

# Winter Creek Border Collies

## Purchase Agreement

This is a contract between the seller, Winter Creek Border Collies, and the buyer, \_\_\_\_\_, that is purchasing this Border Collie puppy for \$ \_\_\_\_\_ with Limited or Full ABCA or AKC registration from the litter of \_\_\_\_\_ (Dam) and \_\_\_\_\_ (Sire) born on \_\_\_\_\_. A first deposit on the puppy is due in the amount \$200.00 down with this signed and returned contract. This deposit is **NON-refundable** under any circumstances. The deposit will be applied toward the purchase of the total price of the puppy. The buyer is responsible for all shipping costs up to and including the kennel, vet's certificates, etc. These fees are due before the pup is 6 weeks old. Final payment **in cash** is due at pickup when the puppy is 8 weeks. Buyers who do not pick up their puppy past 8 weeks old will be charged \$50 per week or \$7 per day (if time elapsed is less than a week). If the puppy's fees are not paid and exceed the original purchase price, the owner agrees to forfeit ownership of this puppy.

You have a guarantee of good health issued by *Winter Creek Border Collies*. This guarantee of good health states that the dog is free of disease, defects, and does not appear to be clinically ill from parasitic infestation or veterinarian certification; whichever applied to this litter.

Buyer agrees to abide by the terms as stated in this agreement. This transaction is under the following warranties and/or conditions and no other warranties or conditions are expressed or implied.

- Buyer understands that these Border Collies are raised and bred as working herding dogs with the temperament and disposition to match; buyer agrees to train the puppy and give the puppy the mental stimulation necessary.

- Buyer agrees to have the puppy examined by a veterinarian within 2 days (48 hours) of possession to verify the health of the puppy. The examination must be performed by a licensed veterinarian, or the health guarantee is invalid. A copy of the exam must be mailed to Winter Creek Border Collies. Should the puppy be unhealthy, with a life-threatening defect undetected by us or our veterinarian, it may be returned within 3 business days with a written explanation from the veterinarian at the expense of the buyer. The seller will exchange the puppy for another of equal value (sex/color/cost) as soon as one is available. **Refunds will be decided on a case by case basis but normally there will be no refund for the original purchase price. The breeder will not be responsible for any veterinarian expenses at any time.**

- The breeder is not responsible for diseases or illnesses contracted after the puppy leaves the confines of the property. The puppy has been given a guarantee of good health upon receipt. Failure to have the puppy examined by a veterinarian within the stated amount of time or any evidence of abuse, neglect, or mishandling releases the breeder from any liability regarding the puppy. Breeder cannot guarantee the absence of worms or protozoa or the like in puppies, as this is something that must be followed up on. Breeder has supplied all worming and shot records to date, and it is the responsibility of the buyer to continue with the follow-up care that the puppy needs.

- If your puppy is confirmed to have a hereditary or congenital defect that affects its health within 1 year, it may be returned with papers and with a written explanation from the veterinarian at the expense of the buyer. The breeder will replace the puppy; however, the breeder is not obligated to replace the exact color/pattern/sex of the puppy, although all attempts to do so will be made. **Refunds will be decided on a case by case basis but normally there will be no refund for the original purchase price.**

- This puppy is guaranteed to be free of genetic eye and hip defects until the age of 12 months. The dog must be x-rayed and the x-rays sent to the OFA or Pennhip for preliminary Certification by the age of 12 months in order for the hip guarantee to be valid. The buyer shall be responsible for any expenses incurred for these tests. A copy of the test results is to be mailed to the *Winter Creek Border Collies*. If the dog is found to be affected with HD, the dog will be replaced or the purchase price refunded (Breeder's Choice) if no puppies are available within the next 12 months.

- The breeder is not to be held responsible for any expenses related to the raising or training of the dog prior to the hip and eye testing. Our guarantee does not cover bad hips if you over crate your dog or in the case of injuries; either by accident or by mishandling. For the first 12-18 months in a puppy's life, the bones are still growing and developing. Kenneling for too long at a time or jumping a puppy too high and/or too frequently can cause health problems. The puppy is not to be jumped above elbow height prior to one year of age, or hip guarantee is null and void.

- **We place our puppies in homes we intend to be permanent. However, as the breeder of the puppy, we will always accept its return if necessary. Refunds will be decided on a case by case basis but normally there will be no refund for the original purchase price. We do not want our puppies placed in shelters, if you cannot keep the puppy it must be returned to Wintercreek Border collies with no refund expected and at buyers expense.**

- Buyer shall take proper precautions for the care and safety of the puppy. Care shall include but is not limited to: fenced yard, proper shelter, proper exercise, socialization, quality food, fresh water, vaccinations, and other care required by veterinarians including routine worming and shots. Guarantee does not cover worms or protozoa, as these can be picked up after the puppy's departure from our kennel. All warranties are invalid if the puppy's illness or death is result of neglect, exposure to weather, injury, choking, or poisoning.

