

MCFALL NEWFOUNDLANDS PURCHASE CONTRACT

You are purchasing a Newfoundland puppy with a "Limited" AKC registration for the amount of \$_____. Limited AKC registration means that you CANNOT breed this dog or show this dog in Conformation Events. This dog can, however, participate in other AKC events. We require you to have your puppy spayed or neutered NO earlier than 12 months of age (although we highly recommend waiting until 18 months). This is very important for their proper growth, and to prevent future joint issues. Proof must be sent to us at time of spaying/neutering. We will NOT change from limited to full registration in the event your dog "accidentally" breeds. If we do not receive proof of spay/neuter ALL health and hip guarantees are revoked.

All puppies sold must carry our name - "McFall's" - in the beginning of their titled registered names on AKC paperwork. Please register your puppy soon after bringing him/her home. It may be mailed in or easily completed online.

We offer a general health guarantee for 2 years from date of birth. You must have your puppy examined by your veterinarian within 1 week of pick up date. We will refund full purchase price *ONLY* if at the initial vet visit it is found that your puppy has a serious medical problem. The general health guarantee will be for 2 years. If your puppy is diagnosed with a life threatening illness within the 2 year guarantee which would cause the puppy to die (or within one year after time of diagnosis), we will offer a replacement puppy from our next litter or when you are ready. We will never require that the puppy be given back to us, but will always be willing to take the puppy and give the proper care that is needed if that is your choice. We do NOT offer a refund of money after the initial vet visit. Proof of proper medical care from the time of purchase must be supplied, as well as written opinions from 2 different veterinarians describing the problem.

We offer a guarantee against crippling hip dysplasia or serious joint issues for 2 years. If a serious issue is found, we require opinions from 2 different veterinarians. If this is the case, we will offer you a replacement puppy from our next litter or when you are ready. We do NOT offer a refund of money or reimbursement for any medical care provided by you. All health and hip guarantees are revoked if there are histories of accidents, abuse, neglect or histories of injuries resulting in ANY broken bones. Also, proper weight management as recommended by vet and good nutrition are required for hip/joint guarantees.

Your puppy has received its first set of shots, has been examined by a board certified cardiologist and our regular veterinarian for general health. We have treated your puppy for worms/parasites, but ongoing care may be needed and a stool sample should be taken to the vet on the first visit. We DO NOT guarantee

against worms/parasites. All future medical expenses are the responsibility of the buyer once this contract is signed and the puppy is in your care.

By initialing each of the following lines and signing each page of the contract, the buyer hereby states that McFall Newfoundlands has explained the contract (and buyer has reviewed the contract) and given information on very important aspects of owning a Newfoundland and guidelines for optimal health. McFall Newfoundlands has emailed information daily *AND* explained everything below when buyer has picked up puppy. McFall Newfoundlands does the best it can to help educate their buyers about Newfoundlands and their care, but ultimately it is very important for the future owners to educate themselves and learn as much as possible - even above what has been given by McFall Newfoundlands. These are simple guidelines that we encourage you to follow for the well-being of your new puppy/dog.

____ Your new puppy must be fed a high quality dog food – list and information of what to look for in food, and feeding instructions have been supplied.

____ It is very important that your Newfoundland maintain proper weight at all times as recommended by your vet. NEVER let your Newfoundland become overweight. You must also keep your Newfoundland updated on all vaccinations, and follow your vet's recommendations.

____ It is prefer that your new puppy be a part of the family and live with you in your home and not in a kennel.

____ While your Newfoundland is outside, there must be a safe place with shade and shelter from the elements for him/her to be while unsupervised. It is preferable to have a fenced yard to contain your Newfoundland. If this is not possible, a large portable kennel will be sufficient. At NO time should your Newfoundland be tied for extended periods of time.

____ The medical issues of Newfoundlands has been discussed, and although McFall Newfoundlands has done genetic health testing on all breeding adults and has the best veterinary care of the puppies while in our care, we can never guarantee there will not be a health issue in the future as these are living beings. Health insurance has been HIGHLY recommended on many occasions and information on several different insurance carriers has been supplied. BIG dogs can mean BIG vet bills.

