

CONTRACT and HEALTH GUARANTEE

Be it known that on this date, _____, CORAL GOSDIN of Smoky Waters Kennel, (hereinafter known as Breeder) and _____

_____ (Name, address, phone, email),

hereinafter known as Buyer, shall enter into an agreement for sale of a Yorkshire Terrier Puppy born on

_____ to Sire _____ and Dam _____, for the

price of _____.

Breeder attests to the fact that both parents are registered with _____, and this puppy's litter is also registered and the papers are forthcoming.

Breeder attests to the fact that this puppy has had its tail docked, front and back dew claws removed and its' vaccinations are up to date. It has been inspected by a licensed veterinarian and is in good health and free of any congenital defect.

Puppies are sold with a guarantee against 10 days, no death from the date of shipping, and against life threatening congenital defect for one year from date of shipping. No other conditions are covered. Breeder is in no way responsible for any expenses (medical or otherwise) incurred by Buyer in regard to said puppy. No guarantees are made to the disposition, conformation, size or breeding capability of the puppy, and are sold as pet quality, unless otherwise specified. If within the first year, this puppy dies from a congenital defect, Breeder will replace puppy under the following conditions: In case of death requiring replacement, such replacement will be provided if an autopsy is performed by a licensed Vet and all paperwork from this Vet is forwarded to our Vet. Our Vet will ask to speak to this Vet if this occurs. The puppy's microchip number must be a part of this report. The Buyer is responsible for the cost of any test or diagnostics performed in the case of sudden death or illness. We will not issue any cash refund. Exchange will be for puppy of same or superior value, when available. All shipping costs are at Buyer's expense. It is mutually understood and agreed that any litigation regarding this puppy shall be brought about in the state and county of the Breeder.

Buyer is responsible for all transportation and shipping fees. It is up to Breeder to decide when a puppy is ready to be shipped. Shipping dates may be changed due to flight conditions or other concerns.

If a deposit has been made, the final payment will be due 7 days prior to shipping. If not received on time the deposit is retained by Breeder and the puppy will be re-listed.

Warranty, Guarantee and contract are not transferable. All sales are final.

Credit Card Payments: If the puppy is paid for by someone other than the Buyer, we require this person to sign the statement below:

I, the undersigned, understand that my charge card is being charged for the purpose of purchasing the puppy listed in this contract.

_____ Card Holder's Signature

_____ (please list date, address, phone and email)

I agree to the terms and conditions of this the Contract.

Breeder, Coral Gosdin (Date)

Buyer Signature (Date)

_____ (print name)

Fax to 417-679-3439 or Mail to HC3 Box 698, Gainesville, MO 65655