

Dances With Wolves Ranch, LLC

Limited Warranty



Date of this Agreement:

Seller:

Dances with Wolves Ranch, LLC

Danceswithwolvesranch@gmail.com

Buyer: _____

Address: _____

Home (____) _____

Cell (____) _____

Email: _____

Seller agrees to sell, and Buyer agrees to purchase, the puppy described below (the "Dog").

Sire:

FCI#: UKC#:

Dame:

FCI#: UKC#:

Breed:

Litter:

DOB:

Gender:

Color:

Dog's registered name:

Dog's call name:

Microchip #:





Purchase Purchase price for the Dog is:

Initial Vet Check To validate the warranties in this Agreement, Buyer (at Buyer's expense) will have the Dog examined by a licensed veterinarian within 72 hours after leaving Seller's premises (the Initial Vet Check). A copy of the veterinarian's health evaluation in a form acceptable to Seller (the "Findings") must be provided to Seller within 14 calendar days after receipt of the Dog. If the Findings are not received within such period, this Agreement and all warranties in this Agreement are void.

Initial Health Limited Warranty If, as result of the Initial Vet Check, the veterinarian determines that the Dog has a significant health problem*, then Buyer shall contact Seller immediately and provide the Findings to Seller, and Seller will, at Buyer's option, refund the purchase price of the Dog or replace the Dog with a puppy of at least equal value within one year. If, in lieu of refund or replacement, Buyer chooses to keep the Dog, then all related future health issues are not covered by the warranties in this Agreement (for example, if Buyer chooses to keep the Dog with a congenital heart defect, Buyer cannot exercise the Genetic/Congenital warranty for heart-related conditions in the future).

*For purposes of this warranty, "significant health problems" do not include issues considered common for puppies such as worms, fleas, ticks, mites, coccidiosis, giardia, hernias or any other parasites common in dogs and puppies; or communicable diseases contracted by the Dog after leaving Seller's premises.

Genetic / Congenital Limited Warranty Seller has carefully planned this litter of puppies, taking great concern with the genetics and health of the parents. However, even with the most careful planning, there is no assurance of perfect health. While unusual, genetic conditions may occur even with healthy parents.

Dog is warranted until the age of 24 months (2 years) for the following genetic conditions:

1. Death due to genetic problem or disorder. If Dog should pass away and cause of death is unknown or questionable, a necropsy must be performed at the expense of Buyer. A copy of the necropsy report confirming the genetic condition must be provided in a form acceptable to Seller.



2. Crippling bilateral hip or elbow dysplasia (OFA rated “severe” hip dysplasia or “grade 3” elbow dysplasia). Note that if just one hip or just one elbow is affected it is much more likely that the dysplasia is the result of excessive exercise, extra weight, or injury as a young animal. Only bilateral dysplasia is covered by this warranty. Further, as dysplasia is not only a genetic condition but is also caused by excessive exercise, extra weight, injury as a young animal, or other environmental factors, the warranty for bilateral dysplasia will be for only 50% of the cost of the animal.
3. Congenital eye defect causing severe impaired vision or blindness.
4. Severe congenital hearing loss / deafness that inhibits normal life of animal.
5. Severe heart murmur (Grade 5-6/6). Buyer must have a canine cardiologist perform an echogram to confirm the diagnosis.

Upon receipt by Seller, during the warranty period, of a licensed veterinary report in a form acceptable to Seller which details any of the above conditions, Seller will, at Seller’s option, refund the purchase price of the Dog or replace the Dog with a puppy of at least equal value within one year; provided that Seller reserves the right to confirm diagnosis with a second opinion and/or to acquire DNA to confirm animal identity.

**Warranty
Limitations**

Seller does not guarantee color, size, position of ears, undescended testicles, conformation, general appearance, show performance, or temperament of the Dog. The warranties are personal to the original Buyer of the Dog, and cannot be assigned or transferred. Warranties are void if the Dog has been bred, if there is evidence of previous related trauma (broken bones, related injuries) or if there is evidence of abuse or failure to provide proper care.

The foregoing warranties provide only for, at the option of the Seller, refund of the original purchase price of the Dog or replacement of the Dog, and do not include any additional value, damages or claims declared by the Buyer. Buyer is responsible for all other costs including, without limitation, veterinary bills, medicine, Puppy Academy, training costs, shipping, transportation to and from Seller’s premises, etc.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT ARISING FROM ANY TRADE USAGE OR COURSE OF DEALING, WITH RESPECT TO THE DOGS OF SELLER.

In no event shall Seller be liable for loss of profits, indirect, special or consequential damages arising out of any Dog covered by the limited warranties herein, or incidental damages, including without limitation loss of use, loss of time or inconvenience, or incidental expenses.



General Provisions

This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws). The parties hereby agree to the exclusive venue and jurisdiction of the courts of the State of California in and for the County of Los Angeles, and the courts of the United States of America located in Los Angeles County, California, with respect to the resolution of any dispute under or in connection with this Agreement, and each Party hereby consents to the personal jurisdiction of such courts.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, oral and written, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be amended, modified or waived except by a written agreement signed by both parties.

Buyer understands that the warranty is valid only if both the Initial Vet Check Findings report and this Agreement is returned signed within 14 calendar days of Buyer's receipt of Dog.

Buyer has read the above terms of purchase and sale of the Dog. Buyer's signature below confirms that Buyer fully understands and agrees to all such terms.

Seller

Buyer

Signature _____

Signature _____

Printed Name: Simona Ridenour

Printed Name _____

Date: _____

Date: _____

Congratulations on the purchase of your Dances With Wolves Puppy!