

Valness Yorkies, LLC
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Pet Puppy Ownership Agreement and Health Guarantee

IT IS HEREBY AGREED by and between VANESSA PITTMAN, and VALNESS YORKIES, LLC, as Seller, hereinafter called "Seller," and _____ as Buyer(s), hereinafter called "Buyer(s)," that Sellers will sell and transfer to Buyers, on or about _____, a Yorkshire Terrier puppy from the litter whelped _____ at Valness Yorkies, LLC, Clear Spring, Maryland sired by _____, registration number _____; owned by _____ (call name: _____) out of _____, registration number _____ (call name: _____) and further described as being a _____ **(insert color and sex of puppy)**, _____ (litter registration number) litter call name "_____", hereinafter called "Puppy," (and all future references to Puppy herein shall be construed to refer to the above named Yorkshire Terrier puppy, regardless of the age of said Yorkshire Terrier at the time of interpretation of this contract,) approximately _____ weeks old; and Buyers agree to purchase said Puppy for \$_____ plus applicable 6% Maryland sales tax \$_____ for the total sum of \$_____ and other good and valuable consideration and under the following terms and conditions:

1. **First 24 Hours After Bringing Puppy Home.** Valness Yorkies warrants that at the time of delivery of the puppy, the puppy is healthy and free of communicable diseases. Puppy has been examined and given age-appropriate vaccinations by a licensed veterinarian. Puppy comes with 30 days (about 4 and a half weeks) of **FREE HEALTH INSURANCE** from **TRUPANION.COM** use code (49 states: BR1VY40319, NY: BR2VY40319) on website or call 855-266-2156. **ACTIVATE WITHIN 24 HOURS!!!**
2. **First 72 hours (3 days) After Bringing Puppy Home.** Seller agrees to furnish Buyers with the necessary health information including shot records and worming records at the time of purchase. Buyer agrees, at the expense of Buyer, to have Puppy examined by a licensed veterinarian within 72 hours (about 3 days) of receiving the puppy. If, within 72 hours (about 3 days) after Puppy leaves Valness Yorkies and is received by Buyer, a licensed veterinarian finds the puppy to have a communicable disease or be in poor body condition, Puppy may be returned to Valness Yorkies upon submission of the written statement of the examining veterinarian that the Puppy is unhealthy and such statement must provide a detailed diagnosis

and reasons for the veterinarian deeming the puppy unhealthy. In that case, Seller will refund the purchase price of the puppy.

3. Seller guarantees that Puppy is in good condition and is free from contagious disease. Buyer agrees to notify Seller immediately if, at any time within three (3) days after delivery of puppy, a licensed veterinarian finds the puppy to have a contagious disease or to be in poor physical condition. Buyer agrees that the presence of colitis, ear mites, worms, coccidia, or Giardia in Puppy does not constitute poor physical condition. If Puppy is found to be in poor condition or have a contagious disease in accordance with paragraph 2, Buyers agree to immediately return Puppy to Seller for examination by Seller's veterinarian. If, in the opinion of both Buyer's veterinarian and Seller's veterinarian, Puppy is in poor health, not due to neglect by Buyers since taking possession of Puppy, Seller will: (1) replace the puppy with another puppy of comparable quality, possibly from another litter, or (2) refund the full amount of money paid to Seller to date. In the event there is a genetic disease-causing death or permanent impairment of vital functions diagnosed by a licensed veterinarian in the period prior to Puppy's first birthday, Seller agrees to replace puppy with another puppy of comparable quality, from another litter. Genetic diseases include only those diseases for which there is, at the time of Puppy's birth, a genetic marker test for Yorkshire Terriers. The buyer acknowledges and understands that Yorkshire Terriers are known to be prone to Luxating Patella, Liver Shunts, and Collapsed Trachea. There are no genetic screenings for these diseases now. The seller is unable to guarantee Puppy will not be affected by any of these three conditions at some point in the life of the Puppy and the health guarantee does not cover these conditions Hip dysplasia is not known to affect Yorkies as they are a toy breed. Therefore, a diagnosis of hip dysplasia is not covered by the health guarantee. Kennel cough, also known as Canine Infectious Respiratory Disease (CIRD), is an adenovirus, parainfluenza and Bordetella vaccines protect against some strains, the disease mutates regularly, much like influenza and coronavirus, so a puppy can still contract kennel cough even after vaccination. Valness Yorkies LLC guarantees that all puppies leave here showing no symptoms of kennel cough, but we cannot be responsible for later exposures which cause symptoms.
4. **If before Puppy's first birthday**, Puppy passes away due to an untreatable genetic health issue an autopsy/necropsy must be conducted. Valness Yorkies LLC will replace Puppy or refund the purchase price of Puppy within 18 months (about one and a half years) after receiving the autopsy/necropsy report and all medical records to date of death. No refund or replacement puppy will be given without a written autopsy/necropsy report signed and dated by a licensed veterinarian along with all medical records of the puppy. Additionally, Buyer agrees to notify Seller immediately upon diagnosis of any such untreatable health condition and Seller will collaborate with Buyer on developing a plan for Puppy. Failure to immediately notify Seller after receiving from a licensed veterinarian such life-threatening or mortal prognosis voids Seller's obligation under this paragraph to provide a refund or replacement. Seller is not responsible for any expenses incurred by the Buyer regarding the Puppy, including any and all medical and veterinary expenses. The extent of Buyer's liability for any health condition or death to the Puppy, in accordance with this agreement, is the return of the purchase Price and/or a replacement Puppy. Seller has no further liability to the Buyer.

