

Marly McBride
Duke's Schnauzers
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Thank you so much for your interest in one of our schnauzer puppy's! One of my top priorities as a breeder is to make this process a stress-free and enjoyable experience for both you and your family. Please feel free to text or call me if you have any questions or concerns along the way. I will keep you up to date with information and pictures of your puppy as he/she grows until it is time for your puppy come home to you. This contract is written for the protection of both the buyer and the breeder. However, it is primarily written to protect the health and general well-being of your sweet new puppy.

Purchase Agreement

1. Please read this contract completely before you send the deposit for a puppy, and don't hesitate to reach out if you have any questions. By placing a deposit on a puppy, you are agreeing to the terms and conditions in this contract.
2. A \$ _____ **non-refundable deposit** is necessary to reserve a puppy if the puppy is less than 6 weeks of age. If the puppy is older than six weeks of age, full payment is required to reserve the puppy. Breeder accepts payments via Venmo, Zelle, check, or money order. Breeder will send information on how to send after the contract has been signed. PayPal can be used only if buyer covers the additional fee's. _____ **(Initial of buyer)**
3. The puppy deposit is only refundable if the puppy passes, or if the puppy well-check appointment results with concern for a condition which will significantly impact the puppy's life span, or quality of life. The deposit will not be refunded if the buyer changes their mind on the purchase of the puppy under any circumstances. The deposit however can be rolled over to subsequent litters if the buyer would like.
4. Please do not send your deposit until you have read, initialed, and signed this contract. This contract is not considered, "active" until both Breeder and buyer have signed. Signed copy will promptly be emailed back to buyer and held on file with breeder indefinitely. Buying a puppy is a serious time and financial commitment. Please be sure you can satisfy both obligations prior to signing the contract as **full payment will be expected once the puppy is 6-weeks old**, unless prearranged with the Breeder. _____ **(Initial of buyer)**

Health Guarantee

1. Your puppy will be ready to go when they are 8-weeks old. Under no circumstances will the puppy leave the Breeders home prior to this. This is in your puppy's best interest. Your new puppy must be picked up, or in transport to you by 60-days old, or a \$20 per day boarding fee will apply.
2. Your puppy appears to be in good health at the time of this sale based off Breeder's assessment and knowledge.
3. Your puppy will be examined by a licensed veterinarian and deemed in good health at 6-7 weeks of age. A letter from the licensed veterinarian will be provided to buyer immediately after the puppy's well check appointment.
4. Should the buyer wish, they may contact our main veterinarian, or previous veterinarian at any time for reference. We take our dogs to VCA Creekside Animal Hospital in Murfreesboro TN and see either Dr. Higgins or Dr. Delffs. The office can be reached at (615) 849-7387. Previously we saw Dr. Foster at Douglas Veterinary Hospital in Roseville CA. The office can be reached at (916) 791-1111.
5. Your puppy will be up to date on shots and dewormed when he/she is 8-weeks old and will arrive with vaccine records. It is **very** important that you continue vaccinations and deworming on a veterinarian approved schedule. Please do not exposure your new puppy to other dogs that are not vaccinated until he/she has completed their entire vaccination schedule - usually around 16-20 weeks old.
6. The Breeder offers a **seven-year guarantee** against any *serious* congenital defects of the puppy. Congenital means any particular trait or condition from birth that the Breeder could have reasonable known about that significantly impact the puppy's quality of life. This guarantee does not include minor illnesses and health issues such as viruses, bacterial infections, allergies, and internal or external parasites. There is no guarantee against retained testicles, hypoglycemia, umbilical hernias, mange, worms, giardia, coccidia, kennel cough, retained dew claw, idiopathic seizures, or any other problems that are considered common among dogs and/or non-life threatening or life altering. Breeder does not guarantee fertility, or the ability to reproduce. In the unlikely event that a serious congenital defect shall surface, then the puppy will be returned to the Breeder, and the buyer will receive another puppy of the same breed, and value when there is one available. If a licensed veterinarian determines the puppy has a serious congenital defect, a written letter from two independent veterinarians is required and will be submitted to Breeder, or a necropsy report. The puppy will then be transported to the Breeder at the buyer's expense. This 7-year health guarantee is **void** if the buyer feeds their puppy a grain-free diet, and a raw diet without grain. Grain-free diets have been associated with cardiac conditions, such as dilated cardiomyopathy, in dogs and is not recommended by the American Veterinary Medical Association or the FDA. **(Initial of buyer)**
7. Please be advised that while the puppies or Dam's/Sire's are health screened with Embark Vet, they may be considered carriers of traits/conditions. Please also understand that the Embark Vet DNA genetic testing is constantly expanding and improved. This means that as time progresses, additional gene variants will be added to their panel. Prior tests specimens submitted may be re-analyzed which *may* alter an already tested animal's result. Ex: Dog could be initially clear carrying any genetic variants but may later be found to carrier. Please be advised that breeder accepts no responsibility for any costs

associated with a congenital defect or condition which later develops and was not tested for by Embark Vet. (Initial of buyer)

8. This guarantee does not cover any health issues caused by neglect, lack of vaccination, over vaccination, vaccine injury, or other injury from the buyer, another animal or child.
9. This guarantee does not include minor illnesses and health issues such as viruses, bacterial infections, allergies, and internal or external parasites. However, the breeder will disclose any known illnesses or health issues prior to the sale. This guarantee provides a **4-day health guarantee** against distemper and parvo. In the event a puppy is diagnosed with either infection during this 4-day time, the Breeder agrees upon provision of veterinary reports and receipts, offer a replacement puppy of the same value within the **4-day period only**. Buyer however must pay any shipping or miscellaneous charges associated with the transport of the returned puppy.
10. The Breeder assumes no responsibility for any medical expenses incurred after the sale but is always available to offer support or advice.
11. Puppy will be microchipped at breeder's expense at seven weeks of age, if the buyer would like. Buyer will be responsible for mailing in microchip forms as directed by Breeder.

