

Beauty's Shih Tzu 2023 Sales Contract: Health Guarantee and Spay/Neuter Contract

Purpose:

The purpose of the Sales Contract is to outline the terms of the purchase of a Shih Tzu puppy from Beauty's Shih Tzu, including the activation and terms of a one-year Health Guarantee against life-threatening congenitally inherited defects, as well as to specify the buyer's obligation to spay/neuter their puppy within the designated timeframe.

This Sales Agreement ("Agreement") is entered into on [date] by and between [Beauty's Shih Tzu, (referred to as the "Breeder")] and [Buyer's Name] (referred to as the "Buyer"). This Agreement incorporates the terms and conditions of Beauty's Shih Tzu's Holding Fee Agreement and Beauty's Shih Tzu Adoption form. The three agreements, "Beauty's Adoption Form," "Beauty's Holding Fee Agreement," and "Beauty's Sales constitute the entire understanding between the parties and supersede all prior discussions and agreements, whether written or verbal, relating to the subject matter herein.

Buyer's initials:

Puppy Information:

- a. Breed: [Breed of the puppy]
- b. Color/Markings: [Description of the puppy's color and markings]
- c. Gender: [Male/Female]
- d. Date of Birth: [Puppy's date of birth]
- e. Estimated Date the Puppy is Ready to go home:

*** This puppy is being purchased as a pet only and is not to be bred for any reason. The buyer agrees that the puppy will be spayed/neutered by seven months of age under the below terms and conditions. We no longer offer AKC registration on pet puppies.*

Buyer's Information:

Name

Address

Email:

Phone Number:

Buyer's initials:

Total Purchase Price:

Puppies Purchase Price:

Amount Due before the puppy can go home: (Purchase price- minus Holding Fee and any other monies paid)

Shipping/ Delivery Fee if applicable: (For buyers needing Pet nanny services, please read and agree to that section of the contract):

Boarding Fee/ Additional Vet Care if applicable:

The Boarding fee and additional vet care are charged if a puppy is older than ten weeks and still with us unless the puppy is too small to go home. See the "Holding Fee Agreement" for additional details.

*All payments must be received and cleared before the puppy is ready to go home. **We only accept cash at the time of pick up. We do not accept personal checks at any time.***

Buyer's initials:

Sellers always reserve the right to refuse sale at any time.

Terms and conditions of the One Year Health Guarantee

To the best of the breeder's knowledge and belief, this puppy is in good health, free from symptoms of contagious and infectious diseases at the time of sale. Once a puppy has left the vet care, all expenses are the buyer's responsibility. The buyer has three business days to complete the puppy's first wellness exam and send the results to the seller. This time frame is short because it is the only way for us to guarantee a puppy against Parvo. There is no guarantee for size, color, trainability (potty training or other types of training) nor for, correct bite, umbilical hernia, retained baby teeth, or other conditions common to the Shih Tzu and puppy development and outlined on: <http://www.beautysshihtzu.com/healthbreed-tendencies.html>.

All puppies are sold as pets. While our adult Shih Tzu are AKC registered, our puppies are sold as pets only with no registration papers. If the buyer wants their dog registered, we can register the litter and the buyer's puppy individually for them at an additional expense of \$60. Only litters born in 2023 or later are eligible for this.

The seller only warrants this puppy up to a year old for untreatable life-threatening genetic conditions. A signed Veterinarian's Statement showing or finding the cause of death was, in fact, genetic to a medical certainty is required and must accompany the written request for a replacement puppy. The buyer will provide a copy of all medical records and follow the contract's conditions.

If the puppy sustains a major injury or if there is a possibility of a major medical issue, the buyer agrees to notify the seller as soon as possible. In some cases, what appears to be a major issue can be corrected with help from the breeder. Buyer understands they are buying from a breeder because of the breeder's knowledge of the breed and puppies in general and agrees to try to reach out to the breeder with questions before a major problem arises. Please communicate these questions via email as soon as possible so we can help you. The buyer agrees to notify the breeder immediately if the puppy is diagnosed with a life-threatening congenital condition. The buyer must provide veterinary records so the breeder can consult our vet, who must agree with the diagnosis. The buyer is responsible for the transport of the puppy back to the breeder, and the breeder will not reimburse any medical expenses incurred by the buyer.