- Buyer shall be responsible for all liabilities or expenses connected with the above-mentioned puppy after taking possession.

- If any of these items are not done within these time frames, your guarantee is null and void.

- The value for the purpose of this guarantee is solely the original price and does not include shipping costs, health certificates, shipping crate, or any additional costs. At no point will any refund exceed original purchase price.

- If the dog is sent back to the breeder at any time for any reason, the ABCA or AKC papers **must** be given to the breeder with a signed transfer; no replacement or refund will be given without the return of the papers with the dog.

- If the puppy is confirmed to have a hereditary defect as covered by the guarantee, the breeder will replace the puppy with one of equal or lesser value. If guarantee must be utilized, it is only for the adoption fee paid and it will be applied towards the current value of pups available, not to include credit for any shipping. Replacement covered by guarantee must be

claimed within one year of date of offer, otherwise the breeder will be released from this obligation. The breeder is not obligated to replace the exact color/pattern/sex; although all attempts to do so will be made.

- We strongly recommend NuVet Plus Vitamins for growth & development of puppies. All puppies should be on NuVet Plus Vitamins for the first 2 years; preferably for life. If the puppy is not on NuVet Plus for at least the first two years, the health guarantee is null and void. The number to order is 1-800-474-7044. Use order code # 259109

- Your puppy is in excellent health to the best of our knowledge and was temporarily inoculated against Parvovirus, Distemper, Hepatitis, Parainfluenza. This was given on dose administered by \_\_\_\_\_. Your puppy will need 2 more shots to complete this series given at approximately 12 and 16 weeks of age. It is NOT advisable to take your puppy to public places until all 3 shots have been given. Rabies, lyme disease, and heartworm; to be discussed with your vet at your next appointment. This statement is true to the best of my (Anisa Moser, Breeder) knowledge. Your puppy has been dewormed at 2, 4, 6 and 8 weeks of age with Pyrantel & Safeguard (1 series) dose given 2.5 cc Per 10# body weight, administered by Anisa Moser. Puppies tend to pass parasites back and forth until separated from the litter. We suggest a stool sample be tested and future treatment discussed with your veterinarian.

- **Breeder is not responsible for any side effects or problems caused by any form of Flea & Tick treatment.**
- **Never Use Nexguard, Simparica, Bravecto, Pro Heart 6 or 12, any product that contains ISOXAZOLINE as these are known to cause seizures, neurological problems & even death.**

I agree to honor this contract and understand the puppy guarantee. I recognize that failure to comply with any provision of the guarantee voids this contract and that the guarantees are only ones stated within this contract and take precedence over anything else written or stated. If buyer or seller commences any legal action as a result of this contract, Buyer agrees that the place of venue for such action shall be in the state of Pennsylvania in Berks County. Any legal fees incurred in upholding this contract will be paid by the buyer. This contract is legally binding to all parties named within and applies to only the buyer and seller named below. It is not transferable to other parties. **If the buyer sells the puppy to a 3rd party, the contract is null and void.** I agree to honor this contract and I understand the guarantee and failure to abide.

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

**Signed Bill of Sale**

## By Puppy Purchaser

I have read and understand the hip and eye guarantee presented to me.

I have read the PA Puppy Lemon Law - Dog purchaser protection Act from Winter Creek Border Collies.

I have been given a copy of my registration papers, health guarantee, inoculation record and parasitic medication given to my puppy by Anisa Moser, Breeder, Richland, PA 17087. Phone number 717-304-5929.

I also understand that if my puppy is not on NuVet Plus vitamins for at least the first two years, my guarantee is null and void.

By signing this puppy contract/bill of sale, I abide by ALL of the terms and conditions stated. I understand that by signing this contract, if I choose not to abide by ALL of the conditions, I will lose all rights and ownership of said puppy and the breeder has the right to take said dog back into his possession.

**In the event, I am unable to care for or keep the puppy, I agree to return the puppy to Winter Creek Border Collies, at my expense, with no refund expected.**

Purchaser Signature \_\_\_\_\_

Purchaser Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

Purchaser Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Breed: Border Collie

Puppy Registration Number: \_\_\_\_\_

Purchase Price: \_\_\_\_\_