

Twin Kennels

4- PAGES

Agreement For The Non-Refundable Holding Fee

Thank you so much for your interest in one of our beautiful Great Dane/Weimaraner puppies. We are so happy that you have chosen us to purchase your new puppy from. We have a few simple requests that we would like you to follow when it comes to putting down a deposit. We ask that you look over and understand ALL of our Contracts . If you have any questions and don't understand something, please feel free to bring it to our attention. Please sign return when finished (mail, email or fax).

The puppy's description: _____

Price of Puppy/Dog _____

Pick Up Date: _____

We accept PayPal, Money Gram, Cashiers Check and Cash. When using PayPal we charge a 3.5 % fee, we ask that you add that to the amount each time that PayPal is used. **PLEASE MAKE PAYMENT OUT TO KELLY BENNETT OR TERRI MASON (WE WILL LET YOU KNOW)**

Deposit Amount : _____

Date Sent _____

ALL OF OUR PUPPIES ARE SOLD ON LIMITED REGISTRATION and go on a SPAY/NEUTER CONTRACT.

The total cost of your puppy doesn't include Ear Cropping or Shipping. You as the buyer understands that this deposit is **NON-REFUNDABLE** and no **MONEY** will be returned **SORRY!!** This deposit will hold the puppy of your choice (This goes toward the balance of the puppy). Also after 8 weeks from the date of birth of the puppy, if it is not picked up and paid for in full all payments will be forfeited and the puppy will be resold, unless other arrangements have been made.

INITIAL _____

DATE _____

Health Guarantee:

- 1 The seller guarantees this puppy/dog to be of sound of **HEALTH** and with no known **HEALTH CONDITIONS** at the time of this sale. The puppy/dog will come **UTD** on vaccinations/de-worming's. The puppy will have all age appropriate vaccinations and de-worming's before leaving our care. The puppy will also be examined by a licensed Veterinarian before leaving for their **NEW FOREVER HOME**.
- 2 Buyer(s) **MUST** have the puppy vet checked by a licensed Veterinarian within **72HRS** after the date of shipping or pick-up date. Should the buyer(s) neglect to take the puppy to the veterinarian for this examination within the specified time, the buyer(s) accepts **FULL RESPONSIBILITY** for its health and this guarantee will be void and no-binding and renders this sale **"AS IS"** and no **WARRANTIES/CONTRACT** will apply. The seller is **NOT** responsible for canine distemper, parvovirus or kennel cough after **72hrs of sale !!!**
- 3 All of our puppies come with a **TWO YEAR HEALTH GUARANTEE** If, on or before the date of one year after date of birth, should a puppy be **PROVEN** to have an **INCURABLE GENETIC LIFE THREATENING ILLNESS** (detected by two, separate, licensed veterinarians (one of sellers choice) be found that would **DECREASE** the quality of life for the puppy after corrective surgery and or medication had be done or given. Seller will need a written notification from both vet clinics stating this upon diagnosis along with all testing results from both. Buyer understands to notify seller if any genetic issues or problems that arise immediately. If for any reason the puppy/dog passes away within the 1 year (from date of birth to original purchaser)the seller requires a necropsy to be done (all expenses are assumed by the buyer) and a copy sent to the seller. If failure to do so the contract will be **VOID** and **NO-BINDING** and no replacement puppy will be forthcoming. Twin Kennels are **NOT** responsible for any vet expenses or shipping cost at anytime. We the seller have the right to confirm any findings and or problem(s) with our own Veterinarian.

4 This **GUARANTEE** is for replacement puppy of equal value (**NO REFUNDS**) and from a litter agreed upon by the seller/buyer, after the registration is transferred back to the seller. If a puppy of equal value is not available at the time the buyer must wait till the next available litter or if the buyer decides on another puppy that is more \$ than the previous puppy (Not including shipping or ear cropping) they are required to pay the difference. Every effort will be made to replace the puppy as soon as possible.

