

# Sales Contract /Health Guarantee – Spring Brook Farms, LLC

**Breed:** Miniature Longhair Dachshund **AKC #** \_\_\_\_\_

**Whelped:** \_\_\_\_\_ **Sex:** (\_\_\_\_) Male (\_\_\_\_) Female

**Sire:** \_\_\_\_\_

**Dam:** \_\_\_\_\_

**Puppy Identified As:** \_\_\_\_\_

**Description:** Coat \_\_\_\_\_, Color \_\_\_\_\_, Pattern \_\_\_\_\_

**Sexually In-Tact with all reproductive organs:** (\_\_\_\_) in place, (\_\_\_\_) Neutered, (\_\_\_\_) Spayed

**Other health problems known (if any):**  
\_\_\_\_\_

**Limited AKC and Pet Price - Total Due Prior to Delivery of Puppy:** \_\_\_\_\_

**Deposit (non-refundable):** \_\_\_\_\_

**Balance Due:** \_\_\_\_\_

**Total Paid by Buyer:** \_\_\_\_\_

**Breeder/Seller:** Lori Wernsman/Spring Brook Farms, LLC

**Buyer:** \_\_\_\_\_

We love our dachshunds and work very hard to ensure that we are producing quality, loving, beautiful dogs that meet the standards set by AKC. It is with pleasure and much joy that we are able to provide you with your new dachshund and we really appreciate and value that you have decided to purchase one of our precious dogs. We only want the very best for each of our puppies and strive to assist them in being a member of a responsible and loving forever family and home.

This document has been created for the puppies' safety and well-being as well as your piece of mind.

**The Buyer** agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming, socialization, training, exercise and responsible care. This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition, which consists of a good quality feed, given at regular intervals, and fresh water available at all times. The Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision and to highly consider that the puppy/dog be micro-chipped in order to facilitate his return if lost or stolen. The Buyer understands taking much caution in the puppy's exposure to disease prior to all inoculations being given by using discernment as to where they take their puppy, for example carry your puppy in and out of the vet's office.

**Deposit:** The deposit to hold a puppy is \$400. Once the deposit has been received, the puppy then becomes unavailable to sell to any other party, and therefore the DEPOSIT IS NONREFUNDABLE. In the event something should happen to the puppy that the deposit was placed on, the Buyer will be notified, and the deposit is then transferable to one of similar price/sex. The deposit is applied to the purchase price of the puppy or a refund may be given for the deposit if a similar puppy is not available at Breeders/Sellers discretion. The puppy does need to be paid for in full prior to leaving Breeders possession. No puppy shall be picked up or shipped until the remaining balance is paid in full. Accepted payment methods are cash and US Postal money order for final payment.

By purchasing or placing a deposit, the purchaser agrees to the contract of Spring Brook Farms, LLC and/or Lori Wernsman(Breeder/Seller).

**Health Guarantee:** This guarantee applies to the original Buyer only. It is not transferable and will become null and void if the puppy is sold, leased, or in any other way transferred to a third party or if the puppy is no longer under the direct care, custody and control of the original Buyer.

There are no cash refunds, except as specified above by the Breeder/Seller and all sales are Final.

You must have your new puppy examined by your vet within 3 days (72 hrs) of delivery to validate the health guarantee. This health guarantee is null and void if Buyer does not follow through with vet exam within the 72 hrs of leaving Breeders possession.

**72 HOUR HEALTH GUARANTEE:**

This guarantee is between Seller and Buyer listed above. As the Buyer you agree to have your puppy examined by a licensed veterinarian within 72 hours of receiving your puppy. If the puppy is found to be of unsatisfactory health and written documentation of the condition is presented to the Seller in those same 72 hours, the Seller shall refund 100% of the purchase price, provided the puppy and registration papers are returned to the Seller at the Buyer's expense.

This puppy is guaranteed to be free of genetic/hereditary defects by 12 months of age. The determination of what constitutes a hereditary defect is to be made by the unanimous agreement of two Veterinarians agreeable to both parties. Cost of the opinions is to be assumed by the Buyer. The Seller will replace this puppy or refund full purchase price if a similar puppy is not available at Breeder's/Seller's discretion if it dies up to 12 months of age due to any hereditary defects if the following conditions are met. Buyer must consult with Seller within 24 hours of any serious or life threatening illness. Buyer must have autopsy performed within 24 hours of death. Under no circumstances is Seller to be held responsible for medical services.

