

If the Shih Tzu Fits



Linda Edinger
1189 North Golfview Way
Meridian, Idaho, 83642
623-999-5585

This agreement is made this ____ day of _____, _____ and is between the breeder (SELLER) and the BUYER as named below: Breeder (SELLER): Linda Edinger, If the Shih Tzu Fits

BUYER:

Address: _____

Phone: _____ Other Phone: _____ Email: _____

SELLER and BUYER are collectively known as "parties".

The BUYER agrees to obtain from the SELLER a Shih Tzu.

Name: _____ Now known as: _____

Sex: _____ Color _____ Date of Birth: _____

Sale Amount of \$ _____ .00

Discounted Amount: \$ _____ .00 plus Shipping of \$ _____ .00

Total of \$ _____ .00

Sire: _____ Dam: _____

This Shih Tzu comes from our home in Meridian, Idaho

This dog is sold as a Pet. Pet quality simply refers to the dog being sold as a pet and companion only.

TERMS:

This dog is not being sold under co-ownership terms. Payment in full must be made prior to you taking ownership of the dog, payment is in cash, money order or certified draft.

HEALTH GUARANTEE:

The SELLER certifies that, upon receipt, the dog is in good health and has been immunized and wormed according to the accompanying health record of said Shih Tzu. This dog has the following conditions now:

and those conditions are excluded from any guarantee and is not valid to reject the puppy due to these conditions.

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The BUYER agrees to have the dog examined by your veterinarian at your expense within **3 business days from date of purchase**. If the veterinarian does not give the dog a clean bill of health, BUYER must notify the SELLER immediately.

SELLER reserves the right to have the dog re-examined by our veterinarian at our cost. Any condition that is minor, correctable or a breed related minor condition is not covered and no condition which could go away, or is considered to be a condition which a puppy will likely grow out of is covered.

If the dog is then found not to be in good health, SELLER will resume possession if this is agreeable to both parties.

SELLER does not accept responsibility for contagious disease diagnosed after 3 business days from date of purchase. Hip and elbow dysplasia and pathological spinal disorder is covered for 1 year from date of purchase with the same conditions as above in effect. Your dog has been tested and examined for many conditions to assure his health. Heat stroke, exhaustion, dehydration and other heat related conditions are not covered in any way. Remember that a Shih Tzu can over heat quickly and easily and may die as a result of overheating. **He/ She must be an indoor dog.**

A one year after sale “replacement warranty” is given for any life-threatening congenital disease that causes said puppy to expire. Purchaser must provide written documentation from their vet after having a necropsy performed at the purchaser’s expense that the death was in fact caused from a genetic defect. Purchaser agrees to send the notarized vet’s report and all medical records for this puppy to breeder’s vet. Breeder’s vet must confirm and agree with the diagnosis. Breeders will then give the purchaser a replacement puppy of equal value and the same gender, from the next available litter that produces such a puppy. Replacement warranty will be terminated if puppy was found to be abused, neglected or does not have up to date records of vaccinations and fecal records.

Under no circumstances will a puppy be euthanized even on the advice of your vet. Unless the puppy is in immediate distress without first consulting with the SELLER and any finding, x-rays, etc. sent to SELLER’s vet. Putting a puppy down without consulting the SELLER/breeder will void the warranty. We have found that there are many vets out there who are just not familiar with these tiny breeds and will advise putting a perfectly healthy puppy to sleep unnecessarily because of something they have never encountered before.

If SELLER’s vet agrees that the best option for the puppy is to put it down, a replacement puppy will be given per the terms of this contract. There breeder is not responsible for vet bills or other expenses.

THE BUYER'S RESPONSIBILITY:

The BUYER agrees to take good care of this dog, feed and house the dog properly {indoors}, maintain shots, control the dog on a harness or leash when in public and when off the premises of the dog's home. The dog's outdoor area will be fenced in and secure, or acceptable provisions will be made to assure the dog is safe any time he/she is outdoors. BUYER agrees to give the dog proper physical and emotional care and welfare. The BUYER must agree to house the dog indoors as its primary housing. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions the SELLER has all rights to repossession of

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this dog with no refund to the BUYER. 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 SELLER.

This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the BUYER for any special purpose or function of this dog. This dog is not to be used for any illegal or immoral activities and is not to be used for any type of puppy-mill, dog farm or other mass producing or money making operation. If BUYER is found in any way to violate this agreement, SELLER reserves the right to reposes the dog at the BUYER Full expense.

SPAY/NEUTER AGREEMENT:

This dog is sold with limited rights (unless otherwise noted).

Permanent ownership of this dog is contingent upon your compliance with this Contract. BUYER must spay/neuter within one year of age. Proof of the spay/neuter must be received by the BUYER within fourteen (14) days after the surgery. In the event that the dog's health does not allow this agreement to be honored, BUYER must be provided with a statement from your veterinarian that this dog is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of this dog the (BUYER) will contact the veterinarian and establish the earliest date that the procedure can be performed. (BUYER) will notify the BREEDER of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced.

This is the responsibility of the BUYER, not the veterinarian, to ensure that If The Shih Tzu Fits has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the Contract, and BUYER will transport this dog back to If The Shih Tzu Fits and will not be entitled to a refund.

By my signature below, I agree to have this dog spayed/neutered by no later than _____ and I understand that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. I also agree that should puppy not be altered that I will return said puppy back to If The Shih Tzu Fits with no refund.

This dog is to be spayed or neutered (unless otherwise noted). Registration (if offered) will be kept by us until such time that you provide proof that this has be done (must be within 1 year). If the above dog in anyway sires or whelps a litter of puppies. All puppies conceived in the litter becomes the property of the SELLER'S "Linda Edinger, If The Shih Tzu Fits" at the time of whelping. All said puppies and above dog will be care for by the BUYER until 8 weeks of age at the BUYER's expense. At 8 weeks of age the SELLER will be allowed to take procession of the puppies and assumes all responsibility, care and financial burden of the litter after procession takes place. It all puppies are not released to the SELLER

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at the age of 8 weeks, unless otherwise noted and agreed upon by SELLER in writing, the BUYER will pay the SELLER \$1200.00 for each puppy born alive.

In the event the BUYER is unable to keep this dog for any reason, the BUYER agrees to return the dog to the SELLER.

If BUYER is found in any way to violate this agreement, SELLER reserves the right to reposes the dog at the BUYER full expense. Any changes to this contract must be in writing and signed by both parties. This contract is legal and may be enforced by legal means at the BUYER's expense and all disputes must be settled in the state of Arizona. This dog is sold to you as a pet only and nothing further.

Notes:

The Care and feeding instructions were given to you along with the health and shot records for this dog. Enjoy your new Shih Tzu!

This is the entire agreement (4 pages) between the parties and is valid and agreed to by all parties. All parties have read and understood and agreed to this contract in full by signing below.

BUYER: I HEREBY ACCEPT THE ABOVE TERMS AND CONDITIONS OF SALE.

BUYER'S

Signature: _____ Date _____

Street address, City, State, Zip: _____

Email address: _____

SELLER'S

Signature: _____ Date _____