5 This guarantee is does not cover health problems that are common among the breed most are the Characteristics of the American & European Lines but more common in the European. **NOT COVERED** with **TWO YEAR GUARNTTEE**- Internal worms, parasites including coccidiosis, giardia, external parasites including fleas, ticks, ear mites etc. even though **GREAT** care has been exercised to prevent or eliminate parasites they are common among animals and especially young puppies. Diarrhea and digestive upsets, allergies, panosteitis, hod, cow hocked, Osteochondritis dissecans (OCD or OD), entropion, cherry eyes, infertility, visual, physical cosmetic features, stress related illness including hypoglycemia and or conditions that are preventable (environment plays a **BIG** role as well)and/or treatable by the buyer(s) will not be warranted.

6 **This Puppy/Dog is intended for Companionship we can NOT Guarantee Breeding or Show Soundness. Also No guarantees will be given as to adult size, temperament, confirmation or train-ability.**

7 All puppies are sold on **Limited Registration** 1.) Puppies must be spayed/neutered between the ages of 15 months to 2 years of age. Adult dogs must be spayed/neutered within 3 month from the date of purchase. If puppy is spayed/neutered before the age of 15 months it will **VOID our Health Contract.** 2.) The Buyer understands that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. If the dog is breed without written permission from seller "Twin Kennels" the dog and any puppies born from any breeding, accidental or otherwise will be required to be returned to the seller "Twin Kennels" and no money will be refunded or forthcoming and will be responsible for any fees that apply (**\$2000.00**). The buyer also agree that failure to have puppy altered you the buyer will return said puppy back to Twin Kennels and **NO REFUND WILL BE FORTHCOMING !! See Spay/Neuter Contract.**

8 Puppies going on **FULL AKC Breeding Right** 1.) Females: will not produce a litter of puppies either as purposely bred or by accidental breeding no earlier than 18 months old (recommended age is 2yrs old) and males at least 12-15 months of age. If in the event this happens it will be considered breach of contract and will void the current Health Guarantee and will be responsible for any fees that apply (**\$2000.00**). Buyer understand he/she will contact seller if it occurs. 2.) If it is determined by a licensed Veterinary (written document by your vet) that the said puppy/dog is unable to breed or reproduce due to a genetic disorder **ONLY REFUNDED AMOUNT DUE** will be the difference between Full Breeding Price and Pet Price. **Sign if going on FULL AKC**

9 The buyer(s) agrees to maintain puppy/dog UTD on all Vaccinations and de-worming's and provide the puppy with the proper nutrition, water, shelter and socialization throughout their lives. Also the Buyer agrees to send updates and pictures on a regular basis.

10 This **HEALTH GUARNTTEE will be VOID and NON-BINDING** if buyer doesn't meet ALL terms to this agreement. Also if the puppy/dog has sustained health problems resulting from **injury, mistreatment or neglect** , after leaving the sellers possession the seller will not assume responsibility for it and no refund will be forthcoming.

***** NOTE: DO NOT EXPOSE YOUR PUPPY TO OTHER PUPPIES/DOGS THAT HAVE NOT BEEN VACCINATED. AVOID TAKING YOUR PUPPY TO PUPBLIC PLACES (SUCH AS: PET STORES, DOG PARKS, PLACES PEOPLE HIKE FREQUENTLY WITH THEIR DOGS) UNTIL ALL VACCINATIONS OR COMPLETED (4 SHOTS) AROUND 3 MONTHS OF AGE.**