Should a puppy die, an autopsy must be performed (at Buyer's Expense), and the Buyer must provide Beauty's Shih Tzu with all written findings that state the defect and cause of the puppy's death within seven days of the Autopsy. The autopsy and a written statement from your vet stating what the puppy conclusively died from must accompany complete medical records and be sent to Beauty's Shih Tzu. Beauty's Shih Tzu will then send the results to our vet, who will review the results and autopsy. If necessary, the buyer's Vet will be available for consultation with Breeder or our Vet or Specialist. No puppy will be replaced for any reason that is abused or fails to have proper veterinary care. All medical and other expenses accrued by the buyer for the puppy are the buyer's responsibility.

No other conditions are covered in this Contract. Should the puppy develop one of the above-described conditions, this contract guarantees a replacement puppy only; no money will be refunded. Buyer agrees to notify breeder if their vet has diagnosed or is completing any testing for potentially life-altering/life-threatening conditions. As the breed "experts," we always intend to try to help you as the client and our puppies. We encourage you to research the breed and ask questions about common puppy ailments such as umbilical hernias, soft spots, and reverse sneezing- all things which do occur with Shih Tzu puppies but are considered normal and common in this breed and are not covered by the contract. We always want you to have a happy, healthy puppy and want to help if there is ever a question about this!

Activating the One-Year Health Guarantee:

Buyers must complete a vet check within the **first three days** to activate the health guarantee. A copy of this should be sent to Beauty's Shih Tzu via email, but otherwise, the buyer should retain a copy of this vet check.

Replacement Puppy Guarantee

Should the buyer qualify for a replacement puppy, he or she will be given one of the same value (the same price and gender). Because replacement puppies must be of the same gender and value, the buyer understands that they must wait for such a puppy to be produced. Should

buyers choose a more expensive puppy, buyers will have the option of paying the price difference. Should the buyer choose a less expensive puppy, then the buyer will forfeit the price difference. The buyer has been informed that the Seller only sometimes has puppies available. When puppy buyers select a puppy, he/she will sign a written contract that will include a pickup date. That date must be met, and if the puppy buyer cannot take the replacement puppy at that time for any reason, the buyer is then forfeiting a replacement puppy. The seller's obligation will be considered fulfilled. The replacement puppy guarantee includes the puppy ONLY, shipping or delivery is at the buyer's expense if needed.

Spay/Neuter Contract

All of our puppies are placed with a Spay and Neuter Contract. Sorry, no exceptions. Purchaser agrees to spay or neuter puppy by the age of 7 months. Most puppies should be spayed or neutered between 4-6 months. We recommend that a puppy be 3 pounds or bigger (preferably 4) when spaying or neutering. **If the puppy has not reached a safe weight/size to spay or neuter, then the purchaser agrees they will contact us with the recommendation from their vet to wait longer and the reason as to why.** The purchaser knows that males and females can physically reproduce as young as six months. Hence, avoiding accidents and having their puppy spayed or neutered at an appropriate age is in their best interest.

Proof of Spay or neutering must be sent to Beauty's Shih Tzu by the time the puppy is eight months of age. Failure to do so results in the rights and ownership of the puppy and the buyer must surrender their puppy to Beauty's Shih Tzu at the purchaser's expense. If puppies are produced, the purchaser agrees to pay a fine of \$2,500 per puppy produced and must still surrender their dog. Purchaser agrees that he or she will be responsible for any or all fees incurred for the safe recovery and return of the puppy. Whether or not puppies are produced, if the dog is bred for any reason, the puppy is no longer covered by our Health Guarantee/ Replacement puppy guarantee.

