

# Small World Puppies

*Taurunum Angel's Kennel*

Karen Dennehy

New Port Richey, FL 34654

## Health & Genetic Guarantee, Adoption Agreement

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ provides the terms for the Buyer named below (referred to as "Buyer") to purchase the pet described below (referred to as "Puppy or Dog") from Small World Puppies (referred to as "Seller "Breeder")

Seller "Breeder"		Buyer	
<b>Contact Person:</b> Karen Dennehy	<b>Street Address:</b> 10169 Little Road	<b>Name:</b>	<b>Street Address:</b>
<b>Email:</b> karen@smallworldpuppies.com	<b>City, State:</b> New Port Richey, FL	<b>Email:</b>	<b>City, State:</b>
<b>Phone Number:</b> 352-212-8275	<b>Zip:</b> 34654	<b>Phone Number:</b>	<b>Zip:</b>
<b>Description of Dog</b> <b>TO BE FILLED OUT BY BREEDER</b>			
<b>Breed:</b>	<b>Sire:</b>	<b>Dam:</b>	
<b>Date of Whelp/DOB:</b>	<b>Puppy Name:</b>	<b>Puppy Coat Color:</b>	
	<b>Gender:</b>		
	<b>Microchip: (TO BE Assigned at 6 wks)</b>	<b>Deposit Paid:</b>	

### **Seller "Breeder's Responsibility:**

- 1) The Seller "Breeder" guarantees that the puppy is in good health (minus potential intestinal parasites). The Seller will provide a health record of all vaccinations and worming. (Please know that all dogs / puppies are susceptible parasites) Puppies are checked by our veterinarian at 9 weeks and has received the following:
  - a) Age-appropriate immunizations (documentation available at the time the Buyer takes possession)
  - b) Worming: Breeder administers standard industry preventative treatment for parasites to the puppy every 2 weeks, starting at the age of 2 weeks old and prior to Buyer taking possession, but Breeder does not guarantee or warrant that the puppy will be free from parasites. (Documentation included at the time the Buyer takes possession)
  - c) Health certificate (available at the time the Buyer takes possession)

- 2) The Seller “Breeder” provides warranty against debilitating congenital defects for a period of (1) years after the date of sale and (1) years against genetic/disease conditions (defined below under Genetic Testing). If NuVet Supplements are purchased and continued for a minimum of 2 years, then the warranty will be extended to (2) years.
- a) The Seller “Breeder” believes in animal health as the Breeder’s top priority and strongly recommends NuVet supplementation and feeding plan using Viva Raw Puppy (Viva Raw coupon available on website [www.smallworldpuppies.com](http://www.smallworldpuppies.com)).
    - i) NuVet Plus is an immune system builder, for puppies you will want to order **NUVET Plus**. Not sold in stores, instructions for ordering are provided on the puppy go home sheet.
    - ii) Viva Raw Puppy Food quality is superb and Breeder feels so strongly about the health benefits for bones, muscles, organs, and teeth by feeding a raw science based diet that we will extend your 1 year puppy warranty to 2 years as long as your puppy is fed Viva Raw and the NuVet immune supplement. (BARF diet, Biologically Appropriate Raw Foods).
  - b) Seller “Breeder” guarantees all possible steps have been taken with the sire / dam selection, genetic pairing, and breeding to prevent hereditary issues but does not guarantee that the puppy/dog will never develop any health problems over the lifespan.
  - c) Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.
  - d) Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy performed at the buyer’s expense by a veterinary teaching hospital or state licensed DVM acceptable to the Breeders veterinarian if the dog dies)
    - i) Buyer must supply any requested veterinary records related to the dog’s condition to the Seller “Breeder” within 7 days of diagnosis.
    - ii) Seller “Breeder” has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s “Breeder” choice at the Seller’s “Breeder” expense.
    - iii) In the case of a puppy dying within our health guarantee time frame of 1 years, the buyer will pay to have a necropsy performed to ascertain the reason of death. The necropsy report must be made available to the breeder if a claim under warranty is made. Warranty will be void if the puppy was euthanized without the breeder’s consent. If the puppy is euthanized or in any way disposed of, without a second opinion from the Seller’s “Breeder” veterinarian, the buyer waives all rights to a replacement puppy.
    - iv) If necropsy is performed and results are undetermined or inconclusive diagnosis, warranty is void.
  - e) If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller “Breeder” of equal value from the next available litter.
    - i) Original Dog need not be returned, provided there is proper documentation of congenital issue.
    - ii) Breeder determines which puppy will be used as a replacement and the wait may be 6-12 months.
    - iii) Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by the Buyer.
  - f) Inverted /Recessed Vulvas: Some female puppies are born with recessed/inverted vulvas/ hooded vulvas. We do not consider this to be a genetic/hereditary health condition. We can provide instructions on keeping the area clean and the use of probiotics and cranberry powder to help prevent the tendency towards urinary tract infections or vaginitis. It usually self corrects by the second heat cycle and can be addressed while under spay surgery.
- 3) This warranty does not extend to or include viral illness, infections, improper bites, stress-related illness, umbilical hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer, patella luxation, retained testicles, innocent heart murmur (level 1 stress related), thyroid or endocrine disorders or Canine Chiari Malformation (CM) & Syringomyelia (SM). It also does not include any physical problem, which is, or could be, caused by an accident, injury, neglect, exposure to weather, choking, poisoning, poor diet, or illness due to ingestion of foreign objects, food or chemicals, any illness or injury caused by Buyer’s neglect or intentional harm to the puppy. These are not considered life threatening diseases. If the condition can be treated, it is NOT considered life threatening.
- 4) The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy, as well as an estimated adult weight and size. However, as these are living beings, this judgment does not guarantee the

