

Fancy Florida Puppies

www.fancyfloridapuppies.com

Health Guarantee

Effective Date: _____

This Health Guarantee ("Guarantee") is entered into by and between Fancy Florida Puppies ("Seller") and the undersigned Buyer ("Buyer"). This Guarantee is an integral part of the Puppy Purchase Contract (the "Contract") and governs the health warranties provided for the puppy described below.

Seller Information

- **Name:** Fancy Florida Puppies
- **Phone:** 727-777-2222
- **Email:** fancyfloridapuppies@gmail.com

Puppy Information

- **Puppy Name:** _____
- **Breed:** _____
- **Microchip Number:** _____
- **Date of Birth:** _____
- **Date of Sale:** _____

Health Guarantee Terms

1. 72-Hour Health Warranty

- Seller warrants that the puppy is free from communicable diseases or life-threatening illnesses at the time of transfer for a period of 72 hours from the date Buyer assumes physical possession.
- **Condition:** Buyer must have the puppy examined by a licensed veterinarian within 72 hours of receipt at Buyer's expense. Buyer shall provide Seller with written documentation of the examination upon request.

- **Remedy:** If the veterinarian identifies a life-threatening or serious genetic defect within this period, Buyer must notify Seller within 24 hours and provide a written veterinary report, including the puppy's microchip number. Seller reserves the right to have the puppy re-examined by Seller's chosen veterinarian at Seller's expense. If the findings are confirmed, Seller will, at its sole discretion, provide a replacement puppy of equal value from the next available litter. No cash refunds will be issued.
- **Exclusions:** This warranty does not cover non-life-threatening conditions, including but not limited to umbilical hernias, external or internal parasites, bacteria, coccidiosis, giardia, underbites, or overbites. Conditions resulting from accidents, neglect, or contagious illnesses are not covered.
- **Death Within 72 Hours:** If the puppy dies within 72 hours of purchase, Buyer must arrange for an autopsy by a licensed veterinarian at Buyer's expense to determine the cause of death. If the cause is a pre-existing condition attributable to Seller, Seller will provide a replacement puppy of equal value from the next available litter. No cash refunds will be issued.

2. Congenital Defect Guarantee

- Seller provides a one-year guarantee against congenital defects, or a five-year guarantee if Buyer adheres to Seller's recommended care program, including consistent use of TLC Puppy/Dog Food and NuVet Plus Chewable Wafer Supplements through Seller's provided links, which enables order history and tracking. www.fancyfloridapuppies.com, order code: 923605, with proof of purchases maintained through Seller's website.
- **Condition:** Buyer must comply with all care recommendations and provide veterinary records upon request. Failure to adhere to the program voids this guarantee.
- **Remedy:** If a congenital defect is diagnosed by a licensed veterinarian within two years from the date of sale, Buyer must notify Seller within 24 hours with a written veterinary report, including the puppy's microchip number. Seller reserves the right to have the puppy re-examined by Seller's veterinarian at Seller's expense. If confirmed, Seller will provide a replacement puppy of equal value from the next available litter. No cash refunds will be issued.
- **Exclusions:** This guarantee covers only congenital defects and does not include conditions resulting from accidents, neglect, contagious illnesses, or environmental factors.

3. Pre-Sale Health Measures

- Seller warrants that, prior to transfer, the puppy has received:
 - A Florida Health Certificate
 - Current vaccinations
 - Fecal examination
 - Microchip implantation
 - Scheduled deworming
- The puppy is delivered in good health and condition, as verified by Buyer's inspection at the time of transfer.

Buyer Responsibilities

1. **Veterinary Care:** Buyer is responsible for all veterinary costs, including examinations, diagnoses, treatments, or procedures, unless expressly approved in writing by Seller prior to treatment.
2. **Care Program Compliance:** To maintain the optional five-year congenital defect guarantee, Buyer must consistently use and provide proof of purchase for TLC Puppy/Dog Food and NuVet Plus Chewable Wafer Supplements.
3. **Notification:** Buyer must promptly notify Seller of any health issues and provide required documentation within the specified timeframes. Failure to comply voids all guarantees.

Legal Provisions

1. **Non-Transferable:** This Guarantee is non-transferable and applies only to the original Buyer named in the Contract.
2. **Liability Limitation:** Seller is not liable for veterinary costs, damages, or losses incurred after the puppy leaves Seller's possession, including but not limited to accidents, injuries, or illnesses caused by Buyer's actions, neglect, or third parties. Seller is not responsible for damages to persons, property, or other animals, or for emotional distress resulting from the puppy's loss or illness.
3. **Governing Law:** This Guarantee shall be governed by and construed in accordance with the laws of the State of Florida. Any disputes arising under this Guarantee shall be resolved in the courts of Marion County, Florida.
4. **Severability:** If any provision of this Guarantee is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5. **Entire Agreement:** This Guarantee, as part of the Contract, constitutes the entire agreement between Buyer and Seller regarding the puppy's health and supersedes all prior agreements, whether oral or written. No verbal statements or representations not contained herein shall be valid or binding.

Acknowledgements

Buyer acknowledges that:

- The puppy was received in good health and condition, as verified by Buyer's inspection at the time of transfer.
- Buyer has read, understands, and agrees to be bound by the terms of this Guarantee and the Contract.
- Failure to comply with the veterinary examination, care program, or notification requirements voids all guarantees.

Signatures

Buyer:

Name (Printed): _____

Phone: _____

Signature: _____

Date: _____

Seller:

Name (Printed): Christine Greenberg, Founder, Fancy Florida Puppies

Signature: _____

Date: _____