Von Baron Schnauzers
Ronnette Davis
936-256-9398
vonbaronschnauzers@cloud.com
https://www.gooddog.com/breeders/von-baron-schnauzers-texas

Purchase Agreement/Health Guarantee

Thank you for deciding to purchase one of our puppies. We want to make this a stress free and enjoyable experience for you. Please feel free to email or call me with any questions or concerns that you might have along the way for the life of your new puppy. We will keep you up to date with information about your puppy as it grows until it is time for your puppy to go to its new home.

This contract is written for the protection of both the breeder and the buyer- however, it is primarily written to protect the health and overall, wellbeing of the puppy.

Please read the health guarantee completely before putting a deposit on a puppy. **By putting a deposit on a puppy, you are agreeing to the terms and conditions within this contract.**

1. We require a $___500___ dollar deposit to hold the puppy of your choice. The deposit can only be paid through Good Dog. I will send you a invoice for payment. Payments can be made with credit card or bank withdrawal.
2. The deposit is NON-REFUNDABLE unless there is a problem with the health of your puppy. In that case, the Buyer will have their choice of a full refund or transferring that deposit towards another puppy when one is available.

**** Please be certain that you are ready for the time commitment and financial responsibility of a puppy prior to putting a deposit on one. ****

LIFETIME HEALTH GUARANTEE PURCHASE AGREEMENT CONTRACT

Please sign, date, and return this document. You must MAIL the original contract to us and a copy will be provided to you at the time of pickup or delivery of your new puppy. No puppy is considered reserved until Purchase Agreement is received and signed along with the non-refundable deposit. Upon receipt of your deposit, the puppy that you have chosen will be taken off the market and will be held for you until the puppy is ready for its new home. (It will be up to us, the Breeders, to decide when the puppy will be ready to go to its new home. Usually at the age of 10-12 weeks, weight of the puppy and how easily it is weaned from the mother. We will NOT, under any circumstances, let the puppy leave before it is ready. (There is an additional $100 a week charge for puppies kept longer than 10 weeks of age that are deemed ready for pickup)

Breeder agrees to offer a puppy to:

Buyer: _____
Address:_____
City, State, Zip:_____
Home Phone:
Cell Phone: _____
Email: _____

Buyer is purchasing:

Breed: _____Miniature Schnauzer_____
D.O.B:_____
Weight: _____
Sex: _____
Out of Sire: _____
Out of Dam: _____
Registration:_____
Puppy's Name:
Purchase Price:
Deposit Amount:_____$500_____
Balance Due by 8 weeks of age/upon pickup: ____

***Failure to pick up your puppy or have puppy shipped by the pickup date or failure to have your puppy paid in full by 8 weeks of age will mean forfeit of all payments and any rights the Buyer had to purchase the puppy in this contract or any other puppies. **We reserve the right to cancel the sale of any puppy for any reason we feel is appropriate.**

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Seller and Buyer agree that the above described puppy is a purebred Miniature Schnauzer. The kennel prefix, Von Baron's must be used as the first words of the registered name. Breeder will provide paperwork necessary for registration with AKC.

Deposits/Refunds: Deposits will be taken on a first come, first serve basis. To reserve a puppy, an initial deposit of $500 is required. There shall be **NO REFUNDS** of the deposit once your puppy is picked. If the puppy that you are looking for is not born, your deposit will be fully refunded, or you may transfer it to a future litter. Failure of the Buyer to complete this purchase would subject Breeder to lost opportunities to sell the puppy to another Buyer and retention of the deposit or any other payment is meant to compensate Breeder for loss of other opportunities to find a suitable home, loss of income and extra expenses. This deposit signifies the intent on the part of the Buyer to follow through with the purchase of this puppy.

Communication: If at any time you have an issue or miscommunication please do not hesitate to contact us. Our goal is to connect you with a puppy that can be a part of your family for years to come. We only approve families that have demonstrated to us that they are ready for a long-term commitment and with this we take a very personal approach to assisting each Buyer in choosing the perfect puppy to meet their needs and lifestyle.

