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>>,<<City>> <<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.

($2,000.00) Two Thousand Dollars and No/Dollars

B. Master Priority Reservation
Reservation Fee: $300.00 (non-refundable)

1. **Reservation Purpose:** The reservation fee is a non-refundable payment to secure the Buyer's **Master Rank** and gender choice within the Guesshaus LLC program.
2. **Seniority-Based System:** This reservation is not for a specific puppy in a specific litter, but rather a program-wide priority position.
3. **The Seniority Slide:** If a Buyer ahead of the current rank selects a puppy or rolls over to a future litter, all subsequent Buyers move up one (1) position in the Master Rank for that gender.
4. **Transferability:** In the event a litter does not produce the Buyer's chosen gender or a suitable match, the Buyer retains their Master Rank and seniority for the next available pairing.
5. **Application of Funds:** 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.

C. Buyer's Selected Choice & Master Rank

- **Selected Gender:** <<Selected Gender>>

- **Assigned Master Rank:** #<<Master Rank Number>>
- **Target Litter(s):** <<Selected Litter or Future>>

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.
4. Upon submission of such documentation and proof of humane euthanasia (or return of the puppy, if applicable), the Buyer shall be entitled to either: 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 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: Assign the kennel prefix "Guesshaus" to the puppy's registered name and provide or approve the puppy's official AKC-registered name prior to submission.
4. Each puppy shall initially be registered in the name of the Seller as primary owner, with

the Buyer listed as co-owner until requirements for OFA certification or proof of spay/neuter are met.
5. Until such conditions are satisfied, the Buyer may not breed, stud, or produce litters from the dog. Upon verification, the Seller will transfer full ownership.

H. Ownership Responsibilities

Purchaser agrees to:

- Provide humane living conditions, training, and care
- Keep vaccinations and veterinary care up-to-date
- Prevent the dog from roaming and provide socialization
- Microchip the dog (if not already done)
- Feed AAFCO-compliant food, and supplement with NuVet Plus or NuJoint Plus (Order Code: 638754) for 25 months
- **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 they be unable to provide care, the dog must be returned directly to the Seller (Guesshaus LLC). This establishes a perpetual **Right of First Refusal**.
2. The Purchaser shall **not** sell, give away, or surrender the dog to any third party or facility.
3. Any attempted transfer without written consent is a material breach entitling the Seller to reclamation.

J. Dispute Resolution

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

K. Selection & Evaluation Protocol

1. **Breeder's Prerogative:** Guesshaus LLC reserves the right to the first two (2) picks of any litter for the purposes of preservation breeding, show prospects, or program replenishment. These selections are finalized at the 8-week structural evaluation.
2. **The 6-Week Commitment Window:** Upon the litter reaching six (6) weeks of age, the Breeder will provide a preliminary evaluation. The Buyer must choose to **Commit** to the current litter or **Release** their position to wait for the next pairing while retaining their Master Rank seniority.
3. **Final Grading:** Final structural and temperament grading occurs at eight (8) weeks of age. Specific puppy assignments are made based on the Buyer's Master Rank and the puppy's suitability for the Buyer's intended use.
4. **Payment & Pickup:** Full payment is due by eight (8) weeks of age, regardless of pickup status. Ownership responsibilities transfer upon final payment and pickup.

L. Refund & Boarding Policy

1. If pickup is delayed beyond 9 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. After 14 weeks, the agreement is null and void, and funds are forfeited.

M. Inspection and Acceptance of Condition

The Buyer acknowledges they have inspected the puppy (or waived the right) and it is in good health at transfer. The Buyer accepts the puppy "AS-IS" regarding confirmation, ear carriage, coat color, and temperament.

Agreement Status: <<Terms Agreement>> Date: <<Timestamp>>
Buyer Name: <<First Name>> <<Last Name>>
Electronic Signature: /s/ <<Signature>> Date Signed: <<Timestamp>>
This agreement is valid only upon the Buyer's signature AND confirmed receipt of the reservation deposit. If deposit is not received within 24 hours, this contract is void.

By Guesshaus LLC Managing Member: _____

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