

Creek Danes Health Guarantee

This contract is between Creek Danes, Kenny Cregg & David Beek, herein after referred to as "Breeder/Seller" and (Print Name) _____, herein after referred to as "Buyer(s)."

The Buyer(s) agrees to pay to the Seller the total sum of \$ _____. Breeder/Seller agrees to transfer ownership to Buyer(s), a Great Dane puppy, herein after referred to as the "Puppy" (regardless of age) under the terms and conditions contained in this contract from the mating of the sire and dam identified below, AFTER the total sum due has been received by the Breeder/Seller from the Buyer.

This is for a limited registration pet/companion puppy.

Sire:

Reg#

Dam:

Reg#

Please initial each numbered line

____ 1) Buyer(s) **must** have new puppy examined by a licensed Veterinarian within 72 hours of delivery. **If the puppy is not examined within 72 hours of being picked up or arriving to the Buyer, all health guarantees of this contract shall be considered void.**

____ 2) The Breeder/Seller guarantees that the said puppy/dog described above will healthy and up to date on all current vaccinations. The Breeder/Seller will guarantee the Puppy against any illnesses that the Breeder/Seller could have **reasonably** prevented for a period of 14 (Fourteen) calendar days after receipt of the live puppy/dog by the Buyer(s). The Breeder/Seller will provide a vaccination record and veterinary examination record of the purchased puppy/dog. **If the puppy/dog is due for vaccinations, and the Buyer(s) fails to provide the needed vaccinations, this guarantee is null and void if the puppy contracts diseases that would have otherwise been prevented by those vaccinations.**

____ 3) The Breeder/Seller shall not be responsible for any medical costs incidental to the puppy after Buyer(s) receives the puppy. Breeder/Seller guarantees the above-described puppy to be healthy at the time of the sale. Seller does not assume any liability for any injury to said puppy after the time of sale. If there is a problem with the puppy, Breeder/Seller's Veterinarian and Buyer(s)'s Veterinarian must agree that the health reason(s) existed before the time of purchase, provided the puppy has been properly cared for in the Buyer(s) possession. If both Veterinarians agree that the Breeder/Seller could have prevented the illness or known of the illness before Seller transferred the puppy to the Buyer(s), then the Breeder/Seller will provide the Buyer(s) with a Puppy of equal or lesser value from the next available litter (**not including shipping costs**). At no time will the Breeder/Seller be responsible for the Buyer(s) Veterinarian's expenses incurred during the Puppy's illness or the subsequent diagnoses.

___4) Breeder/Seller is not responsible for immunity level, mites, pneumonia, mange, heatstroke, ringworm, conjunctivitis, fleas, ticks, and ear infections **once the puppy has left the Seller's hands**. Buyer(s) is responsible for keeping their puppy away from contaminated areas, out of the heat and cold drafty places.

___5) The Breeder/Seller shall provide to the Buyer(s) registration certificates (individual) for each puppy. If the certificate has not been received from the registries at the time of sale, the Breeder/Seller will provide the Buyer(s) evidence that the registrations have been applied for, and upon receipt from the registries, the Breeder/Seller will forward the certificates to the respective Buyer(s). If the puppy is sold on limited registration, the puppy shall be spayed or neutered prior to turning 12 months of age unless otherwise negotiated. Should said puppy not be spayed or neutered certain guarantees of this contract shall be considered void.

___6) If Buyer(s) plans to show said Great Dane puppy, there is **no guarantee** that the puppy will become a champion. If puppy is sold with full AKC registration, buyer agrees that no breedings shall take place until said puppy reaches the age of two years and all customary health screenings have taken place (OFA Hips, Thyroid, Cardiomyopathy, Cerf, etc.). **Breeder/Seller reserves the right to future breedings or collections with male dogs and to receive, at no cost, one second pick puppy from female dogs. If Breeder/Seller chooses collection, all expenses shall be the responsibility of the Breeder/Seller.**

___7) IF THE BUYER(S) PREFERS COMMERCIAL SHIPMENT: The Breeder/Seller will arrange air shipment for the said Puppy, however, the **Buyer(s)** will pay the cost of any and all arrangements and expenses for commercial shipment of the said puppy. The puppy will be shipped Airfreight. The Breeder/Seller will not commercially ship a puppy before 8 weeks. The Breeder/Seller encourages all shipments to take place prior to 12 weeks. **The Breeder/Seller shall not be responsible for the safety of the puppy while in transit to the Buyer(s) place of residence, to include any and all incurred injuries as a result of transportation accidents.**

___8) The Buyer(s) agrees to provide annual Vet. examinations, including heart worm checks and preventatives, to do all vaccinations yearly, and keep them regular. Failure to comply with and provide documentation of these requirements voids all guarantees. The Buyer(s) further warrants that the Puppy will be kept in appropriate conditions for its health and welfare. The Buyer(s) agrees that the Puppy will receive regular booster vaccinations. Puppy will receive all necessary Veterinary care to maintain its good health. Remember to keep your puppy clean.