5. If under any clause of this contract, it becomes the obligation of Valness Yorkies LLC to refund all or part of the purchase price of Puppy or to replace Puppy, such obligation shall be fulfilled within 18 months (about one and a half years) of the date on which the obligation accrues.
6. **Hypoglycemia (low blood sugar)** is a particular concern with Yorkshire Terrier puppies. Yorkie puppies must be offered food at least once every two hours as they can quickly become hypoglycemic. This condition can cause death rapidly. If you notice a Puppy exhibiting symptoms of hypoglycemia, including lack of coordination, loss of appetite, pale gums or “acting like it is drunk” offer the Puppy warm sugar milk and call the veterinarian immediately. Hypoglycemia is not covered under this health guarantee as it is caused by failure to feed Puppy properly. All Puppies are healthy and not hypoglycemic when they are released by Valness Yorkies LLC. The buyer understands that it is of paramount importance to feed puppy EXACTLY in accordance with the feeding instructions supplied as an addendum to this contract. Yorkie puppies, and especially Teacup Yorkies, can progress rapidly from being happy, active, and healthy puppies to dying from hypoglycemia due to their extremely small size. Buyer also understands and acknowledges that because of their tiny size, the ingestion of a foreign or toxic substance or foreign body (example: pebbles) can quickly cause death in Yorkies and. Therefore, Yorkie puppies always require strict supervision to prevent them from accidentally eating anything beyond their regular recommended diet.
7. If there occurs the necessity for any type of transportation fee for the puppy, all expenses associated therewith shall be the sole responsibility of Buyers. During such transportation, Buyers accept full responsibility and liability for Puppy.
8. If at any time after delivery of Puppy (and not in conjunction with any other provisions of this contract), Buyers wish to sell, give away, or otherwise transfer possession of Puppy, Buyers agree that Puppy shall be offered to be returned to Valness Yorkies LLC, and that the necessary CKC papers will be signed in order to transfer sole ownership of Puppy to Kathy Pittman of Valness Yorkies LLC. Buyers agree to notify Valness Yorkies LLC prior to transferring Puppy to any third party and prior to allowing Puppy to live with any third party (excepting short term boarding). Buyers also agree to furnish to Valness Yorkies LLC, at Buyers’ expense, a current certification by a licensed veterinarian of the health of the puppy, including all shot and worming records in the event Puppy is returned to Valness Yorkies. LLC. The Puppy, whether still a Puppy or having reached adulthood, shall not be euthanized, abandoned, or left with any SPCA or veterinarian in the event Buyers can no longer keep Puppy.
9. Buyers agree to provide Puppy with a safe and loving home, to give Puppy all necessary shots, dewormings, health and grooming care, to daily give Puppy proper food, water and exercise, to protect Puppy from abuse, and to provide a fenced in area for Puppy to be out of doors safely if Puppy is ever to be left unattended and off leash out of doors. Buyers agree that they will not allow Puppy to run free or be out of doors unattended without being contained by some kind of fencing (including invisible fencing) at any time for any reason. Buyers also agree that they will not tie or chain Puppy outside unattended. This health guarantee is void if Puppy, regardless of age, has been neglected in any way and not cared for in accordance with this paragraph. Puppies should not be exposed to other dogs until they are fully vaccinated by a licensed veterinarian, and then only to fully vaccinated dogs.
10. This contract is governed by the laws of the State of Maryland. Buyers agree to pay all reasonable attorneys’ fees and costs of litigation arising out of this agreement. All disputes arising out of this contract will be settled in the Courts of Washington County, Maryland. This contract is non-transferable. This contract represents the entire agreement between Buyer and

Valness Yorkies LLC. This contract may not be modified except in writing signed by all parties and attached hereto.

Buyer and Seller indicate their acceptance of all provisions herein by signing and dating the lines below.

Date _____
_____ for Valness Yorkies, LLC

Date _____
_____ Buyer

Buyer's address: _____

Buyer's email address: _____

Buyer's phone number: _____