

Berner Ranch Contract

1325 Township Rd 653 Ashland, OH 44805

Email: bernerranch@gmail.com

Phone: 419-908-3077

Date of Contract: _____

Seller delivers to the buyer a _____

Selling price of puppy: \$_____ Deposit: _____

Deposit is Non-Refundable. We will give courtesy consideration to extenuating circumstances with written request made.

Total to be paid in full before buyer takes possession of puppy

HEALTH GUARANTEE:

The seller guarantees this dog to be of sound health and temperament at the time of this sale. The purchaser agrees to take this dog to a licensed veterinarian of his/her choice within 7 days from possession for a physical examination. Should the dog be determined to be in ill health, the cause of which is clearly attributable to the seller, the dog may, upon written diagnosis from said veterinarian, be returned for refund of the purchase price or for another dog of equal value, the choice to be determined by the seller.

This Warranty does NOT cover coccidia/giardia, Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodectic mange, or ear infections. Breeder will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization.

Any veterinarian's diagnosis shall be subject to confirmation by a veterinarian chosen and paid for by the seller. Should said veterinarian not concur with the diagnosis, the matter shall be presented to a third veterinarian mutually agreed upon by the seller and the purchaser.



The Berner Ranch offers a 1-year genetic health guarantee, it includes coverage of all genetic defects that may have been handed down from their lineage of the puppies specified breed. **The genetic health guarantee does not cover any communicable diseases, internal and/or external parasites, or injuries.**

Buyer assumes all responsibility for all vet bills. If a genetic disease is discovered in the puppy, a letter from your vet (on business letterhead), stating the nature of the disease and/or disorder will need to be provided to enact the breeder health guarantee. The letter will have to state that this is a genetic disorder. The veterinarian phone number must be included on the letter as the Breeder reserves the right to discuss the health condition with the veterinarian. If your puppy's health is determined to have a genetic disorder, Breeder will reimburse the cost for treatment (up to the price of the puppy). Breeder assumes NO direct responsibility for any medical bills for the puppy.

This guarantee is for Genetic Diseases and Disorders only. **The puppy health guarantee extends from the date of birth of this puppy and is valid until its first birthday.**

Fitness of Purpose

The Dog was bred as a companion animal, and Breeder does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

Buyer's Representations

Buyer represents to Breeder that:

(a) Breeder has not released breeding rights, said dog is to be altered by their vet when their vet deems dog/puppy to be at the correct age. This may vary due to the sex of the dog.

Sign _____ Date _____

(b) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.

(c) Buyer will keep the Dog in an enclosed area of adequate size, and will not allow the Dog to roam at will.

(d) Buyer will provide the Dog with nutritious food and necessary veterinary care, including de- worming, heartworm prevention and regular vaccinations (including rabies).

(e) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(f) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, animal shelter or an agent for any such business or facility.

(g) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

We do request that you notify Seller as well.

We ask you give us the first right to return.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ohio.

****Failure to comply with the above conditions of the sale will hold the purchaser liable for \$1500.00 in punitive damages payable to the seller upon demand. Any and all court costs, & attorney fees will be paid by the purchaser at the time of the court's decision.**

Entire Agreement

This Agreement represents the entire agreement between the parties. Breeder and Buyer have made no other agreements, promises, representations

*All guarantees pertain to the original purchaser only.

This sale and agreement is entered into between:

Buyers:_____ Sellers:_____