____9)Puppy will be fed TLC Whole Life Natural Dog Food or certain portions of this guarantee shall be null & void. Any other food must be approved by Creek Danes.

____10) If you are purchasing one of our puppies, it will be dewormed at 6 & 8 weeks and have their first and second set of shots at 6 & 8 wks. The third set of shots are due at 12 weeks, and at 16 weeks your puppy will need their rabies shot along with the fourth set of shots. After 16 weeks, yearly vaccinations are required and monthly heart worm prevention. **Failure to follow the before mentioned worming and vaccinations will void certain health guarantees of this contract.**

____11) There will be no replacement of your puppy based on its temperament as this is mostly an environmental issue and the Buyer(s) responsibility. As responsible breeders we expect that this puppy will be properly socialized and attend puppy obedience classes. As breeders we do everything possible to breed dogs of sound mind (temperament) and body. Some responsibility is the buyer(s) as to proper feeding, exercise, socializing and training, of which all have a bearing on the end results of a sound adult dog. Seller(s) are not responsible for any damage the puppy/dog might do at any given age.

____12) The Buyer(s) will not allow the Puppy to consume large amounts of water immediately after meals because this can contribute to bloat/torsion problems. Consumption of small amounts of water after meals is normal. If your Great Dane attempts to consume an excessive amount of water with or immediately after a meal limit their intake to 8 ounces for an hour after meals.

____13) The Breeder/Seller guarantees the puppy against OFA hip-elbow dysplasia ratings of poor and hereditary problems that would make the said puppy/dog unsuitable as a pet up to 24 months of age. Wobbler's and HOD are not considered heredity problems. If the puppy/dog has passed away before the 24 months of age, an autopsy must be performed at the Buyer(s)'s expense, to indicate whether or not the puppy/dog died from a congenital-hereditary problem. If the dog died from a hereditary issue then the Breeder/Seller will give the Buyer(s) a puppy of equal value from the next available litter, but the Buyer(s) must pay for all shipping charges and expenses (flight, gas, crate, etc). Under No circumstances does the Seller guarantee any preventable or accidental death, injury or illness or any other problem that is NOT genetic, except as stated in (section 2) of this contract.

____ 14) **At NO time will there be any money reimbursed, ever.** If there are any health issues and both Breeder/Seller's and Buyer's veterinarian(s) agrees as to the cause then the Breeder/Seller will provide a puppy from the next available litter of equal or greater value to the Buyer(s). The Buyer(s) will be totally responsible for transportation expenses incurred in transporting the replacement puppy to Buyer(s) location.

____ 15) IF it should become necessary for the buyer to surrender their Creek Danes puppy/dog for any reason, at any age, the buyer shall immediately return the dog to Creek Danes. We will evaluate the dog and place (if possible) in a new home at the discretion of Creek Danes. No money will be paid to the original buyer. Under no circumstances is the said dog to be sold, given, placed or otherwise transferred to anyone not party to this contract without the express written permission of the breeder.

This contract contains the entire agreement between the parties and no statement or verbal agreements made by either party that is not contained in this written contract shall be valid or binding. This contract may not be modified or altered except in writing and signed by both parties. Violations of this Contract will constitute BREACH of CONTRACT, prosecutable by law, and may result in mandatory confiscation and return of the animal to the Breeder/Seller at the Buyer's expense. Both parties recognize Charlevoix County, state of Michigan, as the jurisdiction in which this contract was created, and as such any and all court proceedings will take place in Charlevoix County, MI, at the Buyer's expense, plus any lost wages due to the Breeder/Seller as a result of any court proceedings.

____ **I have read and understand the stipulations of the Contract and voluntarily agree to all elements, stipulations and provisions herein.**

Printed Name of Buyer: _____

Printed Name of Co-Buyer: _____

Address: _____

Phone: _____

Buyer Signature: _____

Co-Buyer Signature: _____

DATE: _____

Printed Name of Breeder/Seller: _____

Signature of Breeder/Seller: _____

DATE: _____

A copy of this completed Contract with both Buyer(s) and Breeder/Seller's signatures will be provided to the Buyer.