

# Ugly Mugs Pugs Puppy Sales Agreement

This agreement applies to Michael and Diana Boni of Okaton, SD, DBA Ugly Mugs Pugs, hereby described as the Seller, and the Buyer described under Customer Name and Address on the attached Customer Pet Record/Contract, regarding the puppy described on the Customer Pet Record/Contract.

**Care of the Dog:** The Buyer shall provide the dog with adequate food, fresh water at all times, shelter, affection, love, and medical care, including all necessary immunizations, parasite control, and medication recommended by Buyer's veterinarian.

- The Buyer shall provide the dog with veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.
- The Buyer agrees to have the puppy spayed or neutered prior to the age of six months
- The Buyer shall provide the dog with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides.
- The Buyer shall provide the dog with a fully fenced yard or other humane means of exercise. The dog shall not be kept constantly chained or constantly outdoors.
- The Buyer shall keep the dog as a household pet and shall never use it for breeding.
- The Buyer shall provide a collar and identification tag for the dog to wear at all times when allowed to go outdoors.
- The dog shall reside at the Buyer's address.
- The Buyer and Breeder agree to keep each other informed of their current addresses.

**Veterinary Inspection and Return of Dog:** The Buyer agrees to take the puppy to a veterinarian within three (3) days of the date of purchase for a physical examination to determine the health of the pup.

Should the buyer desire to return the dog for any reason, the Buyer shall have 28 days from the date of delivery or pick up to return the dog to the Breeder at Buyer's expense. The Breeder will remarket the dog and return any payment collected to the Buyer, minus expenses incurred in the remarketing or veterinary care of the dog. After 28 days and for the life of the dog, the Buyer may return the dog to the Breeder at any time and for any reason. The Buyer agrees to sign the necessary AKC papers (as applicable) to list the Breeder as sole owner of the dog.

If at any time subsequent to the 28 days following delivery or pick up, the dog cannot be kept by the Buyer, the Buyer shall notify the Breeder immediately. The dog shall not be

sold, transferred, or given to any individual or to any retail or wholesale establishment for the purpose of sale or resale to the public, nor to any research institution where medical experimentation or other practices take place.

**Purchase Procedure:** If the desired puppy is under the age of 30 days, Buyer will pay a deposit of \$200 toward the total purchase. Only in the event of the death of the puppy or the Breeder's dissatisfaction with the health of the puppy prior to the transfer of physical custody of the puppy to the Buyer shall the deposit be refunded. The remaining purchase price is due when the puppy is 30 days old.

The Buyer shall pay a total purchase price of as stated on the Customer Pet Record/Contract, as well as all shipping charges and related expenses with regard to the delivery of the puppy to the Buyer. The purchase price will be paid in full prior to delivery of the puppy.

The Buyer agrees that the Breeder is in no way liable or responsible for any damage, accident, or injury resulting from the dog.

The Buyer agrees to pay the Breeder any and all expenses, including court costs and reasonable attorney fees, in enforcing the terms and provisions of the Contract.

Should the Buyer be unable or unwilling to fulfill any of the above provisions, the Buyer agrees to return the dog to the Breeder at the Breeder's request and at the Buyer's expense. Should the Buyer refuse to return the dog, the Buyer hereby authorizes the Breeder to pick up and remove the dog from the Buyer's control.

**Initial Health Guarantee:** This puppy is sold on a three day trial basis. Within three business days of pick up, delivery, or shipment to your location you may opt to have the puppy examined by your veterinarian. If dissatisfied with your puppy, and upon providing us with a written explanation from your veterinarian defining the medical condition, you may return the puppy for a replacement puppy, or a full refund of the purchase price with the following stipulations:

- The return of the puppy is required within three days of notifying us of your intent to return.
- When returned, the puppy must be in the same condition as when picked up, delivered, or shipped to your location. Any evidence of neglect will result in the forfeiture of the option to receive a replacement puppy or a refund of the purchase price.
- The purchaser of the puppy is responsible for all veterinary charges and shipping costs. The sale of this puppy is considered final if we are not contacted within the initial three day trial period.