Buyer's Initials:

The Breeder's Obligations (After-Sale):

The Breeder has done everything possible to produce healthy puppies by breeding only dogs not known to have genetic faults and by raising them in a way (through diet, exercise, socialization, and veterinary care) that promotes their good health. The breeder guarantees that a licensed Vet has examined this puppy and that the vet has given age and size-appropriate shot(s). A record will be provided to the buyer of any shot (s) given, and a comprehensive exam will be. For most puppies, this is one exam and the first 5-way shot. Shots may begin later for small/tiny puppies, which the buyer will be informed of. The puppy has been in good overall health before going home.

The breeder is available via email for questions, and we also love getting updates as the puppy matures! Please reach out before a question becomes a major issue. Should the buyer no

longer be able to care for the dog, it is agreed that the dog will be returned to the breeder OR that the breeder will help place the puppy into an appropriate home. The buyer understands that while the seller provides a lifetime home guarantee for all puppies, no money will be returned to the buyer at any time.

Buyer's initials:

Buyer's Obligations:

The buyer agrees to Review and agree to the following after the puppy goes home:

1. The buyer has read and agreed to our Holding Fee Agreement and Sales Contract/ Health guarantee.
2. The Purchaser is agreeing to purchase this puppy as a pet only. The purchaser agrees to have the puppy spayed or neutered by seven months old, provided the puppy is big enough, as supported by your vet in writing. If the puppy is not big enough to spay/neuter at seven months, the breeder must be notified in writing. Further details are outlined in the sale contract.
3. The purchaser has researched both the Shih Tzu breed and common breed tendencies. The buyer understands and agrees that the health guarantee does not cover umbilical hernias, tight nostrils during teething, or soft spots (on the top of the head of young or tiny puppies). The buyer agrees to research the common breed tendencies and Shih Tzu puppy development. Please read the Health and breed tendencies on our website: <http://www.beautysshihtzu.com/healthbreed-tendencies.html>. The breeder cannot know if a puppy will eat its stool, develop an umbilical hernia, or snore while teething. While most of these developmental issues will be outgrown as puppies mature, your vet may want to repair an umbilical hernia during spay/neuter or pull baby teeth at that time. No money or refunds will be returned for any common breed tendencies.

After the puppy goes home:

1. A **Vet Check** must be completed within three days. This time frame is short because it is the only way to warrant the puppy against Parvo. **The health guarantee will be null and void if the buyer fails to take their puppy to the vet.**
2. The puppy **must not be taken out to public places** until his/her shots are complete and fully vaccinated, except for the vets or if the puppy is secured in a carrier in public OR for less populated places or less populated/ less dog-centric places, puppies may be taken outside of the home in a pet stroller/sling as long as they are not touched by the general public or placed on the ground—places with high concentrations of pets such as the vet or pet store are places which the puppies should only frequent if the buyer is using a secure carrier. Groomers, trainers, and the dog park are all places the buyer should avoid until the puppy is fully vaccinated. To qualify as “fully” vaccinated, puppies must get a minimum of 3 DHPP (5-way) shots to bring a total of 5-way shots (1st shot

given by breeder) to a minimum of 4 shots. At least one of these shots must be given between 16-20 weeks of age. Parvo is highly contagious! Puppies, including groomers and puppy training classes, will not be taken to public places until shots are completed. Puppies must be transported in a secure carrier and not allowed to be touched by people at the vet (except vet/vet tech) who have properly sanitized their hands. **The health guarantee will be null and void if the puppy is taken out in public before being fully vaccinated unsecured.**

