

# BUTTERBALL KENNEL

## Purchase Agreement\* Hereditary Health Guarantee

Definitions used herein include:

“Buyer”/” Owner” shall herein be defined as: \_\_\_\_\_

“Breeder”/” Seller” shall herein be defined as: **Butterball Kennel.**

“Puppy” shall herein be defined as: A Jack Russell Terrier/ Russell Terrier puppy, whose litter is registered with the American Kennel Club (AKC) / National Kennel Club (NKC).

Sex: M F

Date of Birth: \_\_\_\_\_ Puppy’s ID #: \_\_\_\_\_ Litter

Registration #: \_\_\_\_\_ Microchip #: \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_ ( ) **Purchasing breeding rights**

Registered Name of Sire: \_\_\_\_\_

Registered Name of Dam: \_\_\_\_\_

Registration papers given: YES NO

If papers being withheld...why? \_\_\_\_\_

Date mailed if payment waiting: \_\_\_\_\_

New Puppy Buyer/Owner:		
Street Address:		
City:		
Mailing Address: same as above		
City	State	Zip
Home Ph.	Cell Ph.	Email

**C**ongratulations on the purchase of your new Jack Russell puppy! We want your puppy to give you much happiness. In order to accomplish this, we have prepared this contract to help you in the care of your new puppy. This is also your health guarantee. **Please read the following carefully:**

I have been given a small bag of Victor Hi Pro Plus to be fed for a minimal of 3 days following the receipt of my new puppy. If I prefer a different puppy food, I may gradually add it to Butterball Kennel's puppy food after the 3-day period is up. I agree to feed my puppy only **puppy** dog food until my veterinarian advises me otherwise. Butterball Kennel has informed me that sudden changes in my puppy's diet can cause diarrhea and will void this health guarantee. **My puppy is not to be given milk**-for the same reason. In case of illness, inform Butterball Kennel immediately. (352) 266-0282 Initial\_\_\_\_\_

I understand that **Butterball Kennel** cannot guarantee the future health of any animal they sell. However, **Butterball Kennel** guarantees the puppy to be in good health at the time of his/her departure from Butterball Kennel. **Buyer** has the option of having the puppy inspected by a licensed veterinarian within 72 hours (not including Sundays or holidays) of receipt of the puppy. However, **Bellevue Veterinarian Animal Hospital** has agreed to do a Flea & Health Inspection at no additional charge if completed within 72 hours of purchase. If the **Buyer** chooses to have a veterinarian of his or her choice inspect the puppy, it must be completed at their expense. This is a 72-hour guarantee. If the puppy is determined to be in poor health, as evidenced by a veterinarian's statement, **Buyer** can elect to keep the puppy, assuming all costs for the puppy's care, or may return the live puppy within 24 hours for a full refund upon **Seller's** receipt of the veterinarian's statement regarding the puppy's health. **Seller** reserves the right to have a second veterinarian of her choice evaluate the puppy's condition before refund will be issued. This provision will expire 72 hours (not including Sundays and Holidays) after the Purchaser takes possession of the puppy. Any vaccinations or medications given during this 72-hour period may null and void this health guarantee. The **Buyer** must contact the breeder immediately if any health problems occur during these 72 hours!!! VERY IMPORTANT → any treatment of the puppy by the **Buyer** or a licensed veterinarian without **first contacting the breeder** will void this guarantee. After three days pass, Seller is no longer responsible for this puppy in any way. There may be exceptions, to be determined by the breeder. (Buyer's Initials)\_\_\_\_\_

**Seller** guarantees the puppy against any inheritable or genetic defects for a period of two years from the date of the puppy's birth date. **This does not include inguinal/umbilical hernia surgery expenses, which will be compensated in the purchase price of the foresaid puppy and vet has determined this to be the actual problem.** **Seller** makes no guarantee regarding loss of the puppy because of accidental death, theft, sickness, etc. or any other loss beyond the **Seller's** control, except as stated above. If the puppy develops any inheritable or genetic defect as determined by a licensed veterinarian, within twenty-four months from the date of birth, **Buyer** may return the puppy to the **Seller** for a replacement puppy of equal quality/value. If the **Buyer** selects a more expensive puppy, the difference will be the responsibility of the **Buyer** and will be due prior to receipt of new puppy. **Seller** reserves the rights to have a second veterinarian of her choice evaluate the puppy's

condition before the warranty will be honored. **Buyer** may elect to keep the puppy, in which case, **Buyer** agrees to promptly neuter or spay the puppy, providing a copy of the veterinarian's neuter/spay certificate to the Seller within 30 days, and, if necessary, changing the registration paper's of the puppy to indicate that the puppy is not to be bred. (Initial)\_\_\_\_\_

If the Buyer chooses to return the original puppy and receive a replacement, the following must be completed:

- The **Buyer** must make appropriate travel arrangements and pay for a current Health Certificate, travel crate and Airline Shipping Fare (if necessary) for the safe return of the original puppy.
- The **Buyer** must return all Original Registrations, Purchase Agreement/Guarantee for puppy in question to Butterball Kennel as well as all Veterinarian records and documentation pertaining to illness.
- If the diagnosis is confirmed, the **Buyer** may choose a replacement puppy (of equal quality/value) from one of our next litters subject to non-pre-reserved availability, paying the difference in price if **Buyer** desires a more expensive puppy.
- Replacement puppy will receive same guarantee as the original puppy.

If the Buyer chooses to keep the original puppy and receive a replacement, the following will apply:

- The Buyer must forward all copies of Veterinary records and documentation pertaining to the diagnosis by fax, registered mail or email to Butterball Kennel and/or their attending veterinarian.
- All Guarantees pertaining to the original puppy will become null and void from the date of receipt of Veterinary records by breeder, detailing diagnosis.
- Original puppy in question will be **retained** by the **Buyer**. **Buyer** agrees to accept full responsibility for any and all expenses incurred up to now and in the future.
- The **Buyer** may receive an additional puppy (of equal quality/value) from one of Butterball Kennel's next litters subject to non pre-reserved availability, paying the difference in price if you desire a more expensive puppy. The **Buyer** will have first choice of any puppies that have not already been reserved by current reservation.
- The additional puppy will be shipped at the **Buyer's** expense (if airfare) and will receive the same guarantee as were in effect on the original puppy.

Under no conditions and at no time during the life of the puppy/dog will the **Seller** pay or assist in paying veterinary expenses after the puppy is purchased, including any such expenses directly or indirectly related to any inheritable/genetic defects. We do not guarantee size, coat, color, and un-descended testicle(s), under bite or overbite, or fertility

once the puppy has left our premises. Also, we do not warrant against hypoglycemia, umbilical hernia, retained puppy teeth, coccidiosis, giardia, ear mites, and external/internal parasites, viral or bacterial infections that may occur after the initial 72-hour health guarantee. Once the puppy leaves our premises he or she can become susceptible to some of these problems. (Initials)\_\_\_\_\_

**Buyer** understands that a “Limited Registration” will be provided with the puppy mentioned above. **Buyer** does not have **Seller’s** permission to breed this dog and it will be considered **Breach of Contract and will void your health guarantee** if this dog is bred at any point in his/her life and a fine of \$2000 will be assessed for doing so. (Initials) \_\_\_\_\_

**Buyer** certifies that by signing this agreement that the puppy will live with the **Buyer** as a house dog, will not be left outside unsupervised, will have adequate exercise, nutritious food and necessary health care from a licensed veterinarian, **including all remaining puppy vaccinations and dewormings as well as yearly vaccinations and heartworm treatment.** **Buyer** also certifies that by signing this agreement, he or she is not acting as an agent in this purchase; that **Buyer** will not resell this puppy to a pet store or medical research facility. **Buyer** also agrees that puppy will not be taken into any public situations, i.e., PetSmart, Petco, Dog Groomer, Dog Parks, etc. until the puppy has received his or her 16-week vaccinations/rabies. (Initials) \_\_\_\_\_

**Buyer** understands that final payment is due prior to the **Buyer** taking possession of the puppy. If being shipped, final payment must be received prior to airline reservations being made. **Buyer** understands that Seller will mail the puppy’s papers, if applicable, upon clearance of the Buyer’s check. Allow 10 days to 2 weeks. Any bad check or cancelled check will be prosecuted. (Initials) \_\_\_\_\_

**Buyer** gives his or her consent to allow any pictures sent to Butterball Kennel to be used on the website or in advertising unless notified otherwise. (Initials) \_\_\_\_\_

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This guarantee as stated has been read and completely understood by the Buyer. In addition, the **Buyer** understands that **Florida Statute 828.29** gives me alternative rights. Pursuant to **Florida State Statute 828.29**, I freely and voluntarily waive all rights and accept the above provisions as my sole recourse. **Florida State Statute 828.29**-“It is the consumer’s right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida licensed veterinarian who certifies that, to the best of his/her knowledge, the animal was found to have been healthy at the time of the

veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in Section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have animal examined by another veterinarian". (Initials) \_\_\_\_\_

The Sales Contract is non-transferable. Should Buyer relinquish ownership in the puppy/dog, or any reason, this Sale Contract shall be deemed null and void.

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**Buyer's Declaration of Understanding and Signatures:**

- I understand that Conformation, Coat-color/type/length, Height at maturity or adult ear set is not guaranteed and puppy does not qualify for Return or Replacement under these non medical conditions. However all Butterball Kennel puppies are welcome back home at any time in their life.
- I also understand that this puppy is not guaranteed to mature as Show or Breeding Quality even I fit is my personal choice or intension to purchase puppy to be included into Show/Breeding Program now or in the future.
- I further understand there will be no replacements and no returns unless there is a Veterinarian proven hereditary issue or life threatening genetic medical reason within 1 year from date of birth.
- I understand that this does not include: poisoning, accidents, malnutrition, abuse, environmental intolerances or normal puppy behavioral problems, as training philosophies and environments vary amongst individuals and parts of the country.

Buyer's Signature \_\_\_\_\_

Buyer's Name (PRINTED) \_\_\_\_\_

Today's Date \_\_\_\_\_

Breeder's certification and signature:

By signing this agreement, I certify that this dog/puppy is free from illness and any known genetic defects, and does not appear clinically ill or have any internal/external parasitic infestations. All information provided is true to the best of my knowledge.

Seller's Signature \_\_\_\_\_

Seller's Signature (PRINTED) \_\_\_\_\_