Miscellaneous Terms of Sale

1. The Breeder does not guarantee size. Breeder will give the buyer the weight of the puppy's parents and the weight of the other puppies from previous litters. Breeder can give the buyer an educated guess as to full grown weight, but there are variables besides genetics.
2. **This paragraph is applicable only to buyers purchasing puppy as a pet/with limited rights.** This puppy is sold strictly as a pet only, unless discussed and agreed upon with the breeder beforehand. Breeder expects buyer to neuter/spay puppy and shall not be held liable for any conditions, pregnancies, or puppies which result from violating this term of sale. If Duke's Schnauzers finds out that any puppy who was sold with limited rights, is not spayed/neutered, and produces a litter, a \$6,000 fine, *per puppy, per litter* will be paid to, Marlayna McBride, owner of Duke's Schnauzers.
3. **This paragraph is applicable only to buyers purchasing puppy as a pet/with limited rights.** Puppy's unredacted American Kennel Club (AKC) registration form will be mailed to the owner after proof of spay or neuter has been furnished to the Breeder. This is to discourage the breeding of puppies/dogs sold to a buyer without full breeding rights which cost an additional fee, and are given out on a case-by-case basis. Breeder will provide buyer a copy of a redacted American Kennel Club (AKC) litter registration receipt via text message, or email by the conclusion of the puppies fourth week of life. In the puppy's going home folder (which is handed off at delivery/pickup), the Breeder will provide the buyer a physical redacted copy of their puppy's American Kennel Club (AKC) registration form. Upon request the Breeder will provide a copy of this redacted registration form via text message, or email to demonstrate that the puppy is indeed able to be registered with the American Kennel Club (AKC).

4. Breeder reserves the right to keep any puppy from a litter. Remaining puppies will be made available to those on the waitlist, and waitlist slot placement (#1, #2, #3, etc.) refers to a buyer's position in line amongst other buyers. For example, if a buyer is #1 in line for an available red puppy, this position is behind the Breeder should they decide to keep a red puppy from the litter.
5. If for any reason buyer is unable to keep the puppy, buyer agrees to return the puppy to Breeder and not place the puppy in another home unless given permission by the Breeder. The Buyer must return the puppy to the Breeder at their own expense. Upon return of the puppy, no money will be returned to the buyer as the Breeder will have to cover the costs of re-advertisement, upkeep, potty training and keeping the puppy current on vaccinations and deworming until the puppy is placed in his/her new home. Additionally, if the puppy is older than 8 weeks of age, the price of the puppy will likely have to be deeply discounted as older puppies do not sell as easily as younger puppies. **(Initial of buyer)**
6. Buyer agrees to feed puppy breeders food of choice or to slowly transition puppy to the food of their choice over a span of no less than two-weeks. Buyer understands that the Breeder will assume no responsibility of any illness or nutritional issues which may have arisen from improperly transitioning from Breeders preferred dog food. Buyer also understands that the breeder *will not offer* any 7-day partial refund for puppy if he/she is transitioned from Breeders' food of choice. **(Initial of buyer)**
7. The Breeder assumes no responsibility for any medical expenses incurred after the sale but is always available to offer support or advice.
8. Transaction's history/notes written below do not alter in any way the terms of the contract above. They are merely notes written by the Breeder outlining Buyer's preferences, transportation arrangements, and documentation of monies exchanged.
9. The laws of the State of Tennessee shall govern the validity of this contract, without giving effect to its conflicts of law's provisions, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
10. Breeder and Buyer agree that disputes arising out of or relating to this contract shall be brought exclusively in the courts of the State of Tennessee. The Breeder and Buyer consent and submit to jurisdiction in such courts and waive all rights to trial by jury, and if both parties agree, they can do nonbinding arbitration or mediation before trial. In the event either party shall seek enforcement of any covenant, warranty or other term or provision of this contract or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable attorney's fees and expenses actually incurred by it in connection therewith.

Breed: Miniature/Toy Schnauzer

Pre-birth waitlist or Live birth

Dam: _____

Puppy Date of Birth: _____

Sire: _____

Puppy Description: _____

Puppy Sex: M/F

Purchase Price: _____

Deposit Paid: Y/N

Remainder Due: \$ _____

Remainder Date Due: _____ **(Initial of buyer)**

Registration: AKC

Registration: Full or Limited

Transportation Fee Added: Y/N

Buyer Airport Code: _____

Breeder's Signature: _____ **Date:** _____

Buyer's Signature: _____ **Date:** _____

(END OF CONTRACT)

Transaction History/Notes: