

## HEALTH GUARANTEE

American Walker Kennels aims for excellence in the selection, breeding and care of all our dogs.

**We guarantee that every puppy is healthy when it leaves here.**

We have observed that your puppy is in excellent health and free from genetic defects. We have also observed that the parents of your puppy are in excellent health and free from known genetic defects. We have given your puppy a thorough physical examination at least twice prior to this sale.

Under this HEALTH GUARANTEE, **your puppy is guaranteed against congenital or hereditary defects** for a period of **one year** from the puppy's date of birth.

Our puppies & dogs have not been exposed to infectious diseases. If your puppy is exposed to an infectious disease after it leaves here, this is not covered under this HEALTH GUARANTEE. That is, infectious diseases are not covered by our health guarantee, as we have no control over what the puppy is exposed to after it leaves our home. We also cannot guarantee that your puppy will never develop any health problems, just like a pediatrician cannot guarantee that a child will never develop any health problems in the future.

Our sires and dams are free of diseases, disorders, and genetic problems, or we would not breed them. That means the puppies are less likely to develop problems. However, we can't guarantee that puppies will never develop a problem.

Also, stress induced illnesses, which may occur during or soon after shipping, such as hypoglycemia, kennel cough, or clinical manifestations of intestinal parasites (e.g. coccidia, roundworms, hookworms, etc.) are not covered by this HEALTH GUARANTEE. Taking a puppy away from its littermates and/or environment is very stressful and can induce these illnesses. They should be treated early and will not affect the puppies' life, if taken care of promptly by your veterinarian.

Your puppy has received their first vaccination and deworming. Further vaccinations are recommended to be given, by your veterinarian, at 4-week intervals until the puppy is 14-16 weeks old, and then yearly after that. Deworming should be repeated, by your veterinarian, as indicated by serial stool sample analysis, or if worms or tapeworm segments are observed in the stool. A rabies vaccination should be given according to your veterinarian's recommended vaccination schedule.

Please, be aware that vaccinations sometimes fail for various reasons, and a dog may not develop full immunity to some diseases until they are a full year old and have had all their puppy shots, including a booster at 1 year of age. If you are not willing or able to make sure that your puppy gets ALL of its scheduled vaccine boosters, please do not purchase a puppy. That is, a strict adherence to all vaccination schedules and a veterinary program is a must!

#### Terms and Conditions:

1. The Buyer must have the puppy examined by a licensed veterinarian within two (2) days of receipt of the puppy excluding Sunday and holidays. A copy of the examination (vet report) must be sent by e-mail within four (4) days of receipt of the puppy. Failure to comply will render this guarantee void.
2. 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.
3. In the unlikely event of the death of the puppy within one (1) year 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.
4. In the event of the death of the puppy, due to genetics, after the first year of birth, the Breeder shall issue a credit in the amount of 45% of the original cost towards the purchase of a replacement puppy of equivalent value to the Buyer within the 120 day respective period.
5. If the Buyer declines the replacement puppy, then the Breeder shall be under no further obligation and it will be deemed that the Buyer has released the Breeder from any and all further claims.
6. 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 costs, health certificate, shipping crate or any additional prices declared by the Breeder.
7. This guarantee is non-transferable.
8. In the event this guarantee is exercised, the puppy registration papers must be returned to the Breeder.
9. All puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.
10. In 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.
11. The Breeder is responsible for supplying the registration papers. Registration papers for all registered puppies will be sent by regular mail, which 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 Breeder will assist the Buyer in obtaining new papers at the Buyer's expense.
12. Usually the puppy will ship within 7 to 14 days, but occasionally a puppy may need additional time with the Breeder before shipping. The final determination of the

shipping date for the puppy is made by the Breeder and the Breeder's veterinarian, with the health of the puppy being the overriding factor.

13. An administrative fee of \$495.00 shall be retained by the Breeder should the Buyer decide to cancel any time prior to shipping. This fee is to reimburse the Breeder for out-of-pocket expenses and overhead costs associated with the transaction.
14. Transportation of the puppy is arranged through 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 Breeder 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 Breeder 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. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or credit.

**16. Limitations of Lifetime Guarantee:**

The first year of the guarantee is covered by the Breeder. 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 cause is required before any action will be taken by the Breeder. Breeder reserves the right to a third opinion of Breeders's choosing to determine the Congenital defect. If this guarantee is exercised and a replacement puppy is given then the original puppy must be returned to the Breeder. 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, Doctor of Veterinarian Medicine. No replacement will be given for hip dysplasia if dog is overweight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide 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 payments. This guarantee does not cover any of the following conditions: intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Ringworms) Kennel Cough, Ear Mites, Skin Mites, , Allergies, Herniations (Inguinal, Perineal, or Diaphragmatic), Patella Luxation grades I, II or III. This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. You must follow our recommended nutritional program, including feeding only premium dog foods and vitamin supplement listed in the paperwork that we give you at the time of purchase. You must retain all receipts for food and vitamins to show you are abiding by this guarantee. All dogs must not be over exercised during their growth period. Over exercising is as follows: running with the dog or jumping the dog. All the above mentioned conditions must be met or all 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 Breeder. If within one (1) year from the date of purchase from Breeder, a dog is found and certified by two (2) duly licensed Veterinarian doctors to have congenital or hereditary disorders which adversely affect the health of the animal, and if Breeder is notified within two (2) business days of the veterinarian's determination, the breeder will provide a replacement puppy of equivalent value. The Breeder is not responsible for any veterinarian fees, shipping costs or any other associated costs. Breeder sells pets for companion purposes only. Breeder does not guarantee against low-blood sugar (Hypoglycemia) or any other non-life threatening illnesses common to puppies.

This agreement represents the total agreement between the Breeder 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 American Walker 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 the Breeder and the Buyer and no other terms or conditions shall be valid to this sale.

Buyer's Signature: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_