Shipping: A private Pet nanny's prices range from $550.00- $700.00 in the United States of America (subject to change based on airfare and destination) and will travel carrying the puppy on the aircraft and the puppy will remain with him/her at all times. The Nanny will meet you curbside at the airport. We will gladly help you find the best suitable and reputable Nanny to ensure your new family member gets to you in the best of care.

Payment Provisions: All money/payments placed on a puppy are **NON-REFUNDABLE** (unless previously agreed upon in writing by the Breeder). Buyer will be charged a $5,000.000 (Five Thousand Dollars and no cents) fee for breach of contract terms if they attempt to do any payment reversal/charge back and will be fully responsible for any and all legal fees associated with Breeders court expenses; Including but not limited to court fees, filing fees and reasonable attorney's fees. This Agreement shall be governed by and construed in accordance with the laws in the State of _____TEXAS_____ County of _____LIBERTY_____.

Payment Schedule: Full balance is due by 7 weeks of age. Puppies are ready to go to their new families around 10 weeks old. All puppies must weigh at least 2 lbs before leaving breeder. We will have a nanny deliver the puppy to you at your expense, or you may pick the puppy up once we have assessed the puppy's readiness and received the health certificate from our licensed veterinarian. If for any reason the Buyer cannot complete the transaction by the time the puppy is ready to leave; the Buyer defaults and understands the reserved puppy will be offered to the next available Buyer on our waiting list with no refunds given unless previously agreed upon in writing.

Health Guarantee: The Breeder guarantees this puppy to be of sound health and temperament at the time of sale. The Breeder will provide a health record of all shots, deworming and vet records.

The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 3 business days. Documentation must be sent to the Breeder within five (5) days in order for the Health Guarantee to be honored. Failure to have the puppy examined by a licensed veterinarian within three days of the puppy's delivered/picked up date or if the Buyer fails to provide required immunizations and medical treatment/testing will VOID this health guarantee. Dehydration, Diarrhea, Hypoglycemia, Coccidia, Kennel Cough, Internal and External Parasites, Giardia, Fungal Infections, colds, allergies, or any condition that can be corrected by Veterinarian treatment and any other preventable conditions are NOT covered. However, the Breeder will disclose any known illnesses or health issues prior to the sale.

Illnesses must be documented in writing by a licensed veterinarian within 72 business hours. The Breeder must be made informed of the examination that indicated that at the time of sale, such animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation by a licensed veterinarian. If the puppy was in fact unfit for purchase Buyer may return the puppy (shipping is at the expense of the Buyer) for an exchange of equal value and the failure to do so within 72 hours will result in the cancellation of a replacement puppy of comparable value and no money will be refunded. This is subject to availability, Breeder's first choice for breeding program then the Buyer second. Conditions **NOT** considered **LIFE THREATENING** and therefore not covered include but not limited to: luxating patella, hernia of any kind, collapsed trachea, etc. If the condition can be treated, it is **NOT** considered life threatening. In the event of a life-threatening condition the affected puppy must be returned with all veterinary

documentation and registration papers signed back over to the Breeder at Buyer's expense. The Buyer understands that a replacement puppy will only be given if it is discovered to be a **hereditary problem** and not due to accident or injury. The Breeder guarantees the puppy against fatal viruses for 72 hours. It does not include Coccidia, Giardia, and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening.

If the puppy should die from a suspected congenital defect within 12 months of its birth date, a necropsy ***MUST*** be performed at the Buyer's expense by a licensed veterinarian. If the necropsy shows a congenital defect as the reason for death, the Breeder will provide another puppy of equal value to the Buyer. A written statement from the licensed veterinarian must be provided with the Breeder's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis.

In the event there are no puppies available at that time, the Buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. The Buyer understands that any and all guarantees expire three years from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will NOT be replaced. Buyer is responsible for the transportation cost of the replacement puppy.

This contract will only be valid while the Breeder is breeding _____Miniature Schnauzers _____. Should the Breeder discontinue breeding dogs, this contract shall be void. This contract is between the Breeder and Buyer(s) signed below.

