



FuzzyWuzzyPups

Puppy Adoption Process and Puppy Contract

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How to I adopt a Puppy? Below are the Steps in the Adoption Process.

1. Complete the Puppy Application and then have a phone conversation interview with me.
2. Reserve a puppy that is already born by completing and signing our Contract and Health Warranty along with a **\$600.00 non-refundable service holding fee ("Holding Fee")**.
3. Reserve a future puppy on our reservation list by completing and signing our Contract and Health Warranty sending it in along with a **\$450.00 non-refundable initial deposit ("Initial Deposit")**. **In the event you elect to pay the Initial Deposit by personal check, you will go on Reservation List for the desired litter on the date the check clears the bank. Fax the signed documents to the fax number listed below.**
4. When the puppies in your selected litter are fourteen (14) days of age, you will be contacted to make your puppy selection. A **non-refundable** progress payment of **\$150.00 is due at the time of selection ("Progress Payment #1)**.
Note: The order of selection is based on the date of your Initial Deposit. Seller accepts deposits for our puppies on a first come first serve basis – first deposit gets first pick of the litter, second deposit gets second pick, third deposit gets third pick, and so on.
Note: If there is not a puppy that fits your needs in the litter, then you can move your Initial Deposit to another litter, provided
5. When your selected puppy is 7 (seven) weeks of age, an additional progress payment of **\$300.00 is due ("Progress Payment #2)**.
 - a. **If Seller is flying to meet you to deliver your puppy, the non-refundable premium delivery and travel fee of at least \$350.00 is also due at this time ("Premium Delivery Fee")**. Please note that the **Premium Delivery Fee may change if Seller cannot make plane reservations at least 5 weeks in advance.**
 - b. **If Seller is driving to meet you and the meeting spot is more than 75 miles from Seller's home, there is a delivery fee of \$1.00 per mile for each mile after the first 75 miles ("Meet You Delivery Fee")**.
6. **Note:** Unless other arrangements are made at the time of this contract being sent in to ABuddy4u/FuzzyWuzzyPups Failure to make Progress Payment #2 on time will result in a forfeit of your Puppy selection; and all monies paid will be forfeited. In such a event, ABuddy4u/FuzzyWuzzypups can issue a puppy adoption credit of 35% of previous payments made this credit must be used with in 12 months,
7. On the agreed upon delivery date, you will either pick your Puppy up in person or Seller will fly to meet you at the airport of sellers choice so that you can meet your Puppy in person. The final payment is due at the delivery and must be made in cash ("Final Payment"). If you would like to use PayPal to make the Final Payment, you must make that Final payment two weeks before the scheduled delivery date. At this in-person delivery, you will have the opportunity to meet and get to know your Puppy and ask any questions before taking your new family member home ("In-Person Delivery").

Acceptable payment methods are cash, PayPal--PayPal payments can only be made by an invoice being sent to you, by us. In addition, wire transfers and cashier's checks made out to ABuddy4u are accepted, and postal money orders can be sent in made out to Cindy Miller If using the mail, payments should be mailed to: Cindy Miller, PO Box 225, Aurora, MO 65605.

Questions? Call Cindy @ 831-744-2466. Document Fax #417-463-4041

Puppy Contract

This contract is between ABuddy4u/DBA FuzzyWuzzyPups hereinafter referred to as "Seller" and _____ hereinafter referred to as "Buyer." This contract consists of these Terms and Conditions plus the Health Warranty attached hereto as Appendix A and Re-homing Guarantee attached hereto as Appendix B

Buyer Address: _____ City: _____ State: _____

Zip: _____ Home phone#: _____ Cell Phone#: _____ Closes Airport _____

Adoption Fee: Pick up \$1400.00 _____ Delivery: \$2000.00 _____ Other \$ _____

RESERVATION:

Litter information: Sire _____ Dam: _____ Male _____ Female _____ Breed Type _____

By signing this Puppy Contract and making payment of a Reservation Deposit of **\$450.00**, Buyer will be placed on a reservation list for the above litter. **Reservation Deposits are non-refundable.**

If no puppy of the selected gender and breed is available from Seller within twelve (12) months of the date the Reservation Deposit is received by Seller, the Reservation Deposit will be refunded to Buyer or Buyer may elect hold the Reservation Deposit over for a future litter. Once the selected litter is born, Seller will contact Buyer (phone or email) in the order the Reservation Deposit was received and Buyer will be asked to make a specific puppy selection in that litter. Buyer must select a puppy from the specified litter by the time the Puppy is 14 days old or Buyer loses their selection spot on the Reservation List.