**Hereditary Orthopedic Disease:** This puppy is guaranteed to be free from hip dysplasia, patellar luxation, Legg-Calvé-Perthes disease, and elbow dysplasia until 36 months of age if the stipulations listed below are met. The OFA (Orthopedic Foundation for Animals) will be the sole determiner. In the case of suspected orthopedic disease, buyer's veterinarian must submit the appropriate x-rays to the Orthopedic Foundation for Animals (OFA) at the buyer's expense for a final determination.

**Hereditary Eye Defects:** This puppy is guaranteed to be free from Progressive Retinal Atrophy, Dry Eye Syndrome, Bilateral Cataracts, and Entropion until 24 months of age. A CERF (Canine Eye Registration Foundation) certified veterinarian must confirm Progressive Retinal Atrophy. The other eye issues described may be diagnosed by your regular veterinarian.

**Demodectic Mange and Auto-Immune Disorders:** This puppy is guaranteed to be free from hereditary auto-immune disorders leading to demodectic mange and other skin conditions until the age of 24 months.

**Respiratory System Defects:** This puppy is guaranteed to be free from hereditary defects leading to Tracheal Collapse, Elongated Soft Palate or Stenotic Nares until the age of 36 months.

**Pug Dog Encephalitis:** This puppy is guaranteed to be free from Pug Dog Encephalitis until the age of 36 months.

**Hypothyroidism:** This puppy is guaranteed to be free from congenital hereditary thyroid disorder until the age of 36 months.

**Stipulations** - To be covered by our guarantee the following stipulations apply:

- Failure by the owner to spay or neuter the puppy by the time is six months of age voids all guarantees.
- The dog must not have sired or whelped a litter of puppies.
- The dog must be owned by the person/persons that originally purchased it from Mike and Diana Boni as described on the attached Customer Pet Record/Guarantee.
- The dog must show no evidence of neglect, abuse, disease, fever, viral and bacterial build up, improper nutrition, injury or accidents contributing to non-genetic hip or eye defects.
- The dog must have been maintained at an appropriate body weight and condition.
- The dog must have received appropriate basic veterinary care including vaccinations and parasite control.
- The dog must be kept primarily indoors in a non-smoking environment.

**Procedural Requirements** - In the event of suspected occurrence of any conditions specifically covered in this guarantee, please follow the procedural requirements below:

1. Notify us by phone, mail, or e-mail.
2. Diagnosis of the condition must have been confirmed or made by a third party (OFA) or specialist veterinarian as described above or else by the buyer's usual licensed veterinarian.
3. The buyer will present Mike and Diana Boni with written description of the condition from his or her veterinarian on letterhead.
4. Mike and Diana Boni reserve the right to require the buyer's veterinarian to discuss his/her findings with the veterinarian of our choice.
5. To receive a replacement puppy or refund, buyer must provide a letter from the buyer's veterinarian stating that:
  - the dog has been spayed or neutered (if over the age of six months)
  - has received appropriate basic veterinary care such as vaccinations and parasite control
  - is at an appropriate body weight and condition
  - appears to have been kept in a non-smoking environment.

**Fulfillment of Guarantee:**

Should all stipulations and procedural requirements described above be fulfilled, the buyer may choose to either:

- Return the dog to Ugly Mugs Pugs at his or her expense and receive a replacement puppy of equal value as soon as one becomes available

**OR**

- Submit veterinary bills associated with the treatment of the medical condition for which the guarantee is invoked. Ugly Mugs Pugs will remit a sum of up to 50% of the puppy's original purchase price directly to the treating veterinarian exclusively for treatment of conditions covered by this guarantee. Expenses involved in the diagnoses of these conditions are NOT covered in this guarantee.

If any of the above procedural requirements and/or stipulations are violated this guarantee will become null and void. This guarantee includes, but is not limited to the stipulations (examples) listed above. We offer no other guarantees or warranties expressed or implied.