

# Appendix A

## Deans Creek Doodles

### 24-Month Health Guaranty

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With this 24-Month Health Guaranty (“Guarantee”), Seller guarantees the Puppy received by Buyer is in good health, is up-to-date on immunizations appropriate for the Puppy’s age, and has had appropriate de-worming up to the Pickup Date. Buyer should take the Puppy to a licensed veterinarian for an examination within 72 hours after the Pickup Date. If the Puppy is not taken to a licensed veterinarian within three business days of receiving the Puppy, the Guaranty is void. If the veterinarian determines within three days of the Puppy’s pick up that the Puppy is in poor health, Buyer must notify Seller within 24 hours of such medical visit. Seller reserves the right to obtain a second veterinarian opinion at Seller’s expense. Buyer may return the Puppy to Seller at Seller’s Location (at Buyer’s expense) with all of the documentation obtained from the veterinarian (including any diagnosis chart or visit records) for a refund of the Total Price (minus any transportation expenses) within 48 hours of the Buyer’s notification to Seller of the Puppy’s poor health diagnosis. Alternatively, Buyer may keep the Puppy at Buyer’s sole risk. Seller has no obligation to reimburse Buyer for any costs incurred, including medical/veterinarian fees or co-pays, medicines purchased, transportation from and to the Buyer’s home or to the Seller’s location or from and to the veterinarian’s office.

The Guaranty does not cover any viral illnesses, infections, improper bites, hernias, hypoglycemia, cancer, allergies, parasites (including but not limited to worms, Giardia, or Coccidiosis. The Guaranty also does not include any illnesses due to the ingestion of foreign objects, food, chemicals, or physical injury. Additionally, this Guaranty specifically excludes any other severe illness for which diagnosis or testing or genetic evaluation may not be possible or known at the time of delivery or pick up of the Puppy due to current state of medical research.

***Hip and Elbow dysplasia is covered for 24 months from the Pickup Date.*** This Guaranty ***will not*** cover hip or elbow dysplasia if the Puppy was spayed or neutered before 12 months of age, is overweight, or was trained for or participated in high-intensity activities before growth plates are closed (this usually occurs between 14-24 months of age). Dysplasia can be caused by environmental as well as genetic factors and can be affected early in life by various factors such as diet, stairs, slippery floor surfaces, jumping on and off beds or couches, running, or too much exercise when young. Buyer is responsible for reviewing and following the Puppy Fitness Guide which is provided on the Pickup Date. Puppies should not go running or jogging for prolonged distances before growth plates are closed. Buyer must follow Puppy Culture Exercise Guidelines which was provided to Buyer at time of purchase or on the Pickup Date. If Buyer does not comply with any of the foregoing (including the Puppy Culture Exercise Guidelines or any other guides or manuals provided to Buyer throughout the purchase process) this Guaranty will be deemed void.

Buyer agrees to maintain preventative care of the Puppy regarding the hip and elbow dysplasia such as proper nutrition, using high-quality food, age-appropriate exercise (see Puppy Culture information provided to you on the Pickup Date), preventing stress injuries (for example, not allowing the Puppy to jump from heights above that of itself at the shoulder) and keeping the Puppy at a healthy body condition score for the entirety of the dog’s life. The Guaranty does not cover any problems caused by overfeeding/underfeeding, over exercising, over vaccinating, failing to vaccinate,

food or toxic poisoning, cancer, or a low-quality diet. In Seller's sole discretion, any indication that a health problem has arisen due to environmental consequences or over-feeding of the Puppy will void the health guaranty.

**Sample Only**

Seller guarantees the Puppy against bi-lateral crippling or severe hip dysplasia until 24 months of age. If the Puppy is diagnosed as having crippling or severe dysplasia via Penn-HIP exam at or after 16 weeks of age, or an OFA exam done at 12 months or older (but no later than 24 months), the Puppy will be replaced with a Puppy of like quality, at Seller's discretion, from the next available litter; chosen solely by Seller. Buyer may keep or return the Puppy to Seller. Buyer must also provide a statement to Seller from a licensed DVM stating if and when the Puppy has been spayed/neutered along with copies of the Penn-HIP or OFA exam findings before replacement. The Guaranty does not cover hip changes caused by stress, overworking, injury, being overweight, or arthritis.

**Sample Only**

Seller provides this Guaranty against any debilitating congenital defects outlined in Appendix B. In the event the Puppy exhibits symptoms of one or more of these suspected debilitating congenital defects, Buyer must contact Seller within 24 hours and must supply any requested veterinary records to Seller.

If it is determined the Puppy does have a genetic disorder as outlined in Appendix B that is identified within 24 months of the Pick-up Date, Buyer has the option of (1) obtain a replacement puppy from the next available litter of equal value, or (2) reimbursement (up to the Total Price paid for the original Puppy) of veterinary expenses related to that illness. Buyer does not need to return the Puppy to Seller. Shipping fees will not be refunded, and if it becomes necessary to ship a replacement puppy, those fees are to be paid exclusively by Buyer.

**Sample Only**

If the Puppy dies from a suspected congenital defect, an autopsy may be requested by Seller and must be performed at the Buyer's sole expense by a veterinary teaching hospital or state licensed DVM acceptable to the Seller's own veterinarian, as such will be communicated to Buyer. If the autopsy shows a congenital defect as the reason of the death, Seller will provide another puppy of an approximately equal value to Buyer. A written statement from the veterinarian must be provided. This Guaranty is void in the event of an indeterminable or inconclusive diagnosis.

**Sample Only**

If there is any conflict between the terms of the Puppy Purchase Agreement and the Guaranty, the terms of the Guaranty will prevail.

Accepted and Agreed:

By: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

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