

McMillan's Dachshunds
Home of Quality AKC Miniature Dachshunds

Jim & Alisha McMillan
PO Box 946 ~ Twisp, WA 98856
info@mcmillansdoxies.com ~ 206.755.9312

Our dogs are bred with careful consideration to the future of the breed, emphasizing temperament and health, beauty and brains. The purpose of this contract is to protect the interests of the purchaser(s), the vendor's breeding program as well as to secure the continued wellbeing of the dog. Every effort has been made to ensure all parties understand their rights and obligations as laid out in the contract.

MCMILLAN'S DACHSHUNDS CONTRACT, BILL OF SALE, & HEALTH GUARANTEE
This contract and bill of sale was provided by *McMillan's Dachshunds*, hereafter known as breeder.

This is to certify the sale of one Dachshund on _____

To:

hereafter known as buyer, _____

DESCRIPTION OF DOG:

Date Whelped: _____ Color: _____ Sex: _____

The Dachshund described above is sold for the sum of \$ _____

Sire: _____

Dam: _____

Breeder's name: Alisha & Jim McMillan – McMillan's Dachshunds

Breeder's address: PO Box 946, Twisp, WA 98856 ~ 206-755-9312

Please read the following clauses carefully. You have the option to have this contract reviewed by a lawyer, at your expense, prior to signing.

CONDITIONS OF SALE:

McMillan's Dachshunds go to great lengths to produce healthy, sound puppies. Puppies bred at McMillan's carry a one (1) year guarantee against life threatening genetic health defects. It is impossible to predict that every animal produced at McMillan's will be free of all health problems, that is why we offer this guarantee. If buyer orders NuVet™ vitamins under code 62192 for the full 2 years after purchase, McMillan's will extend the health guarantee an additional (1) year, for a total of a (2) year health guarantee. NuVet™ purchase records must be kept under code 62192 to qualify.

We guarantee this puppy is in good health, to the best of our knowledge, at the time of sale. To keep this warranty valid, the dog must be examined by a licensed vet within 72 hours (excluding Saturday and Sunday) of receipt of the puppy. If a vet finds the dog to have a life-threatening genetic defect, breeder will replace dog at breeder's earliest convenience with puppy of equal value when available. This dog must be returned immediately to the breeder, (within 48 hours) accompanied by documentation from a licensed vet for replacement. Breeder's vet's opinion is final. If conditions are not life threatening, there will be no replacement. Cosmetic defects are not included. Common parasites, fleas, ticks, worms, coccidia, etc. are not causes for replacement as they are not genetic problems. The breeder will NOT pay associated vet bills that may occur from any of these things regardless of if puppy had any of these things at the time of purchase and possession. McMillan's makes every effort to make sure that your puppy is healthy. otherwise,gs are a result of stress with going to a new home and do occur when the puppy has

otherwise been healthy at breeders. Any condition caused or exaggerated by obesity is not covered under the terms of this contract. There are absolutely NO REFUNDS! All veterinary expenses are the responsibility of the BUYER. This provision is not meant to cover any condition due to the natural aging process, malnutrition, color dilution alopecia, allergies, luxating patella's, allergies, undescended testicles, cosmetic defects, abuse or neglect.

Buyer acknowledges health records provided by breeder show age appropriate vaccinations and de-worming. Buyer agrees to give proper and prompt veterinary care, along with quality meat-based dog food, fresh water, secure exercise space, training and shelter.

No guarantee is made as to disposition, conformation, or quality. It is impossible to accurately determine the EXACT adult size of any puppy; therefore, we cannot give any size guarantee. BREEDER makes no guarantees, or warranties regarding the puppy's size, color, show quality or breeding ability/quality (if sold with breeding rights only).

Buyer agrees that breeder is not responsible for the actions or safety of this dog, once it leaves breeder's possession. Buyer further agrees to indemnify breeder from any costs that result from such actions.

If for any reason the buyer decides he or she can not keep this puppy, the puppy will be returned to McMillan's Dachshunds. No refund will be given. Dogs that are returned must be accompanied by all AKC papers and microchip ID signed over to breeder. Buyer agrees this puppy will never be sold to retailers, dealers, wholesalers, auction, breeders, brokers, or a puppy mill.

All provisions in this contract are designed to safeguard the dog, the breed in general, and the community, and as such, violation of any provision will cause damage to breeder's reputation. Failure to comply with any provision will result in the return of the dog to breeder and a \$3000 fine for each incident, for said damages.

Buyer of show prospect/breeding puppy agrees to use breeder's kennel name as the prefix in the registered name of the dog, and provide suitable pictures for publishing. All advertisement will include breeder's kennel name.

Additional terms: All puppies are sold as pets unless prior arrangements have been made. Pets must be spayed/neutered by 1 year of age. No breeding pet puppies. Proof of alter is required on pets to receive AKC paperwork, if agreed upon prior to purchase. If the animal is bred whether accidentally or purposefully, a fine of \$5,000 (per litter) shall be incurred by the buyer, payable immediately to McMillan's Dachshunds. The buyer has 30 days from the birth of the unlawful offspring to pay for liquidated damages or return the said dog to McMillan's Dachshunds and all said offspring.

This contract shall be legally binding and is under the jurisdiction of the State of Breeder's residence.

It is further agreed that the place of venue shall be the County of breeder's residence.

Your signature at the conclusion of this contract indicates agreement with the terms as stated herein. I, we, the buyer(s) hereby certify that we have read, understand, and agree to these terms and limitations and have entered into this agreement freely, being legally able to do so.

O This dog is sold with _____ registration. Breeders Initials: _____

O Buyer printed name/address: _____

O Buyer # 1 signature: _____ Date: _____

O Alisha or Jim McMillan, breeder: _____ Date: _____

O Genetic Guarantee Ending Date: _____