INITIAL _____

DATE _____

Spay - Neuter Contract

11/12/2021

- ¹ The buyer agrees to spay/neuter the above puppy/dog on or before (Date)
- ² Puppies must be spayed/neutered between the ages of 15 months to 2 years of age. Adult dogs must be spayed/neutered within 1 month from the date of purchase. If puppy is spayed/neutered before the age of 15 months it will **VOID our Health Contract** . If buyer fails to spay/neuter this puppy and provide proof to the Seller by the date said, rights and ownership of the dog will automatically terminate and revert back to Seller who may immediately assume possession of the dog. Seller's reasonable attorney's fees for recovery of the dog will be paid by the Buyer.
- ³ Permanent ownership of this puppy/dog is contingent upon your compliance with this AGREEMENT. This means that you will be granted **Temporary** custody of this puppy until **Twin Kennels** have received written verification from your veterinarian that the surgery has been performed and a copy of the medical records as well. It The Buyers is responsibility for any and all associated veterinarian cost. It is the buyers responsibility **NOT THE VETERINARIAN** , to ensure that Twin Kennels has received verification. After seller receives the verification within the proper time frame the limited AKC registration will be mailed to the buyer.
- ⁴ In the event that the dog's health does not allow this agreement to be honored, **TWIN KENNELS** must be provided with a written statement from your veterinarian stating that this dog is not yet in physical condition for surgery. The Buyer will contact the veterinarian and establish the earliest date that the spay/neuter can be performed. The buyer is responsible to notify **Twin Kennels** of the date.
- ⁵ In case of the puppy's demise on or before the above listed date, a written statement from your veterinarian must be sent to **Twin Kennels** , stating that the puppy has indeed passed away, and the cause of death.
- ⁶ The Buyer understands that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. If the dog is breed without written permission from seller "**Twin Kennels**" the dog and any puppies born from any breeding, accidental or otherwise will be required to be returned to the seller "**Twin Kennels**" and no money will be refunded or forthcoming. The buyer also agree that failure to have puppy altered you the buyer will return said puppy back to Twin Kennels and **NO REFUND WILL BE FORTHCOMING!!!**
- ⁷ This contract is still the buyers responsibility to enforce in the puppy's new home, should we not receive verification of the puppy's spaying or neutering by the above date, as the original buyer, **you will be liable for the dogs full purchase breeding value which will be up to the seller Twin Kennels.**
- ⁸ This Agreement is made and signed by both parties to ensure the well being and protection of this puppy/dog. If the Buyer breaches this Agreement, the Seller is released from any obligation under this Agreement to provide registration papers. We also reserve the right to repossess said dog & all offspring. Both parties (seller/buyer) have read and agree to ALL terms of these CONTRACTS. The buyer(s) understand and agrees if he/she breeches any part of these contracts there will be a **\$2000.00** fee required to be paid to the seller!!

INITIAL

DATE

Sales Contract

BUYER AGREES THAT HE/SHE UNDERSTANDS FULLY AND AGREES TO ALL TERMS OF SELLERS CONTRACTS AND THAT NO OTHER AGREEMENT'S WERE MADE BY THE SELLER. ALSO THE BUYER AGREES AND UNDERSTAND THAT THE SELLER IS NOT RESPONSIBLE FOR ANY VET BILLS IN WHOLE OR PART AND THAT THERE IS NO REFUND ON THE ABOVE DOG OR PUPPY.

****ALL OF OUR PUPPIES/DOGS GO ON A STRICT RETURN POLICY*** If for any reason you (the buyer) can't keep or provide for your puppy/dog he or she will be required to be returned to Twin Kennels and NO REFUND will be given. Buyer(s) are responsible for all shipping expenses to have puppy sent back. By purchasing this puppy/dog, you are agreeing to NEVER rehome/sell or place this puppy in a shelter without written permission by the seller. We as the breeder reserve the right to take back/come get any puppy/dog that we feel isn't being took care of up to our standards or isn't in the best situation and NO REFUND will be given. We reserve the right to do what's in the best interest of our puppies/dogs at all times! Buyer(s) are responsible for all shipping expenses to have puppy sent back.*

*Both parties (seller/buyer) have read and agree to ALL terms of these CONTRACTS. The buyer(s) understand and agrees if he/she breeches any part of these contracts there will be a **\$2000.00** fee required to be paid to the seller!!*

This written agreement is a binding contract entered into the State of Kentucky and is the entire agreement between the buyer and seller concerning the health conditions or loss of this puppy. Both parties agree that should seller find it necessary to enforce any or all of this contract in the court of law or other legal venue, any legal action to enforce this contract will be brought forth in Corbin, KY The sole jurisdiction and venue for any suit filed by Seller or Buyer in any way connected with this agreement shall be in Corbin, KY, the Buyer agrees to pay or reimburse ALL expenses (such as: attorney fees, filing fees, missed wages and traveling fees) for the Seller.

Date _____

Name _____

Email _____

Address _____

Signature _____