3. We recommend **only ONE medical procedure per vet visit during the first year!** For example, if the puppy gets shot, it should not be wormed. One shot is to be given at a time because shot reactions do happen, and if more than one shot is given, you will not know which shot caused the reaction. Additionally, the vaccine amount is the same for a Great Dane as for a Shih Tzu, so one shot, especially the 5-way DHPP, already contains five different vaccines in one and is more than enough for a small dog. Though we only recommend one shot, **this health guarantee will be null and void if the buyer exceeds two shots in one vet visit.**
4. We **do not recommend any other shots**, and should the buyer choose to do Lepto or **other shots they do so at their own risk- this contract will be suspended for 30 days** after the dosage of Lepto or any other vaccines is given (aside from DHPP, rabies, or bortadella).
5. Puppies **should not be given once-a-month heart guard or flea prevention pills** (Heartguard, Nexguard, Simparica, Bravecto, etc.). If fleas are an issue, buyers can use Revolution/ Advantage/ Frontline topical, but buyers should also research natural alternatives. **If the Buyer chooses to use Heartguard/ Flea Prevention pills they do so at their own risk- this contract will be suspended for 30 days after each dosage.**
6. **Buyer agrees to the spay and neuter contract.** Most puppies should be spayed/neutered at 5-6 months (before females come into heat and before males start raging hormones.), but the buyer has until the puppy is seven months to spay/neuter the puppy. If the buyer's vet feels there is a medical reason to wait (such as the puppy not being big enough or retained baby teeth close to falling out on their own), the buyer agrees to notify the breeder in writing of the reason for the delay. If the dog produces puppies, the health guarantee will be void, and the buyer will owe \$2,500 per puppy produced and must still spay/neuter the dog. The health contract is null and void if the dog is bred for any reason, regardless of whether puppies are produced. If the puppy is not spayed/neutered by eight months AND the breeder has not been notified with a valid reason, the health contract/replacement puppy guarantee is null and void.
7. The buyer understands that the **breeder can not guarantee size, color, conformation, bite, or training.**
8. The buyer agrees that, **except in emergencies, they will contact the breeder BEFORE euthanizing the puppy/dog.** Should euthanasia be performed before contacting the breeder, this contract will also be terminated, and no replacement puppy will be given.

Our Holding Fee / Adoption form outlines all other terms and conditions, and the purchaser agrees.

Buyer's initials:

The Internet and Puppy Sales:

While maintaining a website and online presence, we do not sell/adopt our puppies electronically. We require a phone interview to ensure our puppies go to the best homes and that we are the right breeder for you. The internet has many benefits, but there are also downsides. The internet allows one to spread information quickly and possibly in a permanent and damaging way. As breeders, we strive for perfection, but every dog will have flaws, just like we do as people. Not all puppies will mature the way we hope to develop, and defects are possible. Should there be a problem with your puppy, the buyer agrees to work with the breeder to resolve the issue. Neither the puppy buyer nor the breeder will publicly post anything about this issue. If the buyer chooses to circulate negative information, all contracts and guarantees will be considered null and void, and we may consider legal action for slander.

Buyer's Initials:

Lifetime Home Assistance:

Unfortunate and unplanned circumstances occur in life, and should you no longer be able to keep your puppy buyer, you agree to notify the breeder immediately. No dog will ever be placed in a humane society or rescue situation. The breeder will help you find a suitable home OR may choose to take the dog back. We will help match the puppy to a new home without needing to take the dog back to minimize the number of homes the puppy needs to go to and confusion for the puppy. The buyer agrees to surrender all legal rights to the dog and release all medical records so that the puppy/dog can find a new home. The buyer understands there will be no refund of any money.

Breeders will find each of our puppies or adults a suitable prescreened home if necessary. Any money made for the dog's placement in a suitable home will be applied toward the dog's care while with us or toward the next puppy or adult dog who may need this service.

Buyer's Initials:

The entirety of the Agreement and Choice of Law

Entire Agreement:

This Agreement, in conjunction with the "Adoption form" and "Beauty's Shih Tzu Holding Fee agreement," constitutes the entire understanding between the parties and supersedes all prior discussions and agreements relating to the subject matter herein, whether written or verbal. This contract is non-transferable and limited to the original sellers/buyer.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Gwinnett County, Georgia, for puppies sold from our Georgia location or shall be governed and construed in accordance with the laws of San Joaquin County, California, for puppies sold from our Georgia location. Any disputes arising from this Agreement shall be resolved through negotiation or mediation between the parties.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Written name of buyer:

Signature of buyer:

Date Signed:

Signature of breeder/seller - *(Signed upon receipt of the Holding fee, the puppy is not officially on hold until this agreement has been executed and the Holding fee is received):*