



Health Guarantee / Contract

Breeder/Seller

Full Throttle Terriers
Darcy Bartholomay
910 Shale Drive
Pocatello, ID 83204-4444
idaspu80@msn.com
208-604-0600

Buyer/Buyers

Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____

Litter Information

Microchip:

Breed: Border Terrier
D.O.B.: July 25, 2020
Sire: GCH Redgate's Moonstruck
Dam: CH Full Throttle's Top This! RATN

Guarantee/Contract

Registry: American Kennel Club

Puppy's Registration will be Limited

Registration Certificate or Application Form given to Buyer(s): Yes No

Reason if withheld: Breeder will send in to AKC after Spay or Neuter are completed as per paragraph 5.5 & 5.6

Neutered/spayed Yes No as per 5.5 & 5.6 See paragraph 5.5. & 5.6.

1. CO-OWNERSHIP WITH BUYER AND SELLER

There **WILL NOT** be a Co-ownership of the Dog with Buyer and Seller.

The terms of the Co-ownership agreement will be documented in Addendum A.

2. BREEDING OF THE DOG

Seller **DOES NOT** retain breeding rights, nor does buyer have any breeding rights.

3. CONFORMATION SHOWING OF THE DOG

The Buyer/Seller **DOES NOT** intend to show the Dog in conformation competition.

4. WARRANTIES

4.1 At the option of the Buyer. The Buyer may take the Dog to a licensed veterinarian for a thorough health exam and any necessary vaccinations within 5 days from the time of purchase. Any implied health warranty is void if the Buyer does not make a vet visit within the prescribed period of time, even though the visit is optional. Provided that the Dog is returned to the Seller within 5 days of licensed veterinarian examination, and the Buyer furnishes a signed statement from the licensed veterinarian of a medical problem, a full refund will be given to the Buyer within 30 days of return.

4.2. Purebred Dog. Seller warrants that the Dog is a purebred Border terrier and that the pedigree is correct and will be provided. The Dog is register able unless the registration application form is withheld as indicated on page 1 of this contract.

4.3. Adult Dog The Buyer understands that the Seller has Limited information and control regarding the Future temperament, habits, and appearance, coat type of the Dog, and hence do not warrant such.

5. TREATMENT OF THE DOG

5.1. Member of the family. Regardless of any provisions in this Contract, this Dog is to be kept as a house pet only. Extensive time in outside areas, garage, or tied up outside is not allowed. The Dog is to be kept in the Buyer's living quarters and treated as a family member.

5.2. The Dog is not micro chipped

The Buyer must obtain permanent identification of the Dog via micro chip it must be registered in the name of both Buyer & Seller. Buyer will provide proof to the Seller.

5.3. Necessary Veterinary Care.

The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury, and may take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.

5.4. 1st Rite Of Refusal.

If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller immediately. This Dog may never be sold or given away to any individual, company, research facility, animal shelter or group. The only exception to this is with written approval and agreement from the Seller. Upon approval and agreement from the Seller the Dog's registration certificate is signed over to the new owner of the Dog. Any other transfer of this Dog without written permission of the Seller shall make the Buyer liable for \$5000.00 in damages, payable upon demand to the Seller. If this Dog is ever returned to the Seller for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate.

5.5. Neuter / Spay At the requirement of the Seller, the Buyer will follow all requirements of the Seller and have the Dog neutered/spayed in the time frame specified in Section 8.6

5.6. Dog is to be neutered/spayed at Buyers expense.

- Before dog reaches 8 months old
- After 6 months of age
- By age:
- Never
- At the discretion of the Seller

Upon agreement of a neuter/spay date the Buyer must provide proof to the Seller within 5 days of alteration.

6. ADDENDA

This Contract has the following Addenda which are Part of the original Contract:

- A. Co-ownership Agreement of Buyer and Seller
- B. Breeding Agreement
- C. Conformation Showing Agreement
- D. None

7. CONFLICT RESOLUTION

7.1. Mediation. Buyer and Seller agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

7.2. Arbitration. If signed below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State stated in section 13. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State’s civil code.

7.3. Attorney Fees With the exception stated in paragraph 10.1, in any action, proceeding, or arbitration between Buyer and Seller arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

GENERAL CONTRACT TERMS

8. Final terms. All understandings between the parties are Incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

9. No Changes

Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by Buyer(s) and Seller(s).

10. State of Idaho

This Contract shall be governed by and Construed in accordance with the internal laws of the State of Idaho and without reference to any rules of construction regarding the party responsible for drafting this Contract. All arbitration or court action shall take place in the seller’s state of Idaho

11. The singular form of Buyer and Seller includes the plural.

12. Required Terms Included. In the event the laws of the state noted in Section 13 require any other provisions to be Included in this Contract to make this Contract Compliant with the laws of said state, then said Provisions shall be deemed included herein.

13. Contract Consent not withheld.

If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

SIGNATURES for General Contract Terms

Date_____

Buyer_____

Seller_____