Puppies are given all necessary shots and wormed regularly according to their age and the Breeder/Seller has taken proper precautions to prevent infectious disease, but is not responsible for any parasite, bacteria, or viruses that are not in the control of Breeder/Seller or Buyer. The Seller does not guarantee against parvo, corona, distemper, bordetella, coccidian, campylobacter, wormy stools, hypoglycemia, size, or fertility.

There are many very common puppy illnesses that can occur at any time, frequently brought on by stress, and are usually very easily treatable, therefore the Breeder does not guarantee against stress related illnesses. Buyer is aware that shipping a puppy can be stressful for the puppy. The puppy may vomit and aspirate some vomit.

The Seller is not responsible for any veterinary expenses.

No guarantee will be given as to adult size, color, conformation, trainability, or breeding ability.

**Injury/Neglect:** This agreement becomes null and void due to any injuries or neglect regardless of whether accidental or intentional. So please be careful and watchful of your new puppy.

**Sizing:**

Breeder does not guarantee adult size on any puppy sold. Food, diet, exercise, age, and metabolism of each animal are different and have a direct impact on the adult "maintenance" weight. Seller states that said puppy is bred from 2 dogs that both qualify as Standard or Miniature Dachshunds (which ever you purchased from which stated parents standards) OR 1 mini parent, and 1 standard parent. Seller will try and give you an IDEA of the size of the puppy based from experience in past litters.

**Color:**

Breeder does not guarantee the color or pattern of said puppy and can only give their best opinion. Some puppies change with time and age. Buyer does promise to give you the most accurate description from previous experiences and current knowledge.

**Sales Contract:** All puppies are sold as pet only with limited AKC registration meaning there is no breeding/showing rights. Spaying or neutering is required for this dog based on Buyer's veterinarian's recommended age to do so within 1.5 years of age. Buyer agrees to not breed the puppy under any circumstance; not intentionally, not unintentionally, and not accidentally.

Full AKC registration may be available to approved Breeders/show homes for additional fees. If you purchased your puppy with Full AKC registration privileges you will have the right to show or breed your puppy. You agree to not breed this puppy until a minimum of 8 months of age for females and 7 months of age for males per AKC rule standards or an older age as recommended per Buyer's vet. Under no circumstance is Seller guaranteeing future breed or show ability of said puppy. Breeding before the above time requirement nullifies all health guarantees. You agree not to re-sell said puppy/dog with full AKC registration, unless it is going back to said Breeder.

By signing this contract, you the Buyer, agree to contact us if you are unable to keep this puppy. This puppy is not being sold to you for resale purposes. The Breeder/Seller listed below must be given first right of refusal before this puppy can change hands. This is to make sure that one of sweet dachshunds does not end up in a research situation, shelter or a puppy mill!!

Once signed by the Breeder/Seller and Buyer this contract is binding and enforceable in court. Buyer agrees that all disputes shall be settled in the state of Indiana under the Boone County jurisdiction.

**LEGALLY BINDING AGREEMENT**

Puppy Delivered to Buyer at \_\_\_\_\_ on \_\_\_\_\_

This contract was executed on the \_\_\_\_\_ day of \_\_\_\_\_,

Between Seller, Spring Brook Farms, Lori Wernsman, and the undersigned,

**BUYER PRINTED NAME:** \_\_\_\_\_

**BUYER SIGNATURE:** \_\_\_\_\_

Home address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone # : \_\_\_\_\_

Email Address: \_\_\_\_\_

**BREEDER/SELLER SIGNATURE:** \_\_\_\_\_

*Enjoy your new family member! Feel free to call me if there are any problems or if you have any questions. Please stay in touch occasionally! We would love get some really cute pictures and to know how your new dachshund is doing over the years! Lori*

Final Page of Health and Sales Contract  
Spring Brook Farms, LLC  
Breeder/Seller – Lori Wernsman  
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New Ross, IN 47968

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