

## MN Whispering Pines Springer's Guarantee of Good Health

\_\_\_\_\_ This puppy is sold on Limited Registration. It is understood that the puppy will be spayed/neutered and NOT to be used for breeding. Puppy is to be spayed or neutered no later than 6 months of age for females and 12 months for males.

**You are to furnish the breeder with a copy of the spay/neutered receipt.**

\_\_\_\_\_ This puppy is sold on Full Registration in which it will be eligible for all registry events and offspring will be eligible for registration. It is guaranteed to produce at least 1 viable litter in its lifetime. Viable litter means at least 1 live puppy. No replacement or refund will be given until MN Whispering Pines has verification of said puppies spay/neuter from the attending Veterinarian.

**Puppy is guaranteed to be a purebred.**

Once the puppy leaves the sellers hands to board a plane or any other form of transport into the new owner's hands, the Seller holds no responsibility for the puppy.

**Please Check Appropriate Box**

\_\_\_\_\_ The above identified animal has no known health conditions.

\_\_\_\_\_ The above identified animal has the following health conditions (s)

We hope you will enjoy your puppy for years to come. Whispering Pines has 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.

**\*\*** Buyer understands that the following slight genetic defects are NOT considered serious or life threatening and therefore is not covered: umbilical hernia, undesended 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 on puppies 1<sup>st</sup> birthday, except for Hip Dysplasia which is covered for 2 years.**

**Our guarantee does not include: poisoning, accidents, or behavioral problems as training philosophies and environments vary amongst individuals.**

**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 procedure 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"**

Your Vet must send us a letter stating that the 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 no sooner than 2 years of age. Early X-Rays will not portray true results during growth spurts.

**\*\*\*New studies at Cornell University show that 63% of dogs**

**with Hip Dysplasia is not caused by hereditary but from being over weight.**

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).

**MN Whispering Pines requires that you take your new puppy to your Vet for a check up within the first 7 days after receiving the pup, A copy of said visit must be sent to MN Whispering Pines Springer's or this health guarantee will be void.** We as the seller have already supplied the first shots, health check and puppies have been wormed at least 3 times (as noted in your health record that was provided to you at the time of pick up of said puppy). We require you keep your puppy on a regular vaccination schedule and routine worming and flea and tick preventative program recommended by a licensed Vet.

As the seller, I certify that this dog/puppy is free from illness and defects. 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.

1. The health problem or death of puppy resulted from maltreatment, neglect, or a disease contracted while in the possession of the purchaser or from injury sustained after the pup has been transferred to the purchaser.
2. 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.
3. If the purchaser fails to carry out any recommended treatment prescribed by the examining Vet/ Breeder for a puppy with a known health problem before or after the puppy was purchased. Includes all yearly vaccinations, parasite treatments/preventatives and spay/neuter verification for the first 2 years of puppy's life. Verification must be sent to the breeder to be kept in their records. Failure to provide verification will cause health guarantee to be voided.
4. Purchaser agrees never to train this puppy to be an attack dog. This will be in violation of contract.

**To protect both the dog and Whispering Pines reputation,**

**We do not want any of our pups sold to a puppy mill or turning up in any pound, shelter, Veterinarian's office, pet shop, auction, or Humane Society. We hope we never have cause to invoke this clause! If found to be in breach of this contract, the buyer agrees to relinquish ownership of puppy/dog and assigns ownership back to MN Whispering Pines Springer's.**

**You also agree to pay ALL court costs and 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.**