Buyer is responsible to make a progress payment of **\$150.00** after the specific puppy is selected ("Progress Payment #1"). This Progress Payment must be received by Seller by the time the selected puppy is fourteen (14) days old. If you do not select a puppy from the litter by the time the puppy is fourteen (14) days old or do not make Progress Payment #1 by the due date, Buyer will lose his/her reservation in the litter.

Acceptable payment methods are cash, PayPal. In addition, postal money orders made out to Cindy Miller or , wire transfers and cashier's checks made out to ABuddy4u are accepted. If using the mail, payments should be mailed to: Cindy Miller, PO Box 225, Aurora, MO 65605.

Please be aware we do not manufacture dogs and are at the mercy of nature and therefore cannot guarantee delivery by any specific date. If you elect to pass on a litter that is available to you, the Reservation Deposit may be used on a future litter for a period of 12 months from the date the Reservation Deposit was received by Seller.

Terms of Sale for the Selected Puppy:

1. Seller hereby certifies that the puppy selected by Buyer is of sound health at the time of Delivery (defined above). Said puppy comes with the Health Warranty attached hereto as Appendix A and Re-Homing Warranty attached hereto as Appendix B
2. Seller confirms that the Puppy will come with current age appropriate vaccinations, worming, micro-chipping, spay/ or neuter certificate (unless Buyer declined this option), Vet records, well puppy exam.
3. When your selected puppy is 7 (seven) weeks of age, an additional progress payment of **\$300.00 is due ("Progress Payment #2). If Seller is flying to meet you to deliver your puppy, the non-refundable premium delivery and travel service fee of at least \$400.00 is also due at this time ("Premium Delivery Fee")**.
Note: Unless other arrangements are made at the time of this contract being sent in to Buddy4u/FuzzyWuzzyPups Failure to make Progress Payment #2 on time will result in a forfeit of your Puppy selection; and all monies paid will be forfeited. In such a event, ABuddy4u/FuzzyWuzzypups can issue a puppy adoption credit of 35% of previous payments made this credit must be used within 12 months

Other

Arrangements: _____

4. On the agreed upon delivery date, you will either pick your Puppy up in person or Seller will fly to meet you at the airport of seller's choice so that you can meet your Puppy in person. The final payment is due at the delivery and must be made in cash ("Final Payment"). If you would like to use PayPal to make the Final Payment, you must make that Final payment two weeks before the scheduled delivery date. At this in-person delivery, you will have the opportunity to meet and get to know your Puppy and ask any questions before taking your new family member home ("In-Person Delivery").
5. Would you like to come and pick up or puppy or have us deliver your puppy?
I will Pick my puppy up in person _____ I want my puppy hand delivered _____

Please note: If you selected pick up and change you mind later there will be an additional fee due up to \$500.00 depending on the airline cost. Also Please note: If you pick hand delivery and change your mind no refunds will be given as we get our tickets as soon as your deposits are paid.

6. If Buyer is adopting a male puppy, that puppy is neutered by the Seller. If Buyer is adopting a female puppy, you have the option of having the Seller spay the puppy unless the puppy has a hernia, in which case Buyer is hereby agreeing to have Seller spay the puppy. If you are adopting a female, please indicate here, **Yes** or **NO** whether you want Seller to spay your puppy. Please initial here: _____
7. By signing this Puppy Contract, you as Buyer certify that you have read our policies and agree to the terms and conditions. This Puppy Contract is made for our mutual benefit.
8. By signing this Puppy Contract, I as Buyer understand that Seller does NOT ship puppies sight unseen, and thus Buyer acknowledges Buyer will have to pick up the puppy at Seller's designated location, or will have to make arrangements for Seller to deliver the puppy to the airport of their choice airport for a Premium Delivery fee starting at **\$350.00**.
9. By signing this Puppy Contract, I as Buyer acknowledge that prior to completing this transaction, I will have the opportunity to meet and inspect the puppy I have selected at Delivery.
10. **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 13 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.
11. **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.
12. **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.
13. **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.
14. **Governing Law.** This Agreement will be governed by the law of the State of Missouri, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.
15. **No Third Party Beneficiaries.** This Puppy Contract is for the benefit of Buyer and Seller and does not provide any third party (including other family members) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Appendix A to the Puppy Contract

FUZZYWUZZYPUKS: LIFETIME HEALTH WARRANTY

The adoption of ANY puppy is subject to the terms and conditions of the Puppy Contract (above). "Puppy" as defined herein is the dog that is the subject of the above Puppy Contract. Capitalized terms are those defined in the above documents or are as defined herein.

This Warranty is solely between the parties to the Puppy Contract and cannot be transferred. This Warranty starts at the Delivery date.

The Puppy will be Delivered (as defined above on page 1) to Buyer with current shots and deworming. Seller arranges a Vet appointment before Delivery, typically within 48 hours before Delivery. Seller's Vet checks the Puppy very carefully. If Seller's Vet feels the Puppy is not ready for Delivery, Seller will not Deliver the Puppy on the expected date and a new date will need to be agreed by the parties. Seller will provide that Puppy is determined by our Vet to be in good health prior to Delivery.

