



The BREEDER does not assume any liability for injury to the Puppy/Adult after hand delivery or delivery to the airport for the flight.

5. If the puppy is found to have a life-threatening congenital defect (which means he/she will die from the defect) at the time of your exam or up to one year from date of birth, the BREEDER must be contacted. A written copy of the report must be e-mailed to us within 2 business days of the licensed veterinarian determination and have one (1) written report from an unassociated veterinarian stating the same problem and the BREEDER will provide a replacement puppy of comparable quality, same color, same sex. The puppy needs to be returned within 1 week. If the BUYER chooses to return the puppy, the puppy will be returned along with all registration papers and all documents that came with the Puppy at time of purchase, at the buyers expense. The replacement puppy will be shipped at the BREEDER'S expense. If Buyer chooses to keep the puppy then no refund will be given. The BREEDER is not responsible for any medical expense incurred. We will not guarantee against communicable diseases, such as Coccidia or Giardia.

a) If a puppy is being returned to the BREEDER, the returned puppy must be returned in a good healthy condition, other than the specified problem, at the BUYER'S expense. The puppy needs to be returned within 1 week. The BUYER will then qualify for a replacement puppy.

b) The replacement puppy will be mutually agreed upon by both BREEDER and BUYER and will be of comparable quality, same color, same sex (if available). It is understood the replacement puppy may not be from the exact same parents of the original puppy.

c) No replacement Puppy will be given if the puppy has been euthanized without the permission of the BREEDER, before a consultation with the treating veterinarian. The exception to euthanasia would be in the case of severe injury or suffering on the part of the animal.

6. The BUYER agrees to provide the dog with basic obedience training, socialization, adequate food, fresh water, shelter, medical care including all necessary shots, heartworm prevention, annual fecal exam, rabies vaccination and any medication recommended by the veterinarian.

7. Worms, Coccidia, Giardia and Kennel Cough are not a reason to return a puppy. Puppies are wormed at 2, 4, 6, and 8 weeks with two different wormers alternating each time wormed and every measure is taken to prevent parasites. Kennel Cough is self-limiting and like the common cold must run its course. Under no circumstances will the BREEDER be responsible for any type of veterinary bills or any transportation cost of any kind at any time, except noted for a replacement puppy. All vet and transportation cost is the responsibility of the BUYER.

8. The following are not covered in the health guarantee: erect ears, under/overbite, cherry eye, stenotic nares (collapsed/pinched nostrils), entropion, elongated soft palate, loose patellas, deafness and other communicable illnesses such as Coccidia, Giardia and Kennel Cough, Parvo (If you expose your puppy to outdoor conditions without proper inoculations) and/or any other minor conditions that are common to the Boston Terrier breed.

b) We DO NOT guarantee against conditions that may or may not be stress related from the move to a new home and/or by the shipping process. The stress-related conditions that have previously remained dormant can be triggered by the above and unfortunately cannot be diagnosed until an active case becomes evident. Some of these stress-related conditions or illnesses are Coccidia, Kennel Cough, and Hypoglycemia (low blood sugar). What is covered is the overall general health and wellness of your puppy at time of transfer from BREEDER to you the BUYER till the pup is 1 year old. All of our puppies see their Veterinarian for health clearance before leaving our possession. All of our puppies are guaranteed to be clear of JHC (Juvenile Hereditary Cataracts) not age-related cataracts.

9. All guarantees are void if the dog has been bred less than 12 months old, overweight, malnourished, kept in an improper environment, or is injured due to neglect. The Buyer agrees not to breed the Dog if sold a limited registration (or use the Dog at stud) under any circumstances. Should the Buyer do so, he/she agrees to pay to the Breeder as a penalty the sum of \$5,000.00 per puppy per litter produced without the breeder's approval. If it is found at any time that the buyer does not adhere to this contract, they may be given a penalty in the sum of \$5,000.00 and any or all court costs and legal fees up to the discretion of the seller. Any and all litigation and or Court action will be conducted in Plymouth County, Massachusetts.

10. The BUYER agrees that if they can no longer keep the Puppy/Adult at any time during its life, the Breeder MUST be contacted first and, NEVER to be dropped off/ left at a shelter or pound.

a) When the BREEDER is notified of a puppy needing returned due to unforeseen circumstances. The BUYER agrees to return the puppy to the BREEDER including all registration documents and foregoes all rights to the said dog, at which point the BREEDER is not obligated to refund any or all of the purchase price. BUYER is not entitled to a refund. The BREEDER will be incurring vet bills and food bills for the rescued animal until they can be placed in a suitable home. The BUYER will need to make all the arrangement for delivery of the puppy to the BREEDER. No replacement is offered in this circumstance.

11. Adjustment Period: The puppy will need 2 weeks to adjust to its new home, people, change of food, etc. It is not abnormal for the puppy to experience some mild vomiting and/or diarrhea.

12. This contract only applies to the original buyer and is null and void if ownership is transferred.

14. If shipping is needed, Ground Transport will vary based on location.

13. The BUYER agrees that any photos sent to the BREEDER after the purchase of a puppy can be posted on our website, we encourage you to keep in touch with us. We love getting updated pictures.

A note on health testing in the canine world: JHC test for cataracts but did you know this does not prevent age related cataracts? There are patella tests but did you know this does not prevent age related joint issues later in life, there are cardio tests but did you know this does not prevent age related heart issues later in life? Even with BAER testing for hearing which are wonderful for each individual dog it does not test for the actual gene that causes deafness which also can come later in life age related and/or pop up in future offspring. We also take for granted that these tests guarantee the health of our dogs for life when in fact they do not. We are 100% FOR TESTING We only wish that people realized this is NOT a lifetime guarantee as with us humans we age and so do our bodies and even our minds.

Sellers Signature:

Date:

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Buyers Signature:

Date:

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