



Name of Puppy:		Coat:	Color:
DOB:		Pattern: DAPPLE	Sex: FEMALE
Sire:		Dam:	
BUYER:		Breeder/Seller: Kim Kwiatkowski, Birch Hill Doxies	
SELLING PRICE:	DEPOSIT:	BALANCE DUE:	

HEALTH GUARANTEE and CONTRACT

1. **Health Guarantee.** Breeder/Seller, Birch Hill Doxies, herein after, BHD certifies that the puppy referenced above (herein after “the puppy”) is a purebred Dachshund, from a registerable litter with the American Kennel Club (AKC) and that this puppy is in good health.
 - a. BHD guarantees puppy’s health for 72 hours after delivery of puppy. It is strongly recommended that the BUYER have the puppy examined by a licensed veterinarian at BUYER’s expense within 72 hours of purchase unless otherwise agreed to by the Buyer and Seller.* If at the time of examination, the veterinarian finds the puppy to have a life threatening illness or defect, the puppy may be returned to the BHD. BUYER must provide BHD with a veterinarian’s statement, on veterinarian’s letterhead, stating the genetic origin or health condition as well as prescribed treatment routine. BHD reserves the right to have a second veterinarian of choice evaluate the puppy’s condition before the guarantee will be honored. If the puppy is returned under this Health Guarantee, BHD will replace the puppy with a comparable puppy of the same sex. BUYER understands that there may be a wait for another puppy to become available. BHD, at its discretion, may offer to refund the purchase price under certain circumstances.
 - b. BHD guarantees the health of the puppy from all life threatening genetic/hereditary diseases until 12 months of age. If the puppy is found to have a life threatening disease, Birch Hill Doxies will replace the puppy with a puppy of equal value as outlined above. Before the guarantee will be honored BUYER must provide BHD with a veterinarian’s statement, on veterinarian’s letterhead, stating the genetic or hereditary origin of health condition as well as prescribed treatment routine. BHD reserves the right to have a second veterinarian of choice evaluate the dog’s condition. No monetary refunds will be given.
 - c. **If the puppy is not examined by a licensed veterinarian within 72 hours after taking possession of the puppy or as otherwise agreed, the health guarantees set forth above are null and void. BUYER agrees to provide BHD with proof of initial examination within 10 days of examination.**

[Type here]

[Type here]

[Type here]

- d. **The Health Guarantees in this agreement do not cover the following: contagious disease diagnosed after 3 days from date of purchase, any condition that is minor, correctable, or a breed related minor condition, any condition which could go away or considered to be a condition which a puppy will likely grow out, viral illnesses, parasites, infections, bites, giardia, coccidiosis, worms, ear mites, kennel cough, illnesses due to the ingestion of foreign objects, food, or chemicals, stress related issues or behavioral issues.**

BUYER's initials here _____.

2. **Preventative Care - Please provide this information to your Veterinarian.** BHD starts treating your puppy for parasites at 2 weeks of age when we start giving them Evict DS and RFD weekly for worms. At 3, 5 and 7 weeks they receive a dose of Baycox for Coccidiosis. At 6 weeks and the night before pick up, they receive Panacur to treat giardia. At 7 weeks they receive a dose of Revolution which treats fleas, ear mites, and internal parasites, including heartworm. They also receive their first shot at 7 weeks, a combination vaccine, often called a 5-way vaccine for canine distemper, adenovirus type 2, coronavirus, parainfluenza, and parvovirus. Your vet will then put your puppy on a vaccination schedule until he has received all of his shots, at approximately 16 to 18 weeks of age.

CAUTION: DACHSHUNDS HAVE A HIGH RISK OF SEVERE ADVERSE REACTION TO THE LEPTOSPIROSIS (LEPTO) VACCINE. BHD RECOMMENDS AGAINST LEPTO VACCINATIONS. EXPOSURE TO LEPTO OCCURS WHEN YOUR DOG DRINKS FROM STANDING WATER WHERE INFECTED WILDLIFE, INCLUDING RODENTS MAY HAVE URINATED. IF YOU LIVE IN AN AREA WHERE YOUR DOG COULD BE EXPOSED TO LEPTO AND YOUR VET STRONGLY RECOMMENDS YOUR DOG BE VACCINATED, THEN REQUEST THAT YOUR DOG IS PRE-TREATED WITH AN ANTIHISTAMINE OR STEROID PRIOR TO RECEIVING THE VACCINE.

BUYER's Initials here _____.

Buyer acknowledges and understand that the use of preventative parasite treatments in no way means that your pup will be parasite free. De-wormers kill adult worms not eggs. A puppy could be de-wormed the day he leaves BHD but an egg could still hatch and produce a new worm. BHD recommends that you continue to de-worm the puppy as recommended by your veterinarian. Giardia & coccidia are also parasites that many puppy owners may not be familiar with. BHD puppies are treated for both giardia (panacur) and coccidia, but we cannot guarantee your puppy will not test positive for the parasite. While we do use a coccidia preventative (Baycox), there is currently no drug available that actually kills coccidia. Baycox will only inhibit its reproduction until the intestinal track can restore its balance. Parasites are common in puppies and many times the stress of changing homes and a new family can cause parasites like coccidia & giardia to grow at a faster rate and cause diarrhea in a pup soon after it arrives at its new home. Parasites can be tested for and easily treated by your vet. **Many vets do a fecal check at a pups first vet check. If any parasites are noticed they should be treated with a course of medication. Sometimes your puppy may need to be treated multiple times before he is parasite free. BHD recommends that you provide a fecal sample for parasites at each vaccination appointment.**

BUYER's Initials here _____.

3. **Future Veterinary Care and Expenses.** BUYER assumes sole and exclusive responsibility (100%) of all costs and care of the dog upon taking possession of the dog and during the span of BUYER's ownership, including but not limited to all vet bills, testing, housing, food, and medicine. BHD strongly recommends BUYER obtain pet insurance for their puppy.
4. **Continued Health Maintenance.** BUYER agrees to maintain this dog in good health, provide routine preventative health care including, but not limited to, ear, nail, & teeth care, inoculations and internal and external parasite treatments for fleas, tick & heartworms. If death occurs during the health guarantee period, BHD requires a Necropsy (animal autopsy) for verification of cause of death by a Licensed Veterinarian at BUYER's expense. Exclusion: Failure to maintain preventative care as well as serious injury or neglect, regardless of whether accidental or intentional, will void this Health Guarantee.

5. **Registration Papers.** BUYER understands that this puppy is bred from AKC registered parents, but is aware that their puppy does not come with papers unless otherwise discussed with BHD. "Pet Home" puppies are sold without papers. Registration papers are only available to pre-approved BUYERS.
6. **Spay/Neuter.** BUYER agrees to spay the puppy as soon as possible. The BUYER affirms that their purchase is for a "pet home" only and not for breeding purposes. BUYER agrees to not breed the puppy under any circumstance (not intentionally, not unintentionally, and not accidentally). BUYER agrees to forward a copy of the spay/neuter certificate to BHD within in 10 days after the procedure is performed. If the purchased puppy is used to produce a litter, BHD will be entitled to be compensated for breach of contract. The BUYER then agrees to pay the BHD an additional \$1500 above the purchase price of the original puppy and \$1500 per puppy that is sold from the whelping. All health guarantees become void if the spay/neuter contract is violated. This is meant to protect the BHD reputation and bloodline.

BUYER's Initials here _____.