eventual coat type or size of the dog, nor is there a guarantee of the eventual allergy-friendliness, degree of shedding, or color of the coat at maturity. Breeders cannot guarantee size or temperament of the puppy. Breeders can only estimate the size based on weight and the size of the parents. Puppies could grow larger or stay smaller than projected size. Breeder does not guarantee color, coat quality, amount of shedding or lifespan of the puppy.

- a) The Breeder guarantees the puppy has a sound temperament that is typical of the breed, Personality traits are largely impacted by the environment(s) they are exposed to, because of this, we are not responsible for the behavior of the puppy/dog after it leaves our facility. If you have concerns about how the puppy is interacting with your family, we highly advise that you seek professional help from a professional trainer. .
- b) Breeder will not replace or refund the purchase price for any puppy for any personal reasons, including but not limited to, allergies, mortality, landlord's disapproval, family disagreement or any other problems not related to the puppy's health. Breeder will however accept at any time and age the return of the puppy. All Health records must return with puppy/dog.
- 5) It is to be clearly understood, that the Seller "Breeder" does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expenses, all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer at possession of the puppy.
- 6) This warranty/guarantee is non-transferable. Conditions of guarantee and agreement are as follows: If the puppy has been sold or possession of the puppy is otherwise transferred by Buyer, the health guarantee and warranty become void. All veterinary costs are the Buyer's expense. If the puppy has been physically injured or abused in any manner, whether by accident, negligence or intentionally, this guarantee is **void**.
- 7) The Seller will Microchip the puppy at 6 weeks of age. The microchip must be registered and we highly recommend adding the Breeder as a back up emergency contact.
- 8) The Seller "Breeder" states that **ALL PUPPIES ARE SOLD ON A STRICT SPAY/NEUTER CONTRACT** and are placed in Companion Only homes.
- 9) Pet Insurance: Small World Puppies has a partnership with Trupanion, at the time of possession Buyer is provided with an offer code for complimentary 30-day coverage. Please have this activated or Proof of another insurance plan before pickup day or the receipt of delivery, mandatory coverage of insurance is not required but highly recommended!. Small World Puppies policy **does not require** you to have ongoing coverage past the 30-day trial period or for their lifetime. We strongly recommend and believe this is a part of responsible pet ownership and advise to carry the insurance for a minimum of the first 2 years. This is when injuries/occurrences are most likely to happen such as falls, fractures due to clumsiness/other reasons, ingestion of foreign objects, and unplanned surgeries are expensive!
- 10) No warranties or guarantees, expressed or implied, are made under this contract except as stated.

#### **Genetic Testing:**

- 11) The Breeder genetically tests our breeding dogs for genetic diseases/conditions recommended by the Cavalier King Spaniel Parent club to avoid future issues. The Cavalier King Charles Spaniel Parent Club recommends genetic testing for DRY EYE CURLY COAT & EPISODIC FALLING SYNDROME. We provide a warranty against these conditions. We do not warranty any other genetic disease past 2 years. A dog who carries one copy of a specific mutation will not be affected by the mutation as it requires two copies to be affected. There are certain traits that will show up in genetic testing that don't define a dog as a carrier or affected. IVDD is a genetic disorder that largely affects dogs with a body structure like that of a Dachshund or Corgi. Studies show that most dogs carry one or more copies of IVDD and are not affected because they do not have the "long body short leg" body structure, furthermore a dog can carry two copies of IVDD and not be affected. We have been advised that IVDD has not been proven to cause any issues in Cavaliers. Studies show that most dogs carry one or more copies of DM and are not affected because it is a multi factor genetic disease. We have been advised that DM has not been proven to cause any issues in Cavaliers. Genetic testing is NOT a test for the disease. It is a test for a mutation in the gene, this is called alleles.

