***TWILIGHT FARMS PUPPY AGREEMENT***

**TWILIGHT FARMS**

**FRESNO, OH**

**[www.twilightfarms.net](http://www.twilightfarms.net)**

**EMAIL:** **twilightfarms@yahoo.com**

**This agreement is dated and is between Twilight Farms (the Breeder) and the buyer as named below:**

**Buyer: .**

**Address: .**

**Phone Number Email: .**

**Breed: .**

**Sex: .**

**Color: .**

**Name or collar color: .**

**Date of Birth: .**

**Sire: .**

**Dam: .**

**Price: $ Plus Shipping of: $ Plus Options: $ Tax: $ .**

**Less Deposit: $ Total Due: $ at pickup .**

**Health Guarantee:** The breeder guarantees that upon purchase, the puppy is in good health and has been immunized and de-wormed according to its accompanying health record. We do encourage you to take your puppy to a veterinarian (at your cost) after you receive your puppy as we do have a 48-hour replacement policy if for some reason it is found to have a major health problem as diagnosed in writing by a licensed veterinarian (DVM). However, any minor conditions that are easily correctable and will go away are not covered by our replacement policy.

**1 Year Genetic Health Warranty:** We do try to ensure you purchase a genetically healthy puppy and if in case your puppy is found to have a genetic disorder (such as hip and elbow dysplasia, pathological spinal disorder, luxating patella, and a continuing open fontanelle) as diagnosed by 2 (unrelated) licensed veterinarians within 1 year of purchase, we will exchange your puppy for one of equal value. Breeder warrants the health of the puppy for one (1) year to be free of: cataracts, epilepsy/seizures, tracheal collapse, heart, kidney and liver ailments. There are, however, no warranties against common sickness or accidents incurred on your part after the puppy is in your possession. All regular health care maintenance and immunizations are the buyer’s responsibility as described below. DO NOT UNDER ANY CIRCUMSTANCE FEED YOUR DOG A GRAIN FREE DIET OR ALL HEALTH GUARANTEES ARE VOID.

**Stress-Related Illnesses:** Breeder cannot guarantee the puppy against illness or opportunistic parasite brought on by the stress of moving (from our house to yours), shipping, or motion sickness resulting from being transported. This stress can ignite illnesses such as hypoglycemia (sugar drop), and opportunistic parasites such as coccidia (dormant in most live animals), giardia (also dormant in most live animals), kennel cough (upper respiratory), etc. Breeder also does not guarantee the puppy to be “worm free” as this is a on-going process that, once the puppy is out of our care, is the sole responsibility of Buyer. These conditions are easily and economically treated. Any expenses by Buyer will not be refunded.

**The Buyer’s Responsibility:** The buyer agrees to keep puppy in good physical condition with regularly scheduled vaccinations, de-wormings, flea, tick and heartworm prevention and to provide proper shelter, exercise, fresh water, dog food, treats, pet care products and nutritional supplements as described herin. Administering internal flea medication, using Comfortis, Trifexis Flea & Tick products will void all guarantees. The buyer also assumes all responsibility for any accidents or injuries caused by the misbehavior of the dog after it is in the owner’s possession. The death, injury, or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke, or accident will not entitle the buyer to any compensation from the breeder. This dog is warranted only for the purpose of being a companion animal; not for any other purpose or reason, such as breeding, show, or etc.

**Buyer: .**

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**EXTENDED 3 YEAR HEALTH GUARANTEE:** Animal health and safety is Breeder’s top priority! Only feeding the puppy ***Life’s Abundance*** holistically-formulated dog food, treat and supplements is required as part of your pet’s *extended health guarantee*. The health guarantee will be extended to the puppies 3rd birthday if Buyer keeps solely on this brand of dog food. However, under no circumstances will the health guarantee las longer than the dog’s 3rd birthday or will the health guarantee continue if the Buyer otherwise fails to comply with the terms of this agreement. Breeder simply cannot ensure the overall health of the puppy if it is provided poor nutrition and consumes harmful preservatives or chemicals. While genetics account for only 35% of a dog’s performance, the remaining 65% is management, training and nutrition. We strongly caution you to never feed a “grocery/club store” brand for the entire life of your dog to ensure longevity and long-term health of your dog! DO NOT UNDER ANY CIRCUMSTANCES FEED YOU DOG A GRAIN FREE DIET, otherwise all guaranties are void.

**Exclusions:** This guarantee does NOT cover any costs associated with spaying or neutering, nor does it cover injury or death from any routine surgical procedure. Further, this guarantee does not cover any of the following conditions or minor flaws: kennel cough, pneumonia, upper respiratory conditions, ear mites, ear infections, skin mites, mange (sarcoptic demodectic or cheyletiella), cherry eye or any other non-life threatening eye, skin or tissue issues, allergies, over or under bites, herniations, a non-life-threatening open fontanel, non-life-threatening bone or joint disorders such as but not limited to luxating patellas (not requiring surgical intervention) and heart murmurs that are not life threatening. Breeder cannot guarantee size or conformation. In addition, Breeder is not responsible for any vet charges the Buyer may incur in removing dewclaws or tail docking.

**First Right of Refusal:** Buyer agrees that the puppy will never be sold, leased or given to any pet shop, animal shelter, rescue, research lab or other similar facility. In the event the Buyer decided they can no longer care for the dog, wishes to sell, transfer ownership, give the puppy/dog away, the Buyer agrees to notify the Breeder immediately and Breeder is to be given the “FIRST RIGHT” of refusal. If Breeder exercises this right, ownership shall be legally transferred to Breeder and once the Breeder has found an appropriate home for the dog, half of what it is resold for will be returned to Buyer. All registrations papers, immunizations papers, microchip registration papers, etc. must be returned with the puppy and cost of shipping shall be at Buyer’s expense.

**Abuse/Neglect:** In the event that the dog is mistreated, neglected, abused in any way, kept outside in extreme heat or extreme cold conditions, kept on wire flooring, Breeder has the right to rescue the dog immediately, with no notice or compensation to Buyer. Buyer shall voluntarily surrender the dog, and any registration papers, microchip records and health records.

**Notes:** .

THIS DOCUMENT IS A LEGALLY-BINDING DOCUMENT. ANY COURT COSTS AND ATTORNEY FEES NECESSARY TO ENFORCE THIS CONTRACT SHALL BE PAID BY BUYER IN THE STATE OF OHIO AND THE LAWS OF THE STATE OF OHIO, COSHOCTON COUNTY, UNITED STATES OF AMERICA WILL GOVERN THE INTERPRATATION OF THIS CONTRACT.

THIS GUARANTEE APPLIES TO ORIGINAL BUYER ONLY AND IS NOT TRANSFERABLE. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

I, the Buyer of a puppy from Twilight Farms, hereby acknowledge that I have received a copy of this contract and agreement and hereby acknowledge by signing below, that I have read, understand and agree to all terms of this contract in its entirety.

*This is the entire agreement between the parties and is valid and agreed to by all parties. All parties have read, understood, and agreed to this contract in full by signing below.*

**Breeder:**  **Buyer: Date:**  .

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