

Magnolia Hill Kennels
1678 BOWERS RD BASKERVILLE VA 23915
434-210-6113

PURCHASE AGREEMENT/HEALTH GUARANTEE

PLEASE NOTE: Effective January 1, 2009 All puppies purchased from Magnolia Hill Kennels within the Commonwealth of Virginia are subject to 5% sales tax in accordance with the Virginia Department of Taxation.

Date_____

This agreement is made between MAGNOLIA HILL KENNEL and the buyer:

NAME _____ PHONE _____

ADDRESS_____

CITY _____ STATE ___ ZIP _____

For the purchase of the following breed:_____

COLOR_____ SEX___ DATE OF BIRTH _____

SIRE =====

DAM =====

The above said breed is sold as a PET for the total price of \$_____. A deposit of \$_____ (\$200.00 minimum) is hereby made and cash balance is due to seller before the dog is placed in the buyer's possession. Registration papers will also be held until balance is paid in full. The buyer understands that this deposit is **not refundable**, for any reason, but is a commitment to buy a puppy. However if for any reason you do not get a puppy from the planned litter your deposit can be applied to a puppy from a future litter, but you must wait until we have a litter that produces a puppy that suits you..
IT IS HEREBY AGREED BY BOTH PARTIES THAT THE FOLLOWING CONDITIONS WILL BE MET AND THAT NO OTHER WARRANTIES OR CONDITIONS ARE EXPRESSED OR IMPLIED.

This dog has been classified as a PET by seller, it does not qualify as a show prospect/ Show quality dog at time of sale. This dog is being sold with full rights.

NOTICE

The sale of certain dogs and cats described as being registered or capable of being registered with any animal pedigree organization is subject to the provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.). In the event that a licensed veterinarian certifies your animal to be unfit for purchase within 10 days following receipt of your animal, you may choose: (i) to return your animal and receive a refund of the purchase price; or (ii) to return the animal and receive an exchange animal of your choice of equivalent value.

In order to exercise these rights you must present a written veterinary certification that the animal is unfit to the pet dealer within three business days after receiving such certification.

If the pet dealer has promised to register your animal or to provide the papers necessary there for and fails to do so within 120 days following the date of contract, you are entitled to return the animal and receive a refund of the purchase price or to retain the animal and receive a refund of an amount not to exceed 50 percent of the purchase price.

The purchaser promises to keep the dog in a proper manner. It shall not be kept permanently in a kennel. If problem arise concerning keeping or training, or if the dog becomes seriously ill, the BUYER agrees to consult the breeder. If it should prove necessary for the dog to change hands, the BREEDER HAS PRIOR PURCHASE RIGHTS FOR A PERIOD LIMITED TO TWO WEEKS. Selling to a third party is permissible only after consultation with the breeder, whereby the main consideration is the assurance that the dog is passed to responsible owners. This puppy has been bred by us and has been carefully and painstakingly reared. The parents were mated with the aim of breeding good and healthy puppies. .

At the expense of the BUYER, this dog should be examined by a veterinarian within 10 days of possession to validated Health Guarantee, and get a second shot. We are not responsible for Parvo, Geordia, Coccidia, worms, ear mites, fleas, yeast infections, parasites; all of these conditions are not covered. The breeder will not pay any veterinarian bills paid by buyer.

Puppy is covered for one year if feed **Life's Abundance premium** dogfood which can be order via our website, **two years** if you use NuVet labs vitamins **1-800-474-7044 order code 86546**.

A veterinarian must send the puppy off to a lab for a necropsy and send Magnolia Hill Kennels the results to show us why the puppy died thus proving that it was a Genetic Defect.

If puppy is found to have a genetic defect as determined by a veterinarian, which Results in the death of the puppy Magnolia Hill Kennels will replace said puppy for the same breed within one year of the date of delivery.

Buyer releases seller, Magnolia Hill Kennels and their estate from any and all liabilities, and/or damages by fault of this dog after the time of sale. These damages include, but are not limited to, destruction of property and/or physical damage to any person or group of people.

This contract is made out in duplicate; the seller and buyer each to receive a copy

Buyer _____ Date _____

Seller _____ Date _____