Valness Yorkies, LLC
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Clear Spring, Maryland 21722
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Pet Puppy Ownership Agreement and Health Guarantee

IT IS HEREBY AGREED by and between VALNESS YORKIES, LLC, as Seller, (hereinafter referred to as "Seller") and _____ as Buyer(s), (hereinafter called "Buyer") that Seller will sell and transfer to Buyer, 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") (all future references to Puppy 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. Buyer agrees 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.** Seller 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 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 Buyer with the necessary health information including shot records and worming records at the time of purchase, and Buyer shall acknowledge receipt, review and understanding of those records in writing as provided in the Acknowledgement of Records and Disclosures paragraph below. Buyer agrees, at the expense of Buyer, to have Puppy examined by a licensed veterinarian within 72 hours (3 days) of receiving the Puppy. If, within 72 hours (3 days) after Puppy leaves Seller and is received by Buyer, a licensed veterinarian finds the Puppy to have a contagious disease or be in poor physical condition, Puppy may be returned to Seller 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. The Puppy return will be handled in accordance with paragraph 3.

3. Seller guarantees that Puppy is in good condition and is free from contagious disease. Buyer shall notify Seller in writing within 72 hours (3 days) after delivery of Puppy if a licensed veterinarian finds the Puppy to have a contagious disease or to be in poor physical condition. Buyer's delivery of such written notice within 72 hours (3 days) is an express condition precedent to any obligation of Seller under this paragraph, and time is of the essence. 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 this paragraph, Buyer shall 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 Buyer since taking possession of Puppy, Seller will, at Seller's sole option: (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. The replacement or refund will be handled in accordance with paragraph 5. 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. 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 and 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, however, the disease mutates regularly, much like influenza and coronavirus, so a puppy can contract kennel cough even after vaccination. Seller guarantees that all puppies leave the Seller, showing no symptoms of kennel cough, but Seller cannot be responsible for later exposures which may 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 and provided to Seller. Seller will replace Puppy or refund the purchase price of Puppy within 18 months after receiving the autopsy/necropsy report and all medical records for the Puppy to date of death, if the autopsy/necropsy confirms that the death of the Puppy was due to an untreatable genetic health issue. 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 shall notify Seller in writing within five (5)**

days after diagnosis of any such untreatable health condition and Seller will collaborate with Buyer on developing a plan for Puppy. Buyer's delivery of such written notice within five (5) days is an express condition precedent to an obligation of Seller under this paragraph, and time is of the essence. Failure to notify Seller in writing within five (5) days 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.

5. If under any clause of this Contract, it becomes the obligation of Seller to refund all or part of the purchase price of Puppy or to replace Puppy, such obligation shall be fulfilled within 18 months 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 Buyer notices the 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 the Seller's health guarantee as it is caused by failure to feed Puppy properly. All Puppies are healthy and not hypoglycemic when they are released by Seller. The Buyer has been notified and understands that it is of paramount importance to feed the 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. Yorkie puppies always require strict supervision to prevent them from accidentally eating anything beyond their regular recommended diet.** Buyer confirms having read and understood this paragraph by initialing on the signature page below.

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 Buyer. During such transportation, Buyer accepts 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), Buyer wishes to sell, give away, or otherwise transfer possession of Puppy, Buyer agrees that Puppy shall be offered to be returned to Seller, and that the necessary CKC papers will be signed to transfer sole ownership of Puppy to Seller. Buyer shall notify Seller in writing prior to transferring Puppy to any third party and prior to allowing Puppy to live with any third party (except for short term boarding). Buyer shall furnish to Seller, at Buyer's 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 Seller. 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 Buyer can no longer keep Puppy.

9. Buyer shall provide Puppy with a safe and loving home, give Puppy all necessary shots, dewormings, health and grooming care, daily provide Puppy proper food, water and exercise, protect Puppy from abuse, and provide a fenced in area for Puppy to be outdoors safely if Puppy is left unattended and off leash outdoors. Buyer agrees that he/she will not allow Puppy to run free or be outdoors unattended without being contained by some type of fencing (including invisible fencing) at any time and for any reason. Buyer shall not tie or chain Puppy outside unattended. The above health guarantee is void if Puppy, regardless of age, has been neglected in any way and not cared for in accordance with this paragraph. Puppy should not be exposed to other dogs until he/she is fully vaccinated by a licensed veterinarian, and then only exposed to fully vaccinated dogs.

10. Buyer has the right and opportunity, at Buyer's expense, to have Puppy examined by a licensed veterinarian within the 72 hour period described above, and Buyer acknowledges that this examination is Buyer's opportunity to inspect Puppy as fully as Buyer desires. If Buyer does not return Puppy and provide the written veterinary statement and written notice required above within the applicable time period, Buyer shall be deemed to have examined and accepted Puppy in its then-existing condition. In that event, to the fullest extent permitted by Maryland law, Buyer accepts Puppy "as is" as to its health and physical condition existing at the time of purchase and delivery and waives and releases any claim against Seller arising out of that condition, except for (i) Seller's express guarantees stated in this Contract and (ii) any right that may not be waived or limited under applicable Maryland law. This paragraph does not shorten or eliminate the inspection, written-notice, refund, and replacement rights expressly provided above; it applies only after those rights have lapsed unexercised.

11. Every notice, request, statement, or communication required or permitted under this Contract must be in writing and must be delivered to Seller by email to Valnessyorkies@outlook.com and by first-class or certified U.S. mail to Seller's address stated above. Oral notice is not effective for any purpose under this Contract. Where this Contract requires Buyer to give notice within a stated period, Buyer's delivery of timely written notice within that period is an express condition precedent to any obligation of Seller arising from the matter noticed, and time is of the essence. Seller's obligations do not arise, and Seller has no liability, with respect to any matter for which Buyer fails to give the required written notice within the time specified.

12. Buyer acknowledges and agrees that, at the time of sale, Seller delivered to Buyer, and Buyer received, reviewed, and understood, all medical records, veterinary records, vaccination and worming records, health documentation, and the puppy folder pertaining to Puppy. Buyer accepts those records and disclosures as the complete health information provided by Seller and acknowledges having had the opportunity to ask questions about them before signing. Buyer confirms this acknowledgment by initialing on the signature page below.

13. The refund or replacement remedy expressly provided in this Contract is Buyer's sole and exclusive remedy for any defect in, or condition of, Puppy, to the fullest extent permitted by Maryland law. Seller's total liability under this Contract shall not exceed the purchase price paid for Puppy, and Seller shall not be liable for any incidental, consequential, special, or veterinary expenses, except to the extent such a limitation is not permitted under applicable Maryland law. Nothing in this Contract limits any liability or warranty protection that cannot be excluded or limited under Maryland law, including protection extended to members of Buyer's household who are injured in person.

14. If any provision of this Contract, or any portion of a provision, is held to be unenforceable under Maryland law, that provision or portion shall be enforced to the maximum extent permitted, and the remaining provisions shall remain in full force and effect.

15. This Contract is governed by the laws of the State of Maryland. In any dispute or litigation arising out of or relating to this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. 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 Seller. 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 _____ _____

Valness Yorkies, LLC by Vanessa Pittman

Date _____ _____

Buyer

Buyer's address: _____

Buyer's email address: _____

Buyer's phone number: _____

Buyer's printed name: _____

Buyer's initials confirming care instructions for Puppy (Paragraph 6): _____

Buyer's initials confirming receipt, review, and understanding of all medical records, health documentation, and the puppy folder (Paragraph 12): _____