

Keim's Royal Boxers Guarantee Terms and Conditions of Sale

Puppy Name:

Description:

AKC#:

Boxer Gender:

Buyer's Name:

Address:

Phone #:

E-Mail:

1. The Buyer must have the puppy examined by a licensed veterinarian within two (2) days of receipt of the puppy excluding Sunday and holidays. A copy of the examination (vet report) must be sent to the Seller by e-mail within four (4) days of receipt of the puppy. Failure to comply will render this guarantee void.
2. The Buyer is responsible for the daily health care and maintenance of the pet, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. In order for the guarantee to remain in effect you must keep receipts and records to verify that you have taken your pet to a duly licensed veterinarian for checkups and all required immunizations.
3. In the unlikely event of the death of the puppy within one (1) year from its birth due to genetics, the Seller shall replace the pet with another of equivalent value to the Buyer at no cost. All conditions set forth in paragraph 17 shall apply.
4. If the Buyer declines the replacement puppy, then the Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims.
5. In case of severe knee, elbow or hip dysplasia, the radiograph should be permanently identified in the film emulsion with: registered name and/or number, name of the veterinarian or hospital making the film, date of radiograph taken. Furthermore, the radiograph and report must meet OFA's standard submission requirements.
6. The value of the puppy for the purpose of this guarantee is solely the original purchase price of the puppy, and does not include shipping costs, health certificate, shipping crate or any additional prices declared by the Buyer.
7. This guarantee is non-transferable. In the event this guarantee is exercised, the registration papers must be returned to the Seller.
8. All puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.
9. The Seller is solely responsible for supplying the registration papers for registered puppy. Any costs to obtain new or renewal registration papers are the sole responsibility of the Buyer. If the papers are lost, the Seller will assist the Buyer in obtaining new papers at the Buyer's expense.
10. The Seller makes every effort to provide accurate and up-to-date information regarding the puppies they sell. The Seller is not responsible for typographical or photographic errors.
11. Usually the puppy will ship within 7 to 14 days after eight (8) weeks of age or purchase date; but occasionally a puppy may need additional time with the Seller before shipping. The final determination of the shipping date for the puppy is made by the Seller and the Seller's veterinarian, with the health of the puppy being the overriding factor.
12. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Nemaha County, KS. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.
13. An administrative fee of \$400.00 shall be retained by the Seller should the Buyer decide to cancel anytime prior to shipping. This fee is to reimburse the Seller for out-of-pocket expenses and overhead costs associated with the transaction.
14. Transportation of the puppy is arranged through third-party carriers. Occasionally there may be delays for numerous reasons including, but not limited to, weather, temperature restrictions, logistics, mechanical failure, or other unforeseen events. The Seller shall not be liable directly or indirectly for any delays that may cause the Buyer inconvenience or financial loss, nor shall any delay be a valid cause for cancellation.
15. The Seller disclaims any and all implied warranties of merchantability and fitness.

Seller Initial: _____ Buyer Initial: _____

16. Seller will not accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or credit.

Limitations of Guarantee:

17. The dog must be in good physical condition. In the unlikely event said puppy is found to have a genetic defect that is life-threatening, a statement from 2 different licensed DVM's (Doctor of Veterinary Medicine) of Buyer's choosing confirming such an event and cause is required before any action will be taken by the Seller. Seller reserves the right to a third opinion of Seller's choosing to determine the genetic defect. If this guarantee is exercised and a replacement puppy is given then the original puppy must be returned to the Seller. All shipping costs are paid by the Buyer. No replacement will be given if the female has been bred. All laboratory verification must be done by a licensed, DVM, Doctor of Veterinarian Medicine. No replacement will be given if breeds that are known to be prone to hip dysplasia are over weight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide puppy with timely inoculations or regular veterinary care will void this guarantee. This guarantee does not cover any Veterinarian costs. The Buyer is aware that owning a puppy means frequent visits to a Licensed Veterinarian and understands that he/she will be responsible for all payments. This guarantee does not cover any of the following conditions: intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Ringworms) Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Inguinal, Perineal, or Diaphragmatic), Heart Murmur grades I, II or III, Patella Luxation grades I, II or III, Entropion, "loose hips", skin allergies, elongated soft palate, small trachea. This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. You must follow sellers recommended nutritional program, including feeding only premium dog foods. You must retain all receipts for food to show you are abiding by this guarantee. All dogs must not be over exercised during their growth period. Over exercising is as follows: running with the dog or jumping the dog. All the above mentioned conditions must be met or all guarantees above mentioned will be void. Temperament issues are not covered under this guarantee as they can be caused by a lack of training, discipline or proper dog socialization. The owner is responsible for all transportation costs to and from the Seller. If within one (1) year from date of birth, a dog is found and certified by two (2) duly licensed Veterinarian doctors to have hereditary disorders which adversely affect the health of the animal, and if Breeder is notified within two (2) business days of the veterinarian's determination, the breeder will provide a replacement puppy of equivalent value. The seller is not responsible for any veterinarian fees, shipping costs or any other associated costs. Seller sells pets for companion purposes only. Seller does not guarantee against low-blood sugar (Hypoglycemia), or any other non-life threatening illnesses common to puppies. This contract is not valid outside the United States.

1. 18. This agreement represents the total agreement between the Seller and the Buyer and no other terms or conditions shall be valid to this sale. The Buyer has read this agreement and agrees to the terms and conditions herein.

I, the purchaser of a puppy from Keim's Royal Boxers, hereby acknowledge that I have read, understand, and agree to the terms of this document. Further, I accept the terms and conditions of the guarantee for hereditary disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. This agreement represents the total agreement between Keim's Royal Boxers and the buyer and no other terms or conditions shall be valid to this sale.

Buyer's Signature: _____ Date of Purchase: _____

Seller's Signature: _____ Date of Purchase: _____