

**We love our puppies here at the Shih Tzu Garden, where growing exquisite puppies are our passion, and want to protect you, the puppy, and us, 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.** After seller receives written vet proof of compliance, puppy's AKC paper will then be provided to Buyer. 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 \$5000.00 penalty in addition to the purchase price and must still spay/neuter said dog. The choice of penalty will be determined at the sole discretion of the Seller, Shih Tzu Garden. If the Buyer fails to abide by this, Buyer agrees to pay any and all legal costs and other expenses incurred by the Seller in obtaining puppy (attorney, court costs, filing, vet bills, travel, shipping cost for puppy, etc.) in the safe recovery of returning the puppy to Shih Tzu Garden. 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 our 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 euthanasia 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 euthanasia) 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. Seller's 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 3-5 days of purchase date. If this puppy is not checked within this time frame of purchase date, this contract is null and void. A copy of vet visit will be presented to Seller within 5 days of visit. 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. 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 as these are common and not life threatening. Shih Tzu Garden does not cover any vet bills. Shih Tzu commonly snorts, snuffle, 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.

**Buyer agrees not to expose the said dog to any public places or where other dogs are or have been until the said dog received the full series of vaccinations required by the Veterinarian. If Buyer has other dogs and take them out for walks, the puppy must not be exposed to this other dog (parvo and kennel cough threat).**

Buyer agrees dog will live inside and be socialized with the family. 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, possibly help you re-home the puppy if it isn't working out. Puppy may not be sold by you or given to another party without our consent. If we choose to take the puppy back it will be at our sole discretion and no monies will be refunded to you and it will be at your cost to bring the puppy or have it shipped per our

specifications for a safe trip. Please be sure you are ready for the long term commitment and have the financial resources and time the puppy /dog will need and deserve before you buy this puppy. Puppies are not disposable and are in fact very similar to a 2 year old child and have feelings. You would not think of giving a child up, would you?

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 takes 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.

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

Seller and Buyer agree that Seller retains first right of refusal if Buyer does not or can not care for the dog for any reason. Seller may agree to help place said dog for Buyer. If dog is surrendered back to Seller, Seller 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. Seller must approve new home Buyer arranges if Seller cannot take dog back at that time. Under no circumstances is this puppy or dog to be sold, leased or given away to a Pet Store, Laboratory, Research Facility, Broker, Animal Shelter, family, friend, or other person. 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. Dogs that are being surrendered back will have their AKC papers and a completed "Transfer or Ownership" form signed back to the Seller as Shih Tzu Garden will assume all financials, vet care, ongoing care and training, rehoming expenses, etc at their cost. No monies will be returned to Buyer.

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 is \_\_\_\_\_.** Limited **PET** registration as defined by the AKC (American Kennel Club). Full registration is for breeding and show purposes.

**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. If traveling with a puppy nanny, Buyer agrees to pay Nanny her fee upon picking up the puppy at the airport. This fee is currently approx. 375.- 400. depending on your location and is determined by the Nanny.

Monies are **NON REFUNDABLE**. Contract will be terminated if all monies due (cashiers bank check, Zelle, or postal money order only) 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 personal checks accepted please. Registration fees are the sole responsibility of the Buyer. Be sure you want this puppy before you send a deposit. If you **MUST** cancel after sending a deposit for emergency reasons, the deposit can be used for an upcoming puppy for 2 years. Puppies are not released without full payment.

**Holding Deposit Fee is \_\_\_\_\_ and is Non Refundable: \_\_\_\_\_ Buyers Initials \*\*\*\*\***

Deposit and adoption form must be received no later than 3 days of you picking out your puppy or puppy goes back up for adoption. Puppy must go to new owner when Breeder says puppy is ready unless other arrangements are made. **A \$25.00 per day care charge for late pick ups will be added on if we are able to hold on to you baby longer and must be arranged in advance please.**

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

Sex: \_\_\_\_\_ Color: \_\_\_\_\_  
 Puppy Name: \_\_\_\_\_ Birth date: \_\_\_\_\_  
 Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

**Sold to:**  
**Address:**  
**Telephone:**  
**Email:**

**Deposit Paid:** \_\_\_\_\_

**Date paid:** \_\_\_\_\_ **Form of Payment:** \_\_\_\_\_ **Received:** \_\_\_\_\_

**Balance Due:** \_\_\_\_\_ **Pick up date:** \_\_\_\_\_ **Form of Payment:** \_\_\_\_\_

**Additional arrangements:** Your baby will be ready to join you estimated \_\_\_\_\_. Puppy must be picked up when Breeder says is ready. If she/he is not ready by then, we will let you know 1-2 weeks before as we determine her/his maturity and readiness to leave their Mommy, siblings, and start bonding with its new family. Shipping if available will be arranged 2-3 weeks before hand to reserve the puppy nanny. Our puppy nanny will determine the quickest & safest flight for the puppy when the puppy is approx. 8-9 weeks old. Buyer must present Photo ID upon pick up as Proof of Ownership.

I understand that owning a Shih Tzu is a major commitment Shih Tzu and are indoor dogs. I agree not to house my Shih Tzu outside. They are social dogs and require attention from people and can NOT tolerate temperature extremes. They require grooming that can cost \$40-\$60 or more a month depending on where you live and need to be combed everyday or two to prevent matting. Shih Tzu will need vaccinations, worming, teeth cleaning, ear care, and continued vet care. I, the Buyer, am willing and able to take on this commitment and responsibility.

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 its entirety, understands and agrees to its terms and conditions and that this Health/Sales Contract stands as a full binding legal contract between Seller and Buyer. Additional Purchase information on the "Purchase Page" of the website has also been read and approved.

Seller reserves right to terminate contract at any time if Seller feels the adoption is not in the best interest of the puppy for any reason. Any deposit funds will be returned to Buyer.

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

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

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

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

Shih Tzu  Garden

**Karen McAuley and Family**

408-761-1235, 408-907-3936 fax

