Health Care Agreement

I. In order to be granted with this Health Guarantee solutions the Buyer (the Puppy Owner) must follow terms and conditions stated in this Agreement, as well as to be signed up with a Pet Insurance Plan no later than in ten days after purchasing the puppy.

Buyer’s Initials __________________________

1) The puppy is guaranteed to be in good health at the time of sale. The new Puppy Owner will go home with advice on puppy care, initial vaccination shots record, deworming record, and general care guide to assist in customer education.

2) The puppy is up to date on shots and deworming at the time of pickup of the puppy. It is very important that you continue necessary vaccinations and deworming. Please do not expose your puppy to unknown dogs, until he/she has completed the entire vaccination schedule and establish strong immunity - around 20-24 weeks old, ESPECIALLY IF YOU ’VE GOT TEACUP SIZE PUPPY.

3-Days Infectious and Inflammatory Diseases Guarantee:

Our puppy health guarantee covers any contagious illness or infectious disease (such as distemper, canine parvovirus, ear infection, internal organs inflammation etc.) that results in clinical illness during 3 days following the original purchase date.

3) After this purchase, the buyers, at their own expense, should have the puppy examined by a Licensed Veterinarian for general health check within 3 days of receiving the puppy at local Petco/PetSmart Clinics. We don’t consider Private Veterinarians or Private Hospitals valid for initial vet exams. Documentation of this examination is to be provided to the Breeder same day or 24 hrs after the Vet Check date for this Health Guarantee to be honored.

*** If during the Initial Vet Exam your puppy found sick, or any illness or genetic disorders had been detected by licensed Vet - the Buyer must immediately (same day) notify the Breeder about negative results of the Vet Check. In this case the Puppy could be returned to the Breeder along with documentation and written conclusion of the Vet Exam must be provided to the Breeder, and only after this act convenient remedy options will be discussed with the Buyer. However, refund will be granted only if Licensed Veterinarian proves in Exam documentation - the sickness of the puppy has been caused by Breeder’s fault.

No vet expenses, nor vet checks and following veterinary treatments cost will be covered in this case.

Buyer Initials __________________________
4) If the Buyer will decide to ignore any contact with the Breeder about illness of the puppy during first 3 days after the purchase, as well as if the Buyer will not notify the Breeder about negative or positive results of the Initial Vet Exam, or if the Buyer will choose not to discuss with the Breeder any prescribed veterinary medications and procedures given at the Initial Vet Check, and if the Buyer will proceed to the veterinary treatment by his/her own will - this Guarantee will not be granted, this Agreement will be terminated, so Breeder will not take any responsibility for final results of the following medical treatment, nor for further Vet expenses made by the Buyer.

**Minor health conditions not covered by 3 days Health Guarantee -**

- Internal Parasites: Including but not limited to Worms, Mites, Giardia, Coccidia etc.
- Hypoglycemia, Hypocalcemia and other vitamin/food/nutrient deficiencies: Breeder is not responsible for deficiencies and disorders associated with poor diet. Buyer has been made aware of this breeds susceptibility to hypoglycemia and has been provided with verbal courses of treatment for the condition. Therefore, seller will not be responsible for the puppy becoming hypoglycemic resulting in death or illness.
- Any type of injury caused after puppy left Breeder's home.
- Diarrhea and Vomiting caused by improper diet, wrong or rotten food, chemical poison, teething
- Minor Eye infection, Ear infection
- Backward sneezing
- Allergy

**DISCLAIMER:**
Buyers are responsible to read and educate themselves about the special care of the Teacup Chihuahua breed.

**II.**

**HEALTH GUARANTEE for Life threatening, hereditary and critical diseases:**

5) Should the puppy be diagnosed within 12 month of any genetic/hereditary disorders which is considered by two unassociated veterinarians to seriously impact the quality of life, short of euthanasia, or require continuous medical treatment throughout entire course of the puppy’s life, we will provide the buyer with these options:

- Should the buyer choose to keep the puppy and accept a partial refund, with the receipt of spay/neuter, a refund of 50% of purchase price will be given less any shipping and vet fees.
- Should the buyer choose to give up ownership of the puppy to us, we will replace the puppy of equal value. We will not refund any vet fees and shipping charges, nor puppy cost in this case. Shipping of the new puppy will be at owner’s expense.

To be granted for above remedies the Buyer must notify the Breeder the same day when this disorder or life-threatening disease had been diagnosed by licensed Veterinarian within 12-month period. Expenses for any further Veterinarian treatments taken by Buyer will NOT be covered.

Buyer initials __________________________
**IMPORTANT:** There are certain disorders that may occur during life time of the dog: allergies, thyroid dysfunction, demodectic mange, urinal tract disorders, alopecia, body injuries, canine flu that are not covered by this guarantee. This guarantee does not include minor illnesses and health issues. **Conditions, diseases & disorders that are NOT covered by 12-month Health Guarantee but are not limited to the following:**

- Open Fontanel: also known as a Molera / Fontanel (A soft spot on the top of the head), this spot may or may not grow completely closed in the Chihuahua. It is not a genetic defect but a unique feature of the Chihuahua breed.
- Trachea: in small breeds do sometimes develop a peculiar cough, this is due to the collapsed tracheal rings, it is also known as reverse sneezing or backward sneezing. Usually happens when pup gets excited or drink water.
- Umbilical Hernias: (of any kind) unless life threatening case
- Testicles: (not descending) common in miniature Chihuahuas
- Luxation of the Patella: Grade 1 & 2
- Heart murmur grade 1 & 2
- Infectious Diseases & Parasites: Including but not limited to Parvo, Distemper, Leptospirosis, Hepatitis, Corona, Bordetella (Kennel Cough), Worms, Mites, Giardia, Coccidia etc.
- Hypoglycemia, Hypocalcemia and other vitamin/food/nutrient deficiencies: Breeder is not responsible for deficiencies and disorders associated with poor diet. Buyer has been made aware of this breed's susceptibility to hypoglycemia and has been provided with verbal courses of treatment for the condition. Therefore, seller will not be responsible for the puppy becoming hypoglycemic resulting in death or illness.
- Chronical Eye and Ear Infections
- Allergy
- Conditions caused by initial injury or trauma of the dog, or happened as a result of wrong diet, swallowed objects, accidents, or any neglect from the owner

Any health concern or diagnosis provided must be confirmed by 2 independent Licensed Veterinarians – one from Buyer’s choice and one will be chosen by the Breeder.

***Only one remedy per 12-month period can be covered by this Guarantee and this Agreement. Meaning if you had been granted once within period stated in this agreement with coverage or substitution you won’t be able to ask for another compensation.***

***The puppy must be covered by Pet Insurance plan starting the first week of the ownership to be granted with Health Guarantee.***

5) All veterinarian bills and shipping expenses are the responsibility of the buyer. The Buyer must be signed with any Pet Insurance Plan for the entire Health Guarantee period. The Breeder assumes no responsibility for any medical expenses incurred after the sale. Seller is not responsible for any associated charges once puppy leaves our home such as vet fees, treatment costs, shipping fees, transportation costs, or mental stress of the puppy.

6) This guarantee does not cover any health issues caused by lack of proper care, wrong diet, neglect or injury from the buyer.

7) The breeder will disclose any known / existing illnesses, special conditions, or individual health issues prior to the sale date.
The breeder cannot assume responsibility for this puppy after the sale. It is the responsibility of the buyer to care for the puppy properly and keep it free from harm. Please remember that your Teacup size puppy must be treated with great care, constant supervision, and protected from danger. Because miniature puppy as any other toy breed dog tend to develop much faster and more severe progression of any disease in comparison with medium size or adult dogs.

8) The breeder assumes no responsibility for training difficulties or behavior problems. Seller does not guarantee temperaments, adult size, bites, or potential show quality at maturity. This includes all faults of any kind.

9) The breeder does not guarantee final size and coat color at maturity. We can give the buyer an educated guess / an approximate to adult weight and future coat color or type based on current traits of the puppy using a weight chart.

10) The puppy is sold like a family PET with NO AKC registration. No breeding rights given to the new owner. No show quality of the puppy guaranteed, as well as no pedigree provided.

11) The Buyer agrees to Spay/Neuter the puppy at the age of 12-18 month. If prove of spay/neuter procedure not provided – this agreement will be terminated.

12) The Breeder is in no way responsible for the death or injury to the dog or loss of the dog during transportation to its new home by the Buyer or their Representative. As well as the Breeder is in no way responsible for the death or injury, or any disease caused by the initial injury, or loss of the dog due any injury if it caused by the Buyer’s fault and lack of attention to the puppy.

13) The Breeder has the right to make follow-up calls and emails to ensure that the puppy entrusted to the new Owner is being cared for as agreed.

IMPORTANT:
New owner of the puppy agrees: “If, some day by the force of fate or due to the life circumstances, relocation or hardship, family emergency, etc. I will find that I no longer able to take care of my dog, I promise not to drop it into the shelter. In such situation I agree to surrender my dog back to the breeder in order to find a new home and family for adoption. I don’t expect any refund in this case.”

Buyer Initials ________________________________
III.

THE BUYER:
“At the day of sale______________________, when I’m receiving the Puppy, I certify:
The Puppy appears healthy, clean, with no visible signs of disease, illness, behavioral anomaly, nor injuries or traumas.”

Buyer Signature____________________________

THE BREEDER
“At the day of sale______________________ I certify:
The Puppy picked up by the Buyer/ Family Member/ Representative.

Payment for this puppy received in full.

Breeder Signature __________________________

NO REFUNDS OF DEPOSITS AND PAYMENTS: We have a No Cash Refund Policy.
Payments and deposits are non-refundable regardless of type made, wires, money orders, direct cash payments etc.
Deposits and payments are not refundable if the buyer backs out of the purchase or does not continue with purchase for any reason, including but not limited to: buyer changing mind, failure to pick up puppy, refusal of delivery, emergency, landlord issues, failing to pay in full, etc.

If there is a dispute with this contract, it will have to be brought to San Bernardino County, California.

Buyer Signature: ____________________________ Breeder Signature: ____________________________