- 13) Each breed is tested for different genetic mutations. Different breeds carry different mutations. The genetic disorders that are covered under this guarantee for each breed are as follows
- 14) Breed Specific Genetic Testing Cavalier King Charles Spaniel:
- 15) We guarantee that no puppy will carry two copies of either DRY EYE CURLY COAT & EPISODIC FALLING SYNDROME. Two copies of one of these traits indicate that the puppy does indeed have this genetic disorder and will likely suffer symptoms at some point in their life. We test our parent dogs so that two dogs who carry the same genetic disease trait above are never paired together. These genetic/hereditary conditions are those which can be tested for in the sire and dam of the litter prior to breeding.
- 16) There are multiple ailments including (but not limited to) carcinomas, lymphomas, adenomas, Addison's disease, and so much more that cannot be detected by genetic testing. Because of this, the genetic guarantee will not cover anything other than the breed specific disorders that are listed in this contract.
- 17) This genetic warranty will be terminated immediately if the dog is not examined within the allotted 72 hours or (3) days from the time the buyer takes possession, unless otherwise agreed and noted on this contract.

### **Buyers Responsibility:**

- 1) The Buyer understands to reserve a puppy of your choice of color and gender, a **\$500.00 refundable reservation fee**. Your refundable reservation fee is to be made via our website. Your puppy cannot be reserved before your reservation fee is received. If you change your mind and do not/cannot get the puppy, your deposit will be returned to the same payment type used to make the reservation hold. If we agreed to hold your puppy past puppy's go home date, reservation fee is forfeited if you change your mind. If your puppy becomes ill or dies in our care, your reservation fee will be refunded. We reserve the right to refuse or cancel the sale of a puppy that is in the best interest of the puppy. (WE highly recommend making your first vet appointment at the time you reserve your puppy).
- 2) The Buyer agrees to pay the Seller "Breeder" the total sum of \$ \_\_\_\_\_, with the final balance due prior to pick up / delivery of the puppy. The adoption fee does not include shipping. If shipping is required, the Buyer agrees to pay \$ \_\_\_\_\_ for transportation, which includes a health certificate
- 3) The Buyer bears all costs relating to the sale of the above animal, including transportation. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered.
- 4) The Buyer acknowledges these payment provisions: Payments made with Zelle, Venmo or Cash App or website payment and cannot be disputed for any type of payment reversal. We enforce a strict NO PayPal/ Venmo/Cash App Credit Chargeback Refund Policy, and any Buyer who attempts to dispute a transaction will lose all money placed on their puppy and any rights to purchase a puppy from us now and in the future.
- 5) The Buyer acknowledges that puppies will be available to go to their new homes at **10 weeks** of age, after they have been cleared for departure. Pick up is by appointment only. No puppy may be picked up prior to 10 weeks of age. If the puppy is not able to be picked up on the scheduled go home day, the balance must be still paid in full, if the puppy remains after 10 weeks, Buyer will be responsible for any additional vet fees and incidental fees payable at pick up. The buyer will not be charged additional fees for any delays in go home caused by Small World Puppies or in agreement between both parties.
- 6) The Buyer agrees to have the puppy examined by a licensed veterinarian **within (5) business days of taking possession:**
  - a) If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller "Breeder", at the Buyers cost, for a full refund.
  - b) The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
  - c) If the puppy is not taken to a licensed veterinarian within FIVE business days of taking possession, this health and genetic warranty is void, unless otherwise agreed in this contract.
  - d) Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment. Healthy puppies can and do contract viruses / parasites from veterinary clinics.

- 7) The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.
  - a) If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy. Parasites are common in dogs/puppies. Buyer's licensed veterinarian should perform routine stool sample checks at each visit to ensure Buyer has effectively treated the puppy long enough to break the continuing cycle. Even though the puppy's stools may be negative for parasites and worms, it is possible for the puppy to become infected again due to the stress of moving and adjusting.
  - b) It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this) resulting in diarrhea and loose stools.
  - c) Most parasites can be contagious, and it is possible that other dogs in the house can get them.
  - d) Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals safe for dogs.
- 8) The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life whether certified Alternative or Traditional methods. This maintenance is included but is not limited to:
  - a) Safe housing of the puppy indoors and keeping them parasite free
  - b) Appropriate Grooming and responsible care
  - c) Feeding only the premium quality, complete puppy and adult food intended for dogs
  - d) Maintaining a healthy weight and providing opportunities for daily physical exercise
  - e) Provide routine preventative health care and have the puppy seen by a licensed veterinarian for a wellness exam annually. Vaccinations, Internal and External Parasites, Heartworm prevention and any other preventative medication Vet feels is needed
  - f) Taking their puppy to a licensed veterinarian if he or she gets sick or is injured
  - g) The seller is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase.
  - h) If any of the above preventative care has not been provided, the health warranty will be void.
- 9) Obedience Training: The Seller "Breeder" encourages the Buyer to provide basic obedience training with their puppy within the first year of owning their dog.
- 10) The Buyer acknowledges and agrees that the dog shall not be sold or given away, including to a shelter, pound, research laboratory, or similar facilities if it becomes necessary at ANY point during the dog's life that the Buyer can no longer retain possession. If for any reason the Buyer is unable to keep the dog, the Buyer acknowledges and agrees that he/she must first contact the Breