

Shih Tzu Garden Puppy Adoption Form

We love our puppies here at the Shih Tzu Garden, where growing exquisite puppies is our passion, and want to protect you, the puppy, and the breeder.

We ask that you give your puppy the same tender loving care that they received here. Great care has been given to ensure the good health and disposition of each and every puppy produced by Shih Tzu Garden.

We will always answer any questions you might have during the lifetime of your puppy/dog.

We really hope you are 100% happy and have a wonderful experience with your new angel.

We provide AKC registration with all our puppies. If purchased as a pet, buyer agrees to spay/neuter this puppy within 6 months of the receipt of the dog and will provide the Seller with a copy of the Certificate of Spay/Neuter of the same. If Buyer fails to provide such proof within the specified time, Buyer agrees Seller will reclaim ownership of said dog and Buyer shall forfeit all monies paid into said dog or pay a \$2500.00 penalty in addition to the purchase price and must still spay/neuter said dog. If Buyer fails to abide by this, Buyer agrees to pay any and all legal costs and other expenses incurred by the Seller in obtaining the \$2500.00 penalty and the Certificate of Spay/Neuter. The AKC registration papers will be released to Buyer upon receipt of a vet certificate stating that procedure has been performed unless other arrangements have been made.

To the best of the seller's knowledge and belief, this puppy is in good sound health, free from symptoms of contagious and infectious diseases at the time of the sale. Each puppy will have had a health examination by a licensed Veterinarian and is current on vaccinations/dewormings before being received by the Buyer. Therefore, this dog is in good health to my knowledge at the time of receipt. An up to date copy of the puppy's medical history is provided with delivery of dog to Buyer. Seller is not responsible for any diseases the dog would come into contact with once it leaves Seller's premises.

We guarantee the health of the puppy for a period of 2 years for any congenital disease not common to the brachycephalic breeds that caused your puppy to expire or warrant euthanization and are brought to my attention within 48 hours of examination performed by a licensed Vet. Buyer has the option of returning said dog (dog that has condition to warrant euthanization) at this time and will receive a replacement puppy of the same value and gender from Seller's next available litter. If the puppy has expired, a notarized Veterinarian Report with findings stating, to a medical certainty (Full Autopsy), that death was caused from the prenatal state will be required. Buyers will be required to send the notarized Vet's Report by registered mail along with the puppy's medical records within 48 hours for both conditions.

Sellers Veterinarian must confirm and agree with the diagnosis. If the health problem is within the health guarantee, Seller agrees to replace said dog with another puppy of same value and gender from the Seller's next available litter. Replacement Warranty will be terminated if puppy was found to be abused, neglected, or does not have up to date records of vaccinations and fecal records. The warranty does not cover diseases for which vaccinations could prevent. Seller is not responsible for any Vet costs incurred by such dog. testing, and return shipping of said dog. Buyer agrees to pay for any costs incurred in the returning or replacing of said dog or replacement puppy. If any or all of the above conditions are not met, all guarantees are null and void.

To maintain the guarantee, puppy must be vet checked within one week of purchase date. If this puppy is not checked within one week of purchase date, this contract is null and void. In the event said puppy has any life threatening disease, a registered letter from the examining vet and puppy must be returned to Shih Tzu Garden within 1 week of receipt of such puppy for exchange of puppy. Again, Seller's Vet must agree with diagnosis and prognosis. Shih Tzu Garden does not pay for any vet costs or fees related to this. No cash refunds.

The guarantee does not include coccidia and kennel cough which is usually caused by bacteria and is common in puppies that are shipped. Kennel cough is self-limiting and like the common cold is not life threatening. The guarantee does not cover what in the Shih Tzu breed is considered normal: cherry eye, stenotic nares (tight nostrils), under bite, and both inguinal and umbilical hernias. Hernias must be certified by a veterinarian, to be currently life threatening and have to have rendered the puppy unfit for purchase, in order for surgical repair reimbursement consideration. It is up to the new pet owner to decide if they would like to fix an umbilical hernia at the time of spay or neuter. Shih Tzu Garden does not cover any vet bills. The decision to fix an umbilical hernia is up to the new owner. Shih Tzu commonly snorts, sniffle, and snore. A clear nasal discharge is normal especially when the puppy is teething. Tight nostrils are common and normally open and correct as your puppy matures. Open fontanelles (soft spots in the skull) are also common and close as your puppy matures and Buyer agrees to take precautions to safeguard dog and not hold Seller responsible for any injury.

Warranty applies to original buyer only and is non transferable if puppy is re-homed.

Buyer agrees not to expose the said dog to any public places or strange dogs until the said dog received the full series of vaccinations required by the Veterinarian. Buyer agrees dog will be socialized with the family, live inside the Buyers home and not be housed outside for any length of time. Buyer agrees that dog will not be chained or tied outside for any reason. Buyer is also aware that this is a "snub nosed breed" and is very sensitive to heat. Adverse reactions can occur at temperatures over 75 degrees and can cause serious health issues and even death. Buyer agrees that every effort is to be made to keep dog in a comfortable and loving environment. These are "People" dogs and live to be with you.

Buyer acknowledges that smaller Shih Tzu may have hypoglycemia if not fed frequently and Buyer agrees Seller will not be held responsible for any illness that may occur. Buyer agrees that because of said risk, if said dog is not fed for any reason for more than 6 hours at any time that any and all health guarantees are null and void.

Shih Tzu Garden assumes no responsibility beyond the above stated terms. Once the puppy leaves our premises, there will be no refunds for change of mind on the buyer's part. We will however, help you re home the puppy if it isn't working out. If you would like to return the puppy it will be at your cost. But no refunds are given.

The seller assumes no responsibility for medical expenses, mortality, landlord disapproval, allergy, or any other undesirable circumstances once puppy has left the seller's premises. The seller will assume no shipping costs associated with sale or Replacement Warranty.

If the puppy is sold with Full AKC registration rights, seller cannot guarantee that a male puppy will have two normally descended testicles at maturity. Seller cannot guarantee the fertility of a male or female puppy at maturity and it is impossible to guarantee breeding success, show success, or house training. It is the buyer's sole responsibility for bills incurred from breeding or showing this dog.

The size of the puppy will grow to, as an adult, is only an estimation based on seller's experience and knowledge of past breeding, study of pedigrees, parents weight, etc. No guarantees are made as to adult color and size as nature will take its course and have the last say. Because the breed is normally double-coated, their color may become lighter or darker as they age and grow, and will almost always be lighter if the dog is shaved down, as the undercoat is lighter.

Seller and Buyer agree that Seller retains first right of refusal if Buyer does not or can not care for dog for any reason. Seller agrees to help place said dog for Buyer. Seller will pay for half the cost of returning the dog to the Seller only if the Buyer has no choice but to take dog to a shelter, but will not refund the purchase price of said dog, as a dog is a lifetime commitment which should have been made prior to purchasing it. Under no circumstances is this puppy or dog to be sold, leased or given away to a Pet Store, Laboratory, Research Facility, Broker, or Animal Shelter. We do not want any of our puppies to end up in a shelter or non loving environment and contribute to so many dogs in rescue situations. We, as a responsible breeder, are ultimately responsible for our dogs forever. Returning dogs will have their AKC papers signed back over to the Seller.

Buyer agrees that no charge backs will be filed through credit card companies or PayPal transaction for any reason. Should a situation occur, buyer would work directly with seller to resolve any conflicts. Buyer agrees to pay for any and all legal costs and expense incurred by the Seller in obtaining any monies owed to Seller by Buyer.

Any legal disputes will be handled in Santa Clara County, State of California, at buyer's expense.

PURCHASE PRICE of puppy/dog is \$_____.

with **FULL/LIMITED** registration as defined by the AKC (American Kennel Club).

Shipping is \$_____.

Total due is \$_____.

Buyer agrees to pay for any additional insurance if desired through the airlines if shipping. While every effort is made by the Seller to arrange for the safest and quickest flight for the dog, Seller does not guarantee the safe arrival of said dog. Once dog is received by the airlines, Buyer agrees that this is the responsibility of the airlines.

Monies are **NON REFUNDABLE**. Contract will be terminated if all monies due are not received by Seller when puppy reaches 7 weeks of age if shipping. No refund of deposit will be made. If picking up your puppy in person, you may bring cash or cashiers check only for your remaining balance due. **NO checks accepted.** Registration fees are the sole responsibility of the buyer. Be sure you want this puppy before you send a deposit.

Deposits is one third the price of the puppy and are **NON REFUNDABLE**. _____ **BUYERS INITIALS** Deposits must be received within 5 working days of you picking out your puppy or puppy goes back up for adoption. If your situation should change and you can no longer purchase the puppy or if the puppy is not growing to your satisfaction, you may carry your deposit over to a pup from another litter. This will be honored for 2 years from the time of placement of original deposit. Please keep in mind that we breed for quality and not quantity so you might have to wait a while until another litter is available of which you will have first pick after the breeder. We generally have 2-4 litters per year.

It is agreed and understood that this dog/puppy is being sold for:

PET - BREEDING - SHOW

Sex: _____ **Color:** _____ **Birth date:** _____

Puppy Name: _____

Sire: _____

Dam: _____

Sold To: _____

Address: _____

Telephone: _____

Email: _____

Deposit Paid: _____ Date: _____

Form of Payment: _____

Balance Due: _____ Date Paid: _____

Form of Payment: _____

Additional arrangements:

As this Health/Sales Contract is fully accessible and visible at any time, Buyer agrees by the receipt of said dog that the Buyer fully read the Health Guarantee/Sales Contract in it's entirety, understands and agrees to it's terms and conditions and that this Health/Sales Contract stands as a full binding legal contract between Seller and Buyer.

I have read the above and agree to said terms and conditions:

Seller Signature _____ Date: _____

Buyer Signature _____ Date: _____

Karen McAuley

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www.ShihTzuGarden.com

Where Exquisite Puppies are Grown!



Shih Tzu  Garden