

PUPPY APPLICATION / CONTRACT

**Note: This contract is a legally binding agreement and will hold up in a court of law.**

This Contract is between Millies Kennel/Susan Fisher, hereinafter referred to as Seller and \_\_\_\_\_, hereinafter referred to as buyer.

Full Name of Buyer: \_\_\_\_\_

Address of Buyer: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Email Address: \_\_\_\_\_

Dog/Puppy: \_\_\_\_\_ Born: \_\_\_\_\_

Limited Registration:      Yes      No

Puppy Price: \_\_\_\_\_

Name and contact information of your vet \_\_\_\_\_

What is your occupation \_\_\_\_\_

How will the puppy be monitored when outside?

\_\_\_\_\_

Male or Female? \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Amount Due at Pickup: \_\_\_\_\_

do you own or rent \_\_\_\_\_

how did you hear about us? \_\_\_\_\_

what are you looking for in a dog : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Do you have any other dogs or pets. \_\_\_\_\_

please ad any other helpful information about yourself , your family , and/or lifestyle that may further assist us in approving your application or matching a puppy to you.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

**\*Deposits are non-refundable .**

Responsibility of New Puppy Adopter:

- The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, and responsible care for said puppy. This includes keeping this puppy/dog parasite free and up to date with vaccinations. Providing proper nutrition dog food and water at all times. The buyer agrees to provide a safe environment for the dog and never allow the dog to roam freely without proper fencing or supervision. If said puppy is left outside for an extended period of time proper shelter is to be provided to protect from the weather.
- The Seller guarantees said puppy to be in good health and temperament at the time of

this sale. A health record of all shots/worming's will be provided by the Seller. The buyer agrees to take this puppy to a licensed vet of their choice within 48 hours for a physical exam. Should said puppy be determined to have ill health "**Genetic or Life threatening**", the puppy may, upon a signed written diagnosis from said licensed vet, be returned for a refund of the purchase price. (minus shipping charges and within 72 hours) **This is the only time a cash refund will be given to any puppy buyer.** The Seller assumes absolutely no responsibility for fee's associated with caring for the puppy. No other guarantees are given. If Buyer fails to have a checkup by a licensed vet within 48 hours of pick up or delivery this health guarantee if **VOID**.

**Initial Buyer:**

- **Buyer agrees not to use this animal for breeding and purebred puppies are sold with limited AKC registration.** Buyer agrees to have this puppy spayed/neutered at the age recommended by their Vet/Breeder. (usually between 12 to 18 month of age) If this puppy is a purebred it will be on limited AKC registration only and will be registered with Millies Kennel at the beginning of the registered name. Confirmation of spay/neuter must be sent to Millies Kennel, 10700 State Rt H SE, Agency, Mo 64401

**Initial Buyer:**

---

- ABSOLUTELY NO off spring from this breeding will be sold into or by the commercial dog market. This includes but is not limited to Pet Stores, Puppy Mills, and Mall stores. Failure to ensure this on the part of the Buyer could result in suit of damages.
- Buyer warrants that ABSOLUTELY NO puppies from this offspring will be released to or handed into any Shelter, SPCA, Humane Society, or Rescue Organization.
- All puppies will be sold on a return contract with the Breeder.

**Initial Buyer:**

- The Buyer agrees if at any time they can no longer keep this puppy/dog in their possession, the Seller will be notified and given first option of resuming full ownership of the dog/puppy to find a proper home. Refunds will not be given in this situation. The dog will be returned with all AKC papers and medical records at the Buyers expense. Buyer is also responsible for all shipping costs and travel cost to render said puppy/dog. The puppy is sold on a return contract. The Breeder/Seller reserves the right to approve/prohibit any transfer of this animal to a third party. Under no circumstances will this dog be sold, leased, traded or given away.