7. **Size.** BHD does not guarantee adult size on any puppy sold. Food, diet, exercise, age, and metabolism of each animal are different and have a direct impact on the adult "maintenance" weight. BHD certifies that the puppy is bred from two dogs that qualify as Miniature Dachshunds. BHD can only provide an opinion of the size of the puppy based from experience of past litters.
8. **Color.** BHD does not guarantee the color or pattern of the puppy. Any projection is based on previous experience and knowledge of past litters. Puppy's coloring may change with time and age.
9. **Temperament.** BHD breeds for a good temperament. BUYER understands that puppies exhibit certain undesirable behaviors such as nipping, chewing, barking, and marking. BUYER agrees to be responsible for appropriate training of puppy to correctly teach acceptable behaviors, and is responsible for proper socialization of puppy. Should BUYER not be successful at training these behaviors on their own, BUYER agrees to seek professional help from a certified trainer or to contact BHD for assistance.
10. **Continue Contact with BHD.** BUYER and BHD agree to maintain continued contact with each other during the lifetime of the puppy and to keep each other up to date with all contact information in an event of a change. BHD agrees to be available to answer any questions BUYER might have for the life of their dog. BHD acknowledges that they are neither vets nor dog trainers but represent that their life does revolve around dogs and may have a few tips to share. Recognizing feedback is very important to BHD, especially on things like size, temperament and trainability, which helps in making future breeding decisions and also to better predict how future litters will develop as adults, the BUYER agrees to contact BHD if any questions or concerns arise about their dog, such as housing, diet, health or training. BUYER also agrees to notify BHD with major health concerns or injuries regardless of the age of the dog and to keep BHD informed of any treatment as it occurs. Now and then BUYER agrees to share with BHD and the Birch Hill Family dog's pictures and any helpful information, good or bad, as the puppy develops. For ease and convenience, BUYER may post to the Birch Hill Doxie Family Facebook page and/or communicate by email or phone.

BUYER's Initials here _____.

11. **Lifetime Rehoming Policy.** Life changes. Sometimes there are circumstances that force a family to give up their pets. BHD does not ever want any of its puppies or dogs to end up in the pound, shelter or abandoned. BHD guarantees that when you purchase a dog from BHD, we will take him/her back if necessary. It does not matter the age. No questions asked. We can even arrange pick up at no charge to you. BUYER agrees that if the time arises that BUYER can no longer provide a home for the puppy/dog, that BUYER will contact BHD to request one of the following: a) surrender the dog to the BHD so that BHD can rehome the dog or b.) request BHD to assist in rehoming the dog while the dog remains in BUYER's care. BUYER agrees that the dog will not be surrendered to a shelter, pound, humane society, rescue or abandoned. If you are out of state BHD will arrange for the dog/puppy to be picked up and delivered back BHD at its own expense. BUYER understands that no money will be refunded or paid upon surrender of the dog. However, if BHD is successful in re-homing the dog, BHD will provide BUYER the funds received from any rehoming fee minus expenses incurred by BHD in order to rehome the dog including \$25 a day for board if the dog is in our care plus transportation expenses).

This policy is in place to help ensure no BHD puppy/dog goes to a shelter or into the hands of an irresponsible pet owner. **BUYERS Initials here:** _____.

12. Attorneys' Fees. In the event of a breach, the prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.

13. Governing Law. This Agreement shall be construed in accordance with the laws of West Virginia and the parties hereby irrevocably submit and consent to the jurisdiction and venue of the Small Claims/Circuit Court of Hampshire County over any suit, action or judicial proceeding brought to enforce or construe this agreement, including without limitation, any events occurring before or after this agreement.

14. Full and Final Agreement. The parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the dog described above. This contract is for the benefit of both parties involved, to safeguard the health and well-being of the dog and is legal and binding. By signing below and initialing at the various provisions, the BUYER acknowledges that they have read all of the terms of this Agreement including the health guarantee, spay/neuter, contact and the rehoming provisions agree to adhere to the terms and conditions stated herein.

By signing below, Buyer(s) and Breeder/Seller acknowledge payment of the balance due in the amount of _____ and delivery of puppy on the date set forth below.

I am satisfied with the terms of this agreement and intend to be bound by it.

BUYER ONE Name (Print): Date: _____

BUYER TWO Name (Print): Date: _____

Address: _____

Email: _____

Cell Phone: _____

Date: _____

Kim Kwiatkowski, Birch Hill Doxies, Breeder/Seller
Birch Hill Farm, 388 Mt. Levels Farm Road, Levels, WV 25434
BirchHillDoxies@gmail.com
304.492.5063