

Guesshaus LLC  
Puppy Purchase Contract & Health Warranty

Foreword

Thank you for choosing Guesshaus LLC. We are excited to welcome you into our extended family and to keep you updated on your puppy's development until they are ready to go home.

<<Date of Agreement>>

Parties:

This agreement is between Guesshaus LLC ("Breeder" or "Seller") and the individual named below ("Purchaser").

<<First Name>>, <<Last Name>>,

<<Street Address>>, <<State>>. <<Zip Code>>,

<<Phone Number>>,

<<Email Address>>,

**A. Purchase Price & Reservation Details:** *Note: Price does not include transportation. Ownership responsibilities transfer upon final payment and pickup.*

Total Purchase Price:

- |                                            |            |
|--------------------------------------------|------------|
| 1. Champion Dams x GrandChampion Sires:    | \$2,500.00 |
| 2. AKC Pointed Dams X GrandChampion Sires: | \$2,000.00 |
| 3. Dams X GrandChampion Sires:             | \$1,800.00 |

**B. Reservation: \$300.00 (non-refundable)**

1. Reservation Purpose:
2. The reservation is not a payment for a specific puppy, but rather a non-refundable fee to secure the Buyer's pick position and gender choice within the selected litter.
3. Once the Buyer has selected and taken possession of their puppy, the reservation amount will be applied toward the total purchase price due when the puppy reaches eight (8) weeks of age or at the time of pickup, whichever occurs first.
4. In the event the selected litter does not produce the Buyer's chosen gender or an available puppy, the Buyer may choose to

(a) transfer the reservation to the next available litter where a position of equal value is open, or

(b) transfer the reservation to the next available litter where a position of greater value is open and agree to pay that puppy's price, or

(c) receive a full refund of the reservation.

### **C. Buyer's Selected Choice:**

The Buyer has selected the following gender(s) <<Selected Gender>>

The Buyer has selected the following Master Waitlist Position <<Master Rank Number>>

The Buyer has selected the following Pup or Choosing from a Future Litter <<Enter Pup Collar Color or Future Litter>>

### **D. Intended Use**

The Buyer agrees that the puppy is being acquired for purposes appropriate to its breed, including but not limited to **companionship, therapy work, herding, or performance activities**. The puppy shall **not** be used for **resale, illegal activities, hunting, or animal fighting**.

The Seller makes **no guarantee** that the puppy can earn a championship or achieve any competitive titles.

### **E. Veterinary Examination and Health Guarantee**

1. Puppies are sold in good health.
2. The Buyer must have the puppy examined by a licensed veterinarian within seventy-two (72) hours of pickup or delivery. Failure to complete this examination within the specified time frame voids all health guarantees.
3. If the puppy is diagnosed by a licensed veterinarian with a congenital condition requiring euthanasia, the Buyer must provide a verified veterinary report confirming the diagnosis. Upon submission of such documentation and proof of humane euthanasia (or return of the puppy, if applicable), the Buyer shall be entitled to either:
4. A full refund of the purchase price, or a replacement puppy of equal value from the next available position in a litter of the Buyer's choosing from the Seller's kennel.
5. Seller does not guarantee against common or treatable conditions such as coccidia, giardia, or other internal or external parasites.
6. The puppy may be returned for any reason within seventy-two (72) hours of pickup, provided it is in healthy and undamaged condition. Refunds in such

cases will exclude the reservation fee and will be issued only after a one-week quarantine period.

7. Travel, veterinary, and other incidental costs are non-refundable.

## **F. Health Warranty (to 25 Months)**

1. Genetic Conditions:

If the dog is diagnosed with a fatal genetic disease warranting euthanasia, the diagnosis must be confirmed in writing by two licensed veterinarians, one of whom may be chosen by the Seller.

2. Hip Dysplasia:

If the dog is diagnosed with moderate or severe hip dysplasia as confirmed by an OFA (Orthopedic Foundation for Animals) evaluation, the Buyer shall be entitled to one of the following remedies, at the Seller's discretion:

2.a) A replacement puppy of equal value and quality from the next available litter;

2.b) A refund of the purchase price, less the reservation fee.

## **G. Registration**

1. Puppies are registered with the American Kennel Club (AKC).
2. The Seller (Guesshaus) shall cover the cost of the initial AKC registration for each puppy.
3. The Seller retains the right to:
4. Assign the kennel prefix "Guesshaus" to the puppy's registered name; and
5. Provide or approve the puppy's official AKC-registered name prior to submission.
6. Each puppy shall initially be registered in the name of the Seller as primary owner, with the Buyer listed as co-owner until one of the following conditions is met:
7. The Buyer provides proof of OFA certification for hips and elbows with passing results and completes genetic testing through a recognized laboratory confirming the dog is clear or carrier-only for breed-relevant conditions; or
8. The Buyer provides veterinary proof of spay or neuter in accordance with the terms of this contract.
9. Until one of the above conditions is satisfied and documentation is provided to the Seller, the Buyer may not breed, stud, or produce litters from the dog.
10. Upon presentation and verification of the required documentation, the Seller agrees to transfer full ownership to the Buyer and remove their name from the registration records.

## **H. Ownership Responsibilities**

Purchaser agrees to

1. Provide humane living conditions, training, and care
2. Keep vaccinations and veterinary care up-to-date
3. Prevent the dog from roaming
4. Provide socialization and training
5. Microchip (if not already done)
6. Understand behavioral issues are never guaranteed, professional training advised
7. Feed AAFCO-compliant food, and supplement with NuVet Plus or NuJoint Plus (Order Code: 638754) for 25 months
8. Not spay/neuter before 18 months, or the health warranty is void

#### **I. Right of First Refusal and No Rehoming Clause**

1. The Purchaser explicitly agrees that should circumstances arise wherein they are no longer able to provide adequate care, housing, or attention for the dog, the dog must be returned directly to the Seller (Guesshaus LLC). This establishes a perpetual **Right of First Refusal** in favor of the Seller, ensuring the dog's well-being and placement remains under their control should the original purchase agreement be untenable.
2. **Under no circumstances** shall the Purchaser sell the dog to a third party, give the dog away to another individual or entity, or surrender the dog to any animal shelter, humane society, rescue organization, or similar facility. This absolute prohibition on rehoming, selling, or surrendering the dog is a non-negotiable condition of this contract, designed to protect the lineage, health, and welfare of the animal.
3. Any attempted transfer of ownership or possession, whether for compensation or gratuitously, without the explicit written consent of the Seller shall be considered a material breach of this contract, entitling the Seller to immediate reclamation of the dog and pursuit of all available legal remedies. The Purchaser acknowledges and agrees that the dog's well-being is paramount, and the Seller's involvement is necessary for any subsequent placement decision.

#### **J. Dispute Resolution**

Any legal dispute shall be resolved in the jurisdiction of Titus County, Texas.

#### **K. Terms and Conditions**

1. \$300 deposit secures the Purchaser's reserved pick. Final pick must be made by 8 weeks of age, in reservation order.

2. Full payment is due by 8 weeks, regardless of pickup status. Boarding beyond 8 weeks is available at \$5/day, up to 14 weeks of age.
3. Purchasers may select puppies via photos or in-person visits
4. If the desired sex or color is not produced, Buyer may:
  - a)Void sale and receive a full refund
  - b)Select another available puppy
  - c)Apply deposit to a future litter at Seller's Kennel
  - d)Seller may also void sale with full refund of reservation

#### **L. Refund & Boarding Policy**

1. If pickup is delayed beyond 8 weeks, a boarding fee of \$5/day applies.
2. Additional fees apply for any medical care during the extended stay.
3. No puppy will be boarded past 14 weeks of age.
4. After 14 weeks, the agreement is null and void, and all funds paid are forfeited.

**M. Inspection and Acceptance of Condition** The Buyer acknowledges that they have inspected the puppy (or has explicitly waived the right to inspect) prior to taking possession. The Buyer agrees that the puppy is in good condition and health at the time of transfer, except as specifically noted in the Health Record. Furthermore, the Buyer accepts the puppy "AS-IS" regarding confirmation, ear carriage, coat color, and temperament. The Seller guarantees only the health warranties explicitly outlined in this agreement; no other warranties, expressed or implied, are made.

**Agreement Status:** <<Terms Agreement>> **Date:** <<Timestamp>>

**IN WITNESS WHEREOF**, the Buyer has signed this agreement electronically.

**Buyer Name:** <<First Name>> <<Last Name>> **Electronic Signature:** /s/ <<Signature>> **Date Signed:** <<Timestamp>>

This agreement is considered valid and binding only upon the Buyer's electronic signature **AND** the Seller's confirmed receipt of the reservation deposit. If the deposit is not received within 24 hours of this submission, this contract is void.

By Guesshaus LLC Managing Member:\_\_\_\_\_

Guesshaus LLC

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Managing Members:

AnnDelyn Guess | Dalton Guess | Amber Guess