**ANY BUYERS FOUND ATTEMPTING TO REHOME, SELL OR TRADE SAID PUPPY/DOG, WILL FACE CHARGES AT YOUR EXPENSE! (ALL COURT COST, RIEMBURSEMENTS, DAMAGES AND LEGAL FEES.)**

- The Buyer agrees to contact the Seller if any questions or concerns arise about the puppy/dog. Such as housing, diet, or health. The buyer agrees to keep the seller informed of any treatment that occurs that is not considered regular vetting. This gives the breeder/seller an opportunity to follow up on puppies and gives us important

feedback and information on the health of our dogs for future generations.

- Registrations papers will either be provided at the time of sale or transferred to the buyer immediately upon receipt from AKC if they are still being processed.

### **HEALTH GUARANTEE**

Health guarantee for our lines is a limited 1 year health guarantee. Our health guarantee, if applicable, will allow a puppy replacement of Millies Kennels choice, time and discretion. No Cash refunds will be given at any time.

Conditional To:

- Anything that can be genetically tested to be life threatening
- If any part of the contract is not upheld the health guarantee is void
- Proper feeding of approved diets (List of appropriate foods too follow also picking food guidelines if one of the approved brands is not used) If approved diets are not followed or approved the health guarantee can and will be VOID.
- The Food and Drug Administration (FDA) has issued three alerts (July 2018, Feb 2019, and June 2019) regarding a connection between cases of Dilated Cardiomyopathy and diet. **As of April 30, 2019 there have been 560+ cases and 100+ deaths.**
- 90% of cases have been in dogs eating Grain Free diets
- Most implicated diets contain peas, chickpeas, beans or other lentils, potatoes, or sweet potatoes
- Cases are under-reported due to lack of awareness and lack of recognition of DCM
- **Partial list of brands with reported cases include:** Acana, Zignature, Taste of the Wild, 4Health, Earthborn Holistic, Blue Buffalo, Nature's Domain, Fromm, Merrick, California Naturals, Natural Balance, Origen, Nature's Variety, Nutrisource, Nutro, Rachel Ray

Nutrish, Kirkland (Costco), Wellness Core, Nutriscience, Canidae, Solid Gold, Primal (Raw)

- **WSAVA Guidelines for Selecting Pet Food:**  
<https://www.wsava.org/WSAVA/media/Arpita-and-Emma-editorial/Selecting-the-Best-Food-for-your-Pet.pdf>
- Proper housing and Environment, Any puppies/dogs that are outside pets will not be guaranteed by the health contract
- Proper health care, Any vetting records must be provided, any time a lapse in vetting or lack of yearly checkups can potentially void your health guarantee
- Puppy/dog is not guaranteed against PARVO, Distemper, Influenza, Worms, Hernia's, Cherry eye, Fleas, Food Allergies, Coccidia or Giardia.
- Puppy/dogs fertility male or female can't be guaranteed. Nor that a male puppy will have 2 normally descended testicles by maturity. Male puppies will be checked for descended testicles before they leave.
- All private communication shall remain private, buyer and breeder shall have civil discussions at all times. Neither shall criticize the other either privately or in a public forum. This shall be considered a severe breach of contract and buyer shall immediately return the puppy to the breeder.
- This sales contract and health guarantee has been read and understood by both parties (Breeder/buyer) whom sign below. In the event that buyer should breach this contract there will be a 1500.00 USD fee assessed to them for each and every violation as well as any other fees associated with each point in this contract, depending on what was breached. Should there be an actual event were this contract should go to court buyer agrees to pay and/or reimburse ANY and ALL expenses to include but not limited to filing fees, attorney fees, missed wages and traveling fees for Millies Kennel should the buyer be found at fault.

Millies Kennel prefers to settle outside of court in a civil manner, however all cases that go to court will be settled within the BREEDERS state of Missouri and county of Buchanan.

**Please note that no monetary reimbursements or refunds will be made. Pending any condition that would be considered genetically faulted and/or life threatening, buyer may be offered a new pup of the breeder's choice, time and discretion.**

Health Guarantee Contract Agreed to on this

Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_