

MN Whispering Pines Springer's Guarantee of Good Health

We hope you will enjoy your puppy for years to come. We have taken steps to ensure that your new puppy is healthy. Your puppy has been selectively bred for excellent quality, health, soundness, intelligence and good temperament.

If there is a congenital defect (not including hips which are genetic) within one year from birth, and it can be surgically corrected for less than the cost of a replacement puppy from our kennel, we will pay the cost of surgery (not the tests, or doctors visits leading to the surgery) up to the purchase price for your puppy.

If it cannot be surgically corrected: We will reimburse the full purchase price of the puppy. All vet bills are the sole responsibility of the purchaser.

Buyer understands that the following slight genetic defects are not considered serious or life threatening, and therefore is not covered: umbilical hernia, undescended testicle, underbite or overbite. Buyer understands that replacement option is only valid when health problems are attributed to a hereditary problem and not due to accident or contagious and/or other illness.

Buyer understands that any and all guarantees expire one year from the date of birth of the puppy except for hip dysplasia which is covered for two years.

After these qualifications have been met, you may choose a replacement pup of equal quality, buyer pays shipping, from any of our litters subject to availability, paying the difference in price if you desire a more expensive puppy. Our guarantee does not include poisoning, accidents, or behavioral problems, as training philosophies and environment vary amongst individuals.

If a puppy is purchased from MN Whispering Pines Springer's for breeding (You will need a written statement from us to prove this), we will guarantee that that puppy will produce at least one litter of puppies in its lifetime. If you try to breed and a litter is not produced we **WILL REQUIRE** that you send us your dog so we can try to breed it to one of our dogs to prove if it is the puppy you purchased or your other dog. If it is found to be the puppy you purchased from us we will replace your puppy. Shipping would be at the buyers expense.

Hip Dysplasia Guarantee:

In the unlikely event that a MN Whispering Pines Springer's puppy is suspected of being Dysplastic in its first 2 years, this is the procedures to follow:

Notify us by telephone or letter within 10 business days of the diagnosis.

If the OFA finds the dog to be "Severely Dysplastic", then to qualify for a replacement:

Your vet must send us a letter stating that x-rays have been done. The letter must also state that the animal has not been over fed for its height and structure, and has received regular check ups

The dog must have been x-rayed for this condition before the puppy's second birthday, but not before 1 1/2 years. Sometimes an early x-ray will not portray true results during growth spurts.

The dog must never have been used for breeding, not be over weight and must still be with its original owner.

After these qualifications have been met, you may choose a pup of equal quality from any of our litters, subject to availability, paying the difference in price if you desire a more expensive puppy (as our prices change occasionally). **No further or previous guarantees are implied either verbally, written or otherwise stated.**

We recommend that you take your pup to your vet for a check up within the first 5 days after receiving the pup. We as the seller have already supplied the first shots and at least three wormings to your pup (as noted in your health record which was given to you time of purchase.) **We require you to keep your pup on a regular vaccination schedule and routine worming by a licensed Vet.**

As the seller, I certify that this dog/puppy is free from illness and defects, and does not appear clinically ill from parasitic infestations. All information provided is true to the best of my knowledge and belief.

BREACH OF CONTRACT:

No refund or replacement shall be required if any one or more of the following conditions exist.

The health problem or death resulted from maltreatment, neglect, or a disease contracted while in the possession of the purchaser or from an injury sustained after the possession has been transferred to the purchaser.

If there was a statement from my vet stating the health problem of the puppy for which the purchaser seeks to receive a refund or replacement.

If the purchaser fails to carry out any recommended treatment prescribed by the examining vet for a puppy with a known health problem before the puppy was purchased.

Purchaser agrees never to train this puppy to be an attack dog. This will be in violation of contract.

If puppy is sold on Limited registration, and is not spayed/neutered by 8 months of age / or if said puppy has been bred prior to the age of 2 years old , **all terms and conditions of this health guarantee will be void.**

The following clause deals primarily with the transfer of the dog to a third party, but is not exclusive to such. To protect both the dog and the kennel's reputation, we have included this clause. We do not want our pups sold to a puppy mill or turning up in any pound, shelter, Veterinarian's office, pet shop, auction, or humane society. Transfer of this animal to any of the above will constitute a breach of contract. If found to be in breach of this contract, the buyer agrees to relinquish ownership of the dog, and assigns ownership back to MN Whispering Pines Springer's.

You also agree to pay ALL court costs and any attorney's fees associated with the retrieval of the puppy, and any veterinarian expenses related to returning the dog/puppy to its full health.

This agreement is mutually stipulated to have been entered into at Crow Wing County MN, regardless of where it is signed. Buyer and seller agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall lie in Crow Wing County, MN. and that this agreement shall be interpreted in accordance with the laws of the state of Minnesota.

This document and the accompanying sales contract constitute the entire agreement between the Breeder and Buyer with respect to this sale. This contract is limited between Seller and Buyer. It is not transferable to a third party. The Buyer's signature below indicates that he/she has read, agrees to and does understand all the conditions of the Sales Agreement and Contract of Sale.

THE MAXIMUM REFUND WILL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PUPPY!

THIS GUARANTEE IS NON TRANSFERABLE UNDER ANY CIRCUMSTANCES!!

I have read and understand the above guarantees and information regarding this puppy and agree to this document in full.

Purchaser Signature: _____

Parents Signature if purchaser is a minor: _____

Date Document was signed: _____