By signing this Warranty, Buyer agrees to the following:

1. All puppies must be examined by a licensed veterinarian within 48 (forty-eight) hours of the Puppy Delivery date. If Delivered to Buyer on a holiday or weekend, then the Puppy must be taken for an examination by a licensed veterinarian on the next working day. A copy of the Puppy Health Exam Report (not the Vet invoice) must be mailed/faxed to Seller within 1 week of Delivery in order for this Warranty to be valid. Buyer is responsible to confirm Seller received this Puppy Health Exam Report, which can be sent via facsimile or U.S. mail -- certified/return-receipt-requested.
2. This Warranty is only valid if Buyer provides proper veterinary care to the Puppy throughout its life, including but not limited to flea and tick and heart worm preventive from the Puppy Delivery date.
3. This Warranty is VOID if Puppy is bred. Seller requires that all puppies be spade or neutered by the age of six (6) months in order for this Warranty to be valid.
4. NuVet Vitamins: After extensive research with different types of vitamins, Seller has determined that NuVet vitamin supplements are the best choice for all of our puppies and adult dogs. The daily use of these vitamins combined with yearly vet visits, including proper vaccinations, will optimize your Puppy/dog's life. In order to access any recourse under this Warranty, Buyer must agree to give the Puppy/dog "NuVet Plus Canine" during the life of the dog. This nutritional supplement is only available through breeder recommendation and Buyer is expected to have the vitamins on hand before your Puppy is Delivered. Auto ship is available and will save Buyer money and insure supply (the order line number is: [1-800-474-7044](tel:1-800-474-7044), order code is # 44856). Please be advised that NuVet sends Seller a monthly report. This Warranty will be considered null and void if you do not keep your Puppy/dog on the NuVet vitamin.
5. Upon making a claim under this Warranty, Buyer shall provide Seller with ALL medical records dating back to the Puppy Delivery date, including but not limited to shot records and spay/neutering records (if not done while in Seller's care).
6. Any and all adoptions or replacement puppies must be approved by Seller.

Lifetime Warranty: "Lifetime" as referred to herein is the period of ten (10) years from the Puppy's date of birth.

I. Genetic Health Defects:

In the event of the death of the Puppy due to genetic health issues from HEART, KIDNEY, LIVER, TUMORS OR CANCER during the Puppy's first five (5) years of life, the Buyer must submit the Warranty claim information detailed below and once the claim is validated by Seller, Seller will provide a replacement puppy. In the event of the death of the Puppy due to genetic health issues from HEART, KIDNEY, LIVER, TUMORS OR CANCER after the Puppy turns five (5) years of age, the Buyer must submit the Warranty claim information detailed below and once the claim is validated by Seller, the Seller will issue an adoption credit in the amount of 40% of the original adoption fee ("Adoption Credit"); the Adoption Credit is usable towards the costs associated with the adoption of a replacement puppy from Seller.

In connection with the replacement Puppy, Buyer is responsible to pay all delivery/travel charges along with the micro chipping fee and the cost of spay/neutering.

Warranty Claim Information: To make a claim under this provision of the Warranty, Buyer must contact Seller prior to the Puppy being euthanized. Seller may request an autopsy on the Puppy which Buyer must perform at its expense (including any shipping costs). The Buyer may do this at their Vet's office or Buyer may send the Puppy to our Vet for autopsy. Additionally, Buyer must provide all test results and a letter from two licensed Vets agreeing on the diagnosis.

In connection with the Breeder's choice replacement puppy, Buyer is responsible to pay all delivery/travel charges along with the micro chipping fee and the cost of spay/neutering.

To make a claim under this provision of the Warranty, Buyer must contact Seller prior to the Puppy being euthanized. Seller may request an autopsy on the Puppy which Buyer must perform at its expense (including any shipping costs). The Buyer may do this at their Vet's office or Buyer may send the Puppy to our Vet for autopsy.

Warranty Claim Information: To make a claim under this provision of the Warranty, Buyer must contact Seller prior to the Puppy being euthanized. Seller may request an autopsy on the Puppy which Buyer must perform at its expense (including any shipping costs). The Buyer may do this at their Vet's office or Buyer may send the Puppy to our Vet for autopsy. Additionally, Buyer must provide all test results and a letter from two licensed Vets agreeing on the diagnosis.