Limitation of Guarantee: We do not guarantee fur color, eye color, adult size, reproductive ability, personality, potty training ability, weight (we will give the Buyer the weight of the puppy's parents and the weight of other puppies out of the breeding. We can give the buyer an educated guess as to full grown weight, but there are too many variables besides genetics), hernias of any kind, temperament of the dog into adulthood, or training difficulties or behavior problems.
. The Breeder does NOT guarantee fertility or the ability to place in shows. The puppy is strictly sold as a **QUALITY PET**. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Breeder is not responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only based on Breeder's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color, or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering. We do not warrant against any conditions caused by carelessness, negligence, or abuse.

Limitation Provision to Genetic Disease(s):
If after the Buyer discovers a life threatening condition, liver shunt, PRA, or myotonia congenita you have a life time heredity coverage.

The buyer agreed upon in writing from the Breeder stating Buyer may keep their original puppy and also receives a replacement puppy. Shipping charges on any replacement puppy is the responsibility of the Buyer. If the Puppy is found to have a life threatening/ hereditary condition that required the dog to be euthanized, documentation by the Buyer's veterinarian must be provided to the Breeder immediately and must show a serious untreatable medical issue to warrant the dog being euthanized.

Buyer's Responsibility: The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming, proper training, and socialization along with responsible care. This includes keeping this puppy/dog parasite free and up to date on vaccinations, licensing as required by the area Buyer lives in, proper nutrition, fresh clean water available at all times, adequate exercise both physical and mental stimulation is needed for a well-rounded dog, proper housing, and cleanings as needed to ensure longevity of life. The Buyer promises to provide a safe environment for the dog and never allow the dog to roam freely without proper supervision. Breeder is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase.

Open Door Policy: If at any time, the Buyer can no longer retain possession of the dog, the Breeder must be notified and granted full ownership of the puppy back to Breeder who will find a suitable home for the puppy. Our puppies are considered property of ((((Von Baron)))))), No refunds. The dog must be returned with all medical records and all associated kennel club registration papers signed over to Breeder. Under no circumstances will the Buyer rehome the dog, which includes surrendering the dog to the shelter/rescue/ pound/ 3rd party, medical testing facility or the like.
This provision is to ensure that our dogs will not end up homeless or destroyed, and a proper suitable home is found.

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Vaccination Limitation: Your puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the (1) year Guarantee outlined above, the Buyer must have all immunizations done by a licensed veterinarian and provide proof of treatment to Breeder upon request. If leptosporosis vaccine is given to your dog, this contract will be voided.

Legal Provisions: In the event of any litigation in connection with this contract, the Breeder will be paid reasonable attorney fees, court costs and all travel expenses, which resulted for the litigation via the responsibility of the Buyer. This contract will be deemed a legally binding Contract and is under the jurisdiction of the State of ___TEXAS_____, in the County of ____LIBERTY_____. Buyer agrees that in the event of any legal action the Buyer must turn over the puppy with Breeder (Kennel) until all court proceedings are finalized. It is further agreed that, if for any reason, filing for court, the place of venue shall be in ____LIBERTY_____ County, __TEXAS_____State.

RESPOSIBLE DOG OWNERSHIP

Primary needs of a dog within the family structure:

I. All dogs need a clear understanding that the humans in its household are the 'leaders of the pack'.

1. Consistency of all family members in following the rules enforcing the boundaries and an understanding of why this is important.

2. Owner established territorial and psychological boundaries for the dog

    a. Designate a place for your dog's crate, den, or bed. You need to decide where the dog will sleep and be certain that the dog sleeps there.

    b. Designate a place for your dog to eat and drink. Water should always be available. It is recommended that the dog's food should not be left down after feeding.

    c. Kitchen manners are essential to establish from the beginning. Your dog should not be taking food from the table, begging, or being fed from the table. Your dog will not be offended by this as he will see this as his natural and rightful place in the pack.

    d. Designated doggy toys and play area. Designate a place for your dog to eliminate.

    e. By providing rules and boundaries, and providing calm assertive leadership in the 'pack', your dog can develop positive behaviors that will substitute for other instinctual behavior patterns, such as chasing, fighting, etc.

II. Meeting the dogs needs

1. Physical needs of food, fresh water, and exercise appropriate for the breed.

2. Health needs of vaccinations, parasite control, and regular veterinarian visits, as necessary.

3. Psychological needs

    a. Give your dog a sense of security by having the owner assume the position of 'pack leader' under any and all circumstances.

    b. Always be consistent in your interactions with your dog. Corrections should immediately follow the dog's negative behavior. Dogs live in the now. They do not remember what happened five minutes ago, so corrections must be well

c. timed. Many times, a simple verbal correction with appropriate energy will be adequate. Show your dog the right behavior.

d. Praise your dog only when the dog is in a calm submissive state of mind.

e. Establish with your dog a system of communication with consistent commands and energy which he can understand.

f. Teach him consistent rules and boundaries to enable him to cope with his environment. A dog does not understand a holiday or vacation from rules. Inconsistency will be perceived by your dog as weakness in the 'pack leader'.

g. Approach your training with calm assertive energy. Teach him to respect and trust you by handling him in a consistent manner. It is your overall attitude, your state of mind and energy that the dog is picking up and processing in his mind.

When introduced into new surroundings, dogs are sometimes inclined to exhibit shyness and inactivity. In some cases, they may refuse to eat. After becoming adapted to their new homes, they will readily accept you as their new master and overcome the shyness of the new living arrangements.

You as the new Owner have a great responsibility to maintain your dog's emotional and physical well-being.

IT IS HEREBY AGREED BY BOTH PARTIES THAT THE FOLLOWING CONDITIONS WILL BE MET AND THAT NO OTHER WARRANTIES OR CONDITIONS ARE EXPRESSED OR IMPLIED.

DOG CONTAINMENT

As long as a dog is trained, socialized, exercised, and given proper attention, the containment method used is not a factor in its behavior or temperament. *Dog behavior becomes problematic when a dog is not properly trained, not properly socialized, and not given proper attention*.

All dogs need to have some freedom within limitations. Constant kenneling, constant chaining, or constantly living on a cable run with no off time makes a dog highly protective, even obsessive of its territory.

KENNELING:

A kennel must be large enough for a dog to comfortably have shelter from the elements, enough movement room with a place to eliminate body waste. A concrete slab floor or patio block floor over sand is an ideal method to prevent digging escape and ease of cleaning. Other methods include placing wire fencing on the bottom, covered in dirt or pine chips. The top must be secure and escape proof with a cover for protection from the elements. Shade must always be provided. A rubber mat or a horse stall mat in the sleeping area prevents pressure sores. The dog should be taken out of the kennel daily for training, playtime, exercise, and/or attention. Constant inspection and maintenance are required of any containment type used.

mount, including an automobile axel. Large steel O-ring complete with a swivel to correct any twisting of the chain of sufficient strength that it cannot be broken. The chain must be at a minimum five times the length of the dog. The collar should be of buckle type, leather, or nylon - not chain - with a welded O-ring with swivel for chain attachment and of a strength and quality that is equivalent to the test strength of the chain. The collar should be tight enough to prevent escape while loose enough to allow two fingers to be able to slip under it. Collars must be checked regularly to insure proper fit. Remove any entanglement obstacles from the immediate area. Adequate shelter must be provided along the perimeter of the tether area to protect the dog comfortably from the elements. Shade must be available at all times of the day. The dog should have daily off tether times each day for training, play, and/or attention. A perimeter fence should be in place to prevent the trespass by children or animals not belonging to the dog owner. Constant inspection and maintenance are required of any containment type used.

HOUSEDOGS:

Dogs whose owners contain them to the house or apartment must ensure that his/her dog receives adequate exercise to maintain a healthy cardio-vascular system. Housedogs need time outside in the sunlight to absorb vitamin D. Housedogs are prone to having toenail breakage and they must have proper toenail care. Often housedogs become overweight due to excess amounts of food and lack of exercise. Going outside should be more than just a trip for elimination of bodily waste. Many owners of active, physical ability

breeds utilize exercise equipment when time and/or surroundings restrict running/playtime. Housedogs need training, socialization, and playtime / exercise.

