

Puppy Purchase Agreement and Health Guarantee

Puppy Description or Buyer Preferences

Puppy ID/Name: _____

Gender: _____

Coat Color: _____

Breed: Cavalier King Charles Spaniel

AKC Registration: _____

Microchip: _____

Litter Information

Sire/Dam: Lucky&Jazmine

Date of Birth: _____

Due Date: 12-06-2025

Other: _____

Breeder/Seller

Jonathan & Karen Mollett Stonecoal Cavaliers

692 Rt. Fk. Stonecoal Rd.

Kermit, West Virginia 25674

(304) 601-9374

Stonecoal.cavaliers@yahoo.com

Buyer(s)

This agreement ("Agreement"), dated as of [date] (the "Effective Date"), is between Jonathan & Karen Mollett, Stonecoal Cavaliers ("Breeder"), and ("Buyer").

1. Non-Refundable Deposit/Reservation Fee

A non-refundable Deposit/ Reservation Fee in the amount of \$500 was received and agreement completed between Breeder and Buyer on _____. With this deposit/ reservation fee, we will hold a puppy for you, until it is time for the puppy to leave our home (usually when the puppy is 8-10 weeks of age). Once the puppy is ready to go home, the remaining balance becomes due. If you have not completed the adoption fee prior to the puppy being ready to leave, or made other arrangements with us by that time, you will lose your deposit/ reservation fee. Puppy orders are filled in the order the deposits/ reservations come in. Please understand that these dogs are in very high demand. If you should change your mind about adopting a puppy after you have sent in your deposit/ reservation fee, be advised that we will not be able to refund your money. Puppy will not be released until all payments, travel fees,

holding fees, transaction fees are paid in full.

2. Purchase Price

Breeder and buyer agree that (a) the deposit/ reservation fee in the amount of \$500 *plus any applicable transaction fees* will be applied to the purchase price of the puppy and (b) the remaining balance will become due upon puppy pick up/delivery. The total purchase price for the puppy is \$_____ The remainder due is \$_____

**Any delivery, travel and/or handling expenses are the responsibility of and shall be paid by Buyer, puppy will not be released until these expenses are paid in full. All payments due under this agreement shall be made in US Dollars and paid to Breeder via payment through Cash or Good Dog. (pay.gooddog.com/stonecoal-cavaliers), Buyer will receive an invoice from Breeder via email for payment upon receipt of any balance due on purchase price plus any applicable transaction fees and/or delivery, travel or handling arranged by Breeder upon puppy selection. Payment for the selected puppy is due on puppy pick up/delivery.*

3. Breeder's Obligations

Breeder represents and warrants the following:

a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy/dog will be transferred to the Buyer [upon Buyer's payment of the full Purchase Price and all additional fees]

b. State of Health: The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to the Buyer. The Buyer, at their own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours after receiving the puppy and return to us a copy of the veterinarian exam report by text or e-mail in order for this section to be valid. Breeder provides a one-year warranty from the puppy's date of birth against any lethal congenital conditions. For purposes of this section, " lethal congenital conditions" (1) include any condition that could have been identified and reasonably prevented through DNA testing available and performed on the parents, at the time their DNA panels were completed. Conditions not detectable by the DNA testing technology available at the time of testing, are expressly excluded from this guarantee. (ii) expressly do not include those illnesses for which there are no genetic tests available unless the breeder knew or should have known a parent suffered from this illness. In the event the puppy exhibits symptoms of a suspected lethal congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. You also must provide a signed statement from a licensed veterinarian (including necropsy if the dog dies) and accompanied by proof of proper veterinary care over the time period that you have had the puppy, along with a copy of this contract within 72 hours of diagnosis. If the Buyer is unable or unwilling to perform the necropsy the health guarantee is null and void. Stonecoal Cavaliers has the right to get a second opinion by the vet of their choice. Buyer is responsible for costs associated with getting the puppy back to the Breeder. We will take the puppy in for a second opinion and if the Veterinarians both agree on the genetic lethal diagnosis, we will replace the puppy with one of the same gender and color as soon as one becomes available. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by the Buyer. If the puppy is euthanized or in any way disposed of, without a second opinion from the Breeders veterinarian of choice, the Buyer waives all rights to a replacement puppy. If necropsy is performed and the results in undetermined or inconclusive diagnosis, warranty is void. No refunds, No cash refunds. Puppy must be surrendered to the Breeder. All AKC papers also must be returned. The Breeder is at no time responsible for any Veterinarian costs and/or shipping, and/or transportation costs of returning the puppy. Breeder is not responsible for transportation costs for replacement puppy. Anything that is considered non-lethal has no guarantee for any period of time. The

Breeders health guarantee does not cover physical abnormalities caused by injury, neglect, illness, all minor illnesses, and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis, poisoning, hernias, dry eye, under or over bite, or UN-descending testicles. Puppy must not be used for stud/breeding during this first year they are covered on our health guarantee or our guarantee will be null and void. The Breeder will also not be responsible for Parvo, Distemper, Adenovirus, or Coronavirus. These are highly contagious diseases, and they can be contracted immediately after leaving my home. It also does not include any health issues that result from the puppys transportation from Breeder to Buyer. Basic yearly vaccinations (rabies and distemper/parvovirus) and written proof of them by a licensed DVM are required for any claim against the health guarantee. If proof cannot be shown the guarantee is null and void. As umbilical hernias are very common in the Cavalier King Charles Spaniels, there will be no allowances made for this. This is not considered to be a defect for showing and can be caused by the birth process and is not necessarily genetic in nature.

c. This contract is between the Breeder and Buyer(s) signed below. If this puppy is sold or gifted to a third party, health guarantee shall be void. If you change your place of residence at any time and fail to update us with your new address within 30days, guarantee is null and void. This warranty does not include stress-related illness, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness, due to ingestion of foreign objects, food, chemicals or physical injury, or any condition that can be corrected by veterinarian treatment and any other preventable conditions and (ii) expressly do not include those not considered genetically life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening and not covered under this guarantee.

d. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

e. Our puppies are placed with Limited AKC registration papers, unless otherwise agreed upon. We recommend spaying or neutering a puppy around 12 months of age. At this age their growth hormones are usually finished. Puppies need their hormones during the growth period and early altering could change the size of your cavalier and contribute to other health issues later in life. The growth plates usually close around 12 months.

4. Buyer Obligations

Buyer agrees to the following:

a. Proper Care. Buyer will provide good and proper care of the puppy. Such care includes providing adequate housing and protection from the elements, a safe exercise area, and proper and sufficient nutrition. Remember this is a baby, and as such should be given love, care and attention. Buyer will provide proper veterinary care throughout the puppy's lifetime. All of our puppies have had a comprehensive examination done by a licensed veterinarian. They have had their first set of shots starting at 6 weeks of age and deworming's starting at 2 weeks of age. It is the responsibility of the Buyer to keep up on the puppy's vaccinations and deworming's. We recommend every 2-3 weeks on deworming until the puppy is 19 weeks old then once annually. Please be advised that until your puppy has had its full 4 sets of vaccinations it is susceptible to certain illnesses, and therefore should be kept out of areas where other dogs and animals have been and off public areas.

b. The Buyer agrees to never place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory. The Breeder cannot guarantee the ability to house train the puppy, Though, first steps have been started with house training, this is no way a guarantee. We encourage buyers to educate

themselves about the care and training needs of a new puppy. The Breeder assumes no responsibility for care or protection of the puppy after it leaves our premises. The Breeder assumes no responsibility for any health related issue due to transportation and/or death during transport. The Breeder assumes no responsibility for buyers remorse, medical expenses, expenses incurred by Landlords, expenses incurred due to family allergy to animals, disagreement of family members, and other events beyond our control. The Buyer guarantees the Breeder the right of first refusal if the puppy/dog is to be sold or disposed of in any way. If Breeder does not wish to acquire the dog, the Breeder will assist the Buyer in placing the dog. Although the Breeder will take this dog back at anytime during its lifetime, this does not imply the Breeder will refund the animals purchase price. No Cash refunds. It is the Buyers responsibility to pay for any shipping or transportation costs.

c. Puppy proof your home to prevent chewing accidents and provide chewing toys for the appropriate chewing needs of the puppy. Cavaliers are indoor dogs and thoroughly enjoy the company of their family. They should never live outdoors.

d. We recommend that you consult your veterinarian early about the prevention of heart worms and other internal parasites in your area. Stonecoal Cavaliers recommends monthly heart worm/parasite prevention for the life of your cavalier. We also recommend pet insurance and do offer 30 days of insurance for free through Trupanion if activated. It is expected that the Buyer will be willing to have yearly exams including heart worm detection, fecal examinations, and all vaccinations required by your veterinarian. All veterinary expenses are the responsibility of the Buyer.

Stonecoal Cavaliers has performed regular veterinary exams on all of our adult dogs, including heart and patella certification as well as full panel DNA testing before breeding. We feed good quality dog food for optimum health. It is not humanly possible to know what your new cavalier puppy will look like or the size they will be as an adult. I can only offer my best guess based off the size of the puppies parents. The Breeder cannot guarantee personality traits, size or markings. While we believe our puppies are of good quality, we do not engage in showing dogs and we make no guarantee, expressed or implied, of their show ability. All of our puppies are sold as pet quality. We want you to love your new puppy unconditionally. The Breeder will consider replacing the puppy only if the conditions detailed in the Health Guarantee are met. This agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. This contract is non-transferable. All parties have read and fully agree and understand the terms and conditions of this contract and therefore sign below stating their agreement and to be bound by its terms.

Breeder/Seller

X: _____

Jonathan & Karen Mollett Stonecoal Cavaliers

Date: _____/_____/_____

Buyer(s)

X: _____

(Buyer Name Signature)

Date _____/_____/_____

Thank you for entrusting us to give you a "lifetime" friend. Stonecoal Cavaliers.