Dog Food:

Since the major dog food recalls in 2007, Seller recommends that the Puppy be fed Life's Abundance® Premium Health

Food. The recalls evidence that not all pet food is of equal high quality. Most of the problems that were caused by the bad food were liver and kidney related. This is the food Seller feeds all breeder dogs and puppies in Seller's care. Full recovery under the liver and kidney-related Warranty is conditioned upon Buyer feeding this or an equivalent brand of food. Life's Abundance Premium Health Food is all natural and vet formulated and is only available online. Seller requires Buyer to purchase this food from <http://www.qualitypetfood.net/>; as Seller receives a list of customers from this source. Life's Abundance offers an auto ship program which saves Buyer about 20% on the retail price.

II. Demodectic Mange:

Seller warrants the Puppy against genetic demodectic mange for the Puppy's Lifetime; I have been breeding since 1994 and have never had any issues with this condition.

To make a claim under this circumstance, Buyer must provide all test results and a letter from two licensed Vets agreeing on the diagnosis.

III. Other Genetic Health issues

If during its first five years of life your Puppy develops a genetic condition that is not heart, kidney, liver or cancer linked to the breeder's breeding program, Buyer must submit the required documentation to make a claim and upon validation, Buyer will receive an adoption credit equal to fifty percent (50%) of their original adoption fee ("Adoption Credit #2"); Adoption Credit #2 is usable towards the costs associated with the adoption of a replacement puppy from Seller.

In connection with the replacement Puppy, Buyer is responsible to pay all delivery/travel charges along with the micro chipping fee and the cost of spay/neutering.

To make a claim under this circumstance, Buyer must provide Seller with all Vet records, and Seller's Vet will need to confirm the information via conversation with Buyer's Vet.

IV. Parvo Warranty:

This Warranty covers parvo for ninety (90) days after Puppy Delivery.

In the event Puppy contracts parvo, the Buyer must submit the required documentation to make a claim and upon validation Seller will provide Buyer with an adoption credit equal to fifty percent (50%) of their original adoption fee ("Adoption Credit #3"); Adoption Credit #3 is usable towards the costs associated with the adoption of a replacement Puppy from Seller.

In connection with the replacement puppy, Buyer is responsible to pay all delivery/travel charges along with the micro chipping fee and the cost of spay/neutering.

In order to make a claim under this circumstance, Buyer must have completed the Puppy's booster shots on time and up to date as of the date of Puppy Delivery and Buyer must provide Seller with a copy of all health records, including shot records and receipts.

V. Health Check Up:

Prior to Delivery, each Puppy will have a complete check-up which will include two types of full blood panels. If said Puppy does not pass this check-up or blood panel, all monies paid by Buyer for said Puppy will be applied toward the purchase of another puppy from Seller. There are no refunds unless Seller cannot place a Puppy with Buyer within twelve (12) months of the date of this event.

VI. Other:

There are certain disorders and issues (i.e.: hypoglycemia, allergies, thyroid dysfunction, kennel cough, gardias, coxidia) that can arise that may be caused by environmental factors and stress that cannot be controlled nor can the Seller/breeder be held responsible for such disorders under any circumstances. All and any medical or any financial issues incurred in connection with these certain disorders are the sole responsibility of the Buyer from the Puppy Delivery date. There are no exceptions for any reason. Seller is not responsible for any Vet, medical or financial bills that are incurred in connection with such disorders or any other Puppy diseases not stated in this Warranty. Any and all such conditions that may arise in the Puppy are solely the responsibility of the Buyer and not the Seller. It is the sole responsibility of Buyer to treat the Puppy for all and any medical conditions that arise from the Puppy Delivery date forward.

VII. Puppy Size:

Seller cannot guarantee the size to which any Puppy will grow. Seller has been a professional breeder since 1994 and will do their best to estimate the size of the Puppy Buyer is adopting. Several factors impact a dog's size as an adult. Additionally, no Puppy will leave Seller's care until they are at least 2bs or 12 weeks; any small puppy that is still in Seller's care at 16 weeks will NOT leave until they pass a bile acid test.

In the event Buyer makes a claim under this Warranty and such claim is validated by Seller, any form of replacement Puppy is subject to the availability of another litter. As Seller does not mass produce puppies, there may be a wait to arrange a replacement which could take up to one full year from the date a claim is settled hereunder.

Any Adoption Credit provided hereunder or any replacement Puppy is valid for one (1) year from the date the Warranty claim is validated. In the event Buyer fails to make arrangements for use of the Adoption Credit or replacement puppy within this one (1) year period, Buyer will forfeit said Adoption Credit/ replacement puppy.

Please initial the following:

1. COMPANION: Seller is providing a companion pet, but does not guarantee adult size, color, temperament nor fitness for breeding. [REDACTED]

2 PAYMENTS: We accept US POSTAL MONEY ORDERS, wire transfers, PayPal, Financing, Cash, provided however, the Final Payment made at time of Delivery or pick up must be in cash. [REDACTED]