____ McFall Newfoundlands has supplied information and discussed the risks of early spaying and neutering.

____ It is important to NEVER over exercise your Newfoundland puppy as it grows, and information and guidelines have been provided and discussed.

____ Newfoundland puppies and young children should ALWAYS be supervised

and never left unattended. Information has been given on puppies and children.

___ Information has been supplied about the grooming and general care of Newfoundlands.

___ Basic information on training, housebreaking, crate training (highly recommend for training AND the safety of your puppy) and other puppy care has been provided. Puppy training/obedience classes are highly recommended not only for training but for socialization. Please train your Newfie – there is NOTHING worse than a 150lb. dog who is out of control.

___ It has been recommended to LIMIT stairs, jumping, hiking, climbing, carting, pulling or any strenuous exercise before 18 months of age (in fact, none of the above if possible before that age). Swimming is wonderful and is a highly encouraged form of exercise. Information has been provided about proper exercise for growing puppies.

___ All puppies are microchipped before leaving and information is given, and registration of the microchips is the responsibility of the new owner. It is a minimal fee per year to keep you puppy registered, but the chip is useless if not registered with your information.

___ Your puppy has had one set of vaccines (Duramax 5) at 8 weeks old. Puppies need at least 3-4 series of vaccines (every 3-4 weeks depending on your veterinarians protocol) until they have built immunities. Do NOT take your puppies to any public places (i.e. walking/playing at dog parks, walking in pet stores, on the floors at veterinarians, pet walk areas at rest stops, etc.) until they have had their full series of vaccines. It is ok, however to have your puppy socialize in puppy classes where others HAVE to be vaccinated or if you have friends who have doggie playmates who you know are up to date on their vaccines.

___ McFall Newfoundlands will always help answer any future questions you may have for the life of your Newfoundland. If there is ever a situation where we do not see “eye to eye” or have difficulty communicating, we will seek appropriate means to resolve any issue – either through our attorney or through the Newfoundland Club of America

In the event you cannot keep your new puppy, you are REQUIRED to notify us at McFall Newfoundlands and we will either work with you to find a suitable home or always be willing to take the dog back and either have him/her remain with us or find a loving home. All registration documents transferring ownership must also be returned and signed. There will also be NO refund to the current owner in this case. You must NOT EVER turn this puppy over to an Animal Shelter, Humane Society or Rescue Organization. If a McFall Newfoundland is ever turned over to a shelter or rescue organization without contacting McFall Newfoundlands, we will take legal action. This will also be the case if there is ever any proof of neglect or

abuse of one of our Newfoundlands.

Each party hereby represents and acknowledges that, prior to executing this agreement, he or she has carefully read each and every word contained in this agreement and fully understands all of its terms and provisions and their legal, financial and practical effect. Based upon such understanding, each party believes that this agreement is fair and reasonable in all respects and each party executes this agreement freely and voluntarily.

The terms and provisions of this agreement shall be conclusive and binding upon the parties. This agreement contains the entire understanding of the parties and there are no promises, terms, conditions, representations, warranties, undertakings, covenants or understandings by either party to the other, except as expressly set forth in this agreement.

The purpose of this agreement is to be thoughtful and thorough to avoid future misunderstandings between the parties to the extent possible. We will work to resolve any misunderstandings directly with you, and if necessary, through mediation with our attorney. Verbal or written disparagement by either party on the internet or otherwise is unnecessary and will be addressed by appropriate legal action. This agreement shall be governed and construed in accordance with the substantive laws of New York State, and any action based on this contract shall be brought in Tompkins County.

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Seller:

McFall Newfoundlands
Lois McFall
4 Heath Place
Freeville, NY 13068
(607) 844-3252
puppies@mcfallnews.com

Buyer:

Name _____
Address _____
City/State/Zip _____
Phone _____
email _____

Sire of puppy _____

Dam of puppy _____

Date of Birth _____ Color _____ Sex _____

AKC # _____ Microchip # _____