

Shih Tzu Garden Dog Adoption Form

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We love our puppies/dogs here at the Shih Tzu Garden, where growing exquisite puppies are our passion, and want to protect you, the dog, and the breeder.

We ask that you give ___ the same tender loving care that she received here. Great care has been given to ensure the good health and disposition of each and dog raised by Shih Tzu Garden.

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

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

To the best of the seller's knowledge and belief, this dog is in good sound health and free from symptoms of contagious and infectious diseases at the time of the sale. Each dog is current on vaccinations before being received by the Buyer. An up to date copy of the dog's medical history is provided with delivery of dog to Buyer/New Owner. Seller is not responsible for any diseases the dog might come into contact with once it leaves Seller's premises.

We offer a 30-day trial period to insure a happy and successful adoption for the new owner and the dog. If for any reason the adoption is not working out and/or the dog is not happy, she will be returned by the Buyer at Buyers expense to the Shih Tzu Garden immediately and his/her AKC papers returned if applicable. A Transfer of Ownership form will be completed by Buyer stating Seller is reclaiming ownership of the dog. Shih Tzu Garden will refund to Buyer the purchase price paid upon receipt of dog minus any vet bills possibly incurred upon receipt.

To maintain 30 day trial guarantee offered for our adults, the dog must be vet checked within 3-5 days of purchase/transfer date with vet report then provided to Shih Tzu Garden within 3 days of the vet visit. If this dog is not checked within this time frame of this date, this contract is null and void and no 30 day trial or refund, if applicable, will be given. In the event said dog has any life threatening disease, a registered letter from the examining vet and puppy/dog must be returned to Shih Tzu Garden within 1 week of receipt of such exam. Seller's Vet must agree with diagnosis and prognosis. Shih Tzu Garden does not pay for any vet costs or fees related to this.

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. Adverse reactions can occur at temperatures over 70 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 agrees to not leave the dog in a car unattended at any time for any reason as it can get hot very quickly and this breed is desired by many and theft is common. Buyer agrees to not leave her in a backyard with no access to inside at any time. Buyer agrees to provide a short daily walk/stroller ride for her as she enjoys this so very much and adds to her happy personality. The dog walk is very important to a dog for many reasons per Caesar Milan, the well-known dog trainer, and with our own experience agree to this wholeheartedly.

The Seller assumes no responsibility for medical expenses, mortality, landlord disapproval, allergy, or any other undesirable circumstances once dog has left the seller's premises.

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 past the 30 day trial period. Seller may agree to help place said dog for Buyer or take back dog if possible at that time. Under no circumstances is this dog to be sold, leased or given away to a Pet Store, Laboratory, Research Facility, Broker, Animal Shelter, or Other Person. We do not want any of our dogs 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. If Shih Tzu Garden should find out Buyer has violated this, there will be a \$5,000. fine and dog will be returned and or relinquish Lily to Shih Tzu Garden immediately at Buyers expense.

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 dog is with Limited registration as defined by the AKC (American Kennel Club). It is agreed and understood that this dog is being given for: **PET (not breeding or show)**

Name: **Sex:** **Color:** **Birth date:**

Transferred To:

Address:

Telephone:

Email:

Purchase Price:

NON-Refundable Holding Fee Deposit: _____ **Buyers initials** _____

Date received: _____ **Form of Payment** _____

Balance Due: _____ **Date transferred:** _____ **Form of Payment:** cash or bank cashier's check only please

Additional info and arrangements: _____ is up to date on rabies, parvo/distemper vaccines and topical flea treatment (Frontline Plus). A copy of the vet records by Gilroy Vet, a food instruction sheet, vocabulary she/he knows, and schedule & feeding routine have also been provided. She/he is **NOT** on any heartworm or bordatella medication per our vet recommendation. Please check with your vet for his/her recommendations based on where you live. Buyer agrees to take dog in her/him AS-IS present condition with no type of warranty implied.

Microchip information will be released to new Buyer after 30 day trial period. If he/she is not working out and or is not happy with new owner he/she will be returned to Shih Tzu Garden at expense of Buyer for a full refund of the purchase price unless other arrangements are made at that time. Before returning and refund provided, he/she must be checked by New Owner's Vet with passing health check and fecal exam (no issues, diseases, etc picked up along the 30-day period). Written exam results will be provided to Shih Tzu Garden. If in the unlikely event that dog has picked up something in the 30 days, the treatment cost will be Buyers responsibility and dog must be cleared to be well with written exam from New Owner's Vet before return (because we breed puppies here, we must be very careful).

Shih Tzu Garden retains the right to do a home check during or at the end of 30 trial period and make final decision of the completion of the adoption if we feel it is necessary for her/his happiness and best interest.

Please be sure you are ready for the long term commitment and have the financial resources and time the dog will need and deserve before you obtain this dog or place a non refundable deposit if applicable.

New Owner understands that owning a dog is a major commitment and that _____ is an indoor dog. She/he will require grooming that can cost \$40-\$60 every 4-8 weeks. She/he currently is bathed every 3 weeks with teeth brushed and ear care. She/he will need continued vaccinations, teeth cleaning, ear care, and vet care. I, as the Buyer and new owner, am willing and able to take on this commitment and responsibility. Buyer agrees not to leave her/him alone for extended period of time (over 3-4 hours as this is what he/she is used to) as she/he especially needs her/his human contact.

Buyer agrees not to change her/his name as this is her/his Identity. She/He will be going through a transition period of getting to know all new sights, smells, people, etc. and changing her name is not recommended to help her through this process. The Identity is the only thing that will be the same and they do better if it is kept. Please be gentle with her/him and give her/him extra love during this time and provide a calm and quiet environment. She/He is similar in many ways to a 2-3 year old child. She/He also responds to calling her/him_____.

Buyer agrees by the receipt of said dog that the Buyer fully read this Adoption Agreement in its entirety, understands and agrees to the terms and conditions and that this Agreement stands as a full binding legal contract between Seller and Buyer.

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

Buyer Signature _____ Date: _____

Seller Signature _____ Date: _____

Shih Tzu  Garden

Karen McAuley

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