CHILD SAFETY AND BITE PREVENTION

We must teach and educate our children how to properly interact with dogs. Education is the key to bite prevention!

We spend many of our early teachings with our children teaching them right from wrong, safe from unsafe and all the do's and do not's. We teach our children how to cross the road safely, not to talk to strangers, and how to call 9-1-1 in an emergency.

Then why shouldn't we teach them how to approach dogs in general?

It is estimated that in 70% of dog bite cases the victim knew the dog, and of that 25% lived in the house with the offending dog.

Parents **MUST** teach their children, of all ages, how to respect their own family dog, and how to approach a strange dog.

HELPFUL HINTS TO REMEMBER AS PARENTS AND TEACH YOUR CHILD

Family Dog
NEVER disturb a dog who is sleeping, eating, or caring for puppies.
NEVER pet a dog, even your own, without letting him see and sniff you first.

Dog WITH Owner
Children must always **ASK PERMISSION** from the owner and their parents BEFORE petting any dog.
If the owner **CANNOT** control the dog and have it **SIT** nicely for the child to pet, **SAY THANK YOU AND WALK AWAY**

Dogs in their own yard
NEVER approach a dog who is confined behind a fence, within a car, or on a chain.
NEVER TEASE any dog by poking at them through fences or car windows or reaching your arm through to pet them.

Dogs WITHOUT an owner

a. **NEVER** approach a dog you do not know or a dog that is alone without their owner.
b. **NEVER RUN** away from any dog chasing. **STOP, STAND STILL, REMAIN CALM, ARMS AT YOUR SIDES, DO NOT SCREAM…….**
c. **WALK AWAY SLOWLY FACING THE DOG BUT NOT STARING AT THEM**
d. If a dog attacks, "feed" him your jacket, purse, bicycle, or anything else that you can get between you and the dog

*****PLEASE NOTE: if contract is not received, you the Buyer are still accepting ALL Terms & Conditions, once a deposit is placed on any Puppy, you accept the above Terms & Conditions.***

Bill of Sale: The Buyer of a puppy from Breeder hereby acknowledges that the Buyer has received a copy of this document, acknowledges, and agrees to the terms and accepts full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale" Further, the Buyer accepts the terms of the contract. The Agreement represents the total agreement between (Kennel) and the Buyer, and no other terms or conditions shall be valid to this sale.

It is the intention of this contract to promote, advance and perpetuate the integrity of the American Bully and to protect the interest of both parties. This contract contains the entire agreement between parties and no statement, promises or inducements made by either party that is not contained in this written contract shall be valid or binding. This contract may not be modified or altered except in writing and signed by both parties and endorsed herein.

If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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This contract shall be deemed a legally binding contract and is under the jurisdiction of the State of __TEXAS_____ in the County of ___LIBERTY_____. It is further agreed that the place of venue shall be ___LIBERTY_____ County, State of ___TEXAS_____.

By signing below, you are certifying that you have read and agree to the terms listed above. The signing parties agree that negative reviews or "bashing" posts made publicly on social media sites or the internet in general by either party is considered **slanderous** and are subject to legal action and parties hereby agree to pay the other party a total sum of $5,000 (Five Thousand Dollars and no cents) for any slanderous or libel reviews or comments made publicly or on any social media platform regarding the other party. By signing this contract, you agree that the terms of this Agreement are fair and that you have made the appropriate arrangements to adhere to your contractual Agreement.

Buyer Printed Name:
Address:
City/State/Zip:
State ID/Driver's License #:_____
Phone/Cell:
Email: _____
Date: _____

Breeder/Kennel Printed Name: __Mary Ronnette Davis Von Baron Schnauzers
_____
Address: _____26 Enchanted Ln._____
City/State/Zip: ____Dayton, Texas 77535_____
Phone/Cell: _____936-256-9398_____
Email: _____vonbaronschnauzers@icloud.com_____
Date: _____

STATE OF _____TEXAS____)
COUNTY OF _____LIBERTY_____)

_____Buyer

_____Seller