



Pecan Place Kennels Purchase Contract
15171 Bailey Hill Rd, Brooksville, FL 34614
(618)218-1123 | ppdogs1@gmail.com

Puppy description/parents _____

Breed _____ **Male** ____ **Female** ____

Litter Date of birth _____

Buyer's Name _____

Address _____

Email _____

Phone # _____

1. Pecan Place Kennels, Joyce M Wallace, shall hereafter be referred to as the 'Seller'. The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the 'Buyer'.

2. The Buyer must have the puppy examined by a licensed veterinarian within two weeks of

receipt of the puppy excluding Sunday and holidays. A copy of the examination (vet report) must be sent to the Seller by e-mail or postal mail within three weeks of receipt of the puppy. Failure to comply will render this guarantee void.

3. The Buyer is responsible for the daily health care and maintenance of the pet, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. In order for the guarantee to remain in effect you must keep receipts and records to verify that you have taken your pet to a duly licensed veterinarian for checkups and all required immunizations.

4. In the unlikely event of the death of the puppy within two years from its birth due to genetics, the Breeder shall replace the pet with another of equivalent value at no cost to the Buyer within 120 days. All conditions set forth in paragraph 17 apply.

5. If the Buyer declines the replacement puppy, then the Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims.

6. In the case of severe knee, elbow or hip dysplasia, the radiograph should be permanently identified in the film emulsion with: registered name and/or number, name of the veterinarian or hospital making the film, date of radiograph taken. Furthermore, the radiograph and report must meet OFA's standard submission requirements.

7. The value of the puppy for the purpose of this guarantee is solely the original purchase price of the puppy, and does not include shipping cost, health certificate, shipping crate or any additional prices declared by the Buyer.

8. This guarantee is non-transferable. In the event this guarantee is exercised, the registration must be returned to the Seller.

9. All puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.

10. The Seller is responsible for supplying the registration papers. Registration papers for all registered puppies will be sent by regular mail or will accompany shipped puppies but could take up to six months. Any costs to obtain new or renewal registration papers are the sole responsibility of the Buyer. If the papers are lost, the Seller will assist the Buyer in obtaining new papers at the Buyer's expense.

11. The seller makes every effort to provide accurate and up-to-date information on the website regarding the puppies they sell. This information includes, but is not limited to, breed, gender, color, date of birth, weight, and registrations.

12. In the event of any litigation in connection with this contract, both the Seller and Buyer shall each be responsible for their own attorney's fees and costs. The venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Hernando Co, FL. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.

13. An administrative fee of \$350.00 shall be retained by the Seller should the Buyer decide to cancel anytime prior to shipping. This fee is to reimburse the Seller for out-of-pocket expenses and overhead costs associated with the transaction.

14. Transportation of the puppy is arranged by third-party carriers. Occasionally there may be delays for numerous reasons including, but not limited to, weather, temperature restrictions, logistics, mechanical failure, or other unforeseen events. The Seller shall not be liable directly or indirectly for any delays that may cause the Buyer inconvenience or financial loss, nor shall any delay be a valid cause for cancellation.

15. The Seller disclaims any and all implied warranties of merchantability and fitness.

16. The Seller will not accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc.

Limitations of Two year guarantee

1. The Seller defines a 'two year guarantee' period, herein referred to as from the puppy's date of birth. The dog must be in good physical condition. In the unlikely event said puppy is found to have a congenital or genetic defect that is life-threatening, a statement from 2 different licensed DVM's (Doctor of Veterinary Medicine) of buyer's choosing confirming such an event and case is required before any action will be taken by the Seller. Seller reserves the right to a third opinion of Seller's choosing to determine the congenital defect. If this guarantee is exercised and a replacement puppy is given then the original puppy may be kept or returned to the Seller at the Buyer's expense. All shipping costs are paid by the Buyer. No replacement will be given if the female has been bred. All laboratory verification must be done by a licensed DVM. No replacement will be given if breeds that are known to be prone to hip dysplasia are overweight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide a puppy with timely inoculations or regular veterinary care will void this guarantee. This guarantee does not cover any Veterinarian costs. The Buyer is aware that owning a puppy means frequent visits to a Licensed Veterinarian and understands that he/she will be responsible for all payment. This guarantee does not cover any of the following conditions: intestinal parasite (Coccidiosis, Giardia, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Inguinal, Perineal, or Diaphragmatic), Heart Murmur grades I, II or III, Patella Luxation grades I, II, or III. This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. All dogs

must not be over exercised during their growth period. Over exercising is as follow: running with the dog or jumping the dog before it's joints are mature enough to handle it. All the above mentioned conditions must be met or guarantees above mentioned will be void.

Temperament issues are not covered under this guarantee as they can be caused by a lack of training, discipline or proper dog socialization. The owner is responsible for all transportation costs to and from the Seller. If within two years from the date of purchase from Seller, a dog is found and certified by two duly licensed Veterinarian doctors to have congenital or hereditary disorders which adversely affect the health of the animal, and if the Seller is notified with two business days of the veterinarians determination, the Seller will provide a replacement puppy of equivalent value. The Seller is not responsible for any veterinarian fees, shipping costs or any other associated costs. Seller sells pets for companion purposes only. Seller does not guarantee against low-blood sugar (Hypoglycemia), or any other *non-life threatening illnesses common to puppies*. This contract is not valid outside the United States.

2. This agreement represents the total agreement between the Seller and the Buyer and no other terms or conditions shall be valid to this sale. The Buyer has read this agreement and agrees to the terms and conditions herein.

I, the Purchaser of a puppy from Pecan Place Kennels, hereby acknowledge that I have read, understand, and agree to the terms of this document. Further, I accept the terms and conditions of the guarantee for congenital or hereditary disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. This agreement represents the total agreement between Pecan Place Kennels, Joyce M Wallace, and the buyer and no other terms or conditions shall be valid to this sale.

Buyer's Signature _____

Seller's Signature _____

Date of Sale _____

Price of puppy \$ _____