

However, it is primarily written to protect the health and general well-being of your sweet new puppy.

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 \$ _____ **deposit** is necessary to reserve a puppy if the puppy is unborn or less than 6 weeks of age. *This deposit will be applied to the final purchase price. The deposit can also be rolled over to subsequent litters depending on waitlist availability and Breeder discretion.* This deposit is fully refundable if the Buyer changes their mind in the first seven (7) days after the payment has been sent, or if a puppy that fits the Buyers original contractual specifications is not produced within 12 months from contract signed date. Deposit is non-refundable in any other circumstance. 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 fees. _____ **(Initial of Buyer)**
3. The purchase price, including any deposit, is refundable only if the puppy passes away prior to pickup or if a veterinary well-check examination reveals a serious health condition that is likely to significantly shorten the puppy's lifespan or substantially impair its quality of life. The deposit becomes non-refundable if the Buyer chooses to withdraw from the purchase for any reason after the first seven (7) days following contract signing. However, upon request, the deposit may be applied toward a puppy from a future litter, subject to availability and Breeder approval.
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 and Health Guarantee

1. Your puppy will be ready for pickup at 8 weeks of age. Under no circumstances will the puppy be released from the breeder's home before this time, as it is in the puppy's best interest for proper socialization, development, and weaning. Your new puppy must be picked up or in transit to you by the time they reach 60 days (approximately 8.5 weeks) of age. If the breeder agrees to allow the puppy to remain a *short time* longer, a boarding fee of \$20 per day will apply starting after 60 days. Please note that any extended boarding is at the breeder's sole discretion, not available always, and the purchase may be canceled if pickup or transport cannot be executed in a timely manner.
2. Your puppy will be examined and microchipped 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.
3. 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.
4. The Breeder offers a **10-year congenital health guarantee** covering debilitating hereditary defects that were reasonably screenable through standard veterinary practices and commercially available genetic testing (including Embark) at the time of breeding and sale. The Breeder performs extensive Embark DNA testing and appropriate health screenings on all breeding stock; however, as genetic science advances rapidly, the Breeder assumes no liability for any costs related to genetic or congenital defects that were undetectable by clinical examination or available testing at the time of sale, regardless of when the condition is diagnosed. This guarantee does not cover minor, common, or non-life-threatening conditions, including but not limited to viruses, bacterial infections, allergies, internal or external parasites, retained testicles, hypoglycemia, umbilical hernias, mange, worms, giardia, coccidia, kennel cough, retained dew claws, or idiopathic seizures. The Breeder also does not guarantee fertility, breeding ability, or the ability to reproduce. In the rare event that a covered serious congenital defect is identified and confirmed in writing by two independent licensed veterinarians (or by necropsy report in the case of the puppy's passing), the Buyer must return the dog to the Breeder at the Buyer's expense. The Breeder will then provide a replacement puppy of equivalent quality and value from a future litter when available. The Breeder reserves the right to obtain a second or third opinion from a veterinarian of their choice at the Breeder's expense.
 - a. **Important Note on Diet:** This ten-year health guarantee is void if the puppy is fed a homemade diet (not formulated and prescribed by a board-certified veterinary nutritionist), a raw diet, or a grain-free diet. Veterinary organizations, including the FDA and AVMA, have noted potential risks associated with certain grain-free diets (often those high in legumes such as peas, lentils, or potatoes) and dilated cardiomyopathy (DCM) in some dogs, though the exact cause remains under study. Raw diets carry risks of bacterial contamination (e.g., Salmonella, E. coli) and nutritional imbalances and are discouraged by the AVMA due to potential harm to the dog and human household members. Homemade diets may also lack complete and balanced nutrition unless professionally formulated. **(Initial of Buyer)**
5. 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. While the Breeder performs Embark DNA testing and appropriate health screenings on all breeding stock, genetic science is continually advancing. The Breeder assumes no liability for any costs related to congenital or genetic defects that were undetectable by clinical examination or available testing (including Embark) at the time of sale. Buyer also understands that Embark Vet DNA results do not establish breed purity. Only AKC or CKC pedigrees are able to do that.

6. 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.
7. 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.
8. The Breeder assumes no responsibility for any medical expenses incurred after the sale but is always available to offer support or advice.

Miscellaneous Terms of Sale

1. Should the buyer wish, they may contact our main veterinarian, or previous veterinarian at any time for reference. We take our dogs to Westmoreland Veterinary Hospital in Westmoreland TN and usually see Dr. Ross. The office phone number is (615) 664-8387. Previously we saw Dr. Delffs at VCA Creekside Animal Hospital in Murfreesboro TN. Her office can be reached at (916) 791-1111.
2. 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.
3. **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.
4. **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).

5. 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.
6. 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)**
7. 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)**
8. The Breeder assumes no responsibility for any medical expenses incurred after the sale but is always available to offer support or advice.
9. After puppy selection at 3.5 weeks of age (or later if Breeder delays pick day), an addendum titled, "Duke's Schnauzers Puppy Selection Form", will be generated by the Breeder, and formally accepted by the Buyer. This addendum will be sent via DocuSign link and will require a signature from both parties. This addendum will supersede the puppy preferences listed on page 5 of this contract. All protections and language found in this purchase/pre-birth waitlist contract will be applicable to the specific puppy listed on the puppy selection addendum. After any payment has been made, a receipt titled, "Duke's Schnauzers Payment Receipt", will be generated by Breeder and send to the Buyer.
10. 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.
11. 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.
12. 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.

Purchase/Pre-Birth Waitlist

Breed: Miniature/Toy Schnauzer

Dam(s) Desired: _____

Sire(s) Desired: _____

Expected Birth Date: _____

Color(s) Preferred: _____

Puppy Sex Desired: M/F

Purchase Price: TBD on coat color choice & size, and transportation requirements. See pricing below.

Balance Due at Six Weeks of Age _____ **(Initial of Buyer)**

Registration: Registration: AKC, CKC, APRI

Registration: Full or Limited

\$500 Transportation Fee Added: Y/N

Buyer Airport Code: _____

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

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

(END OF CONTRACT)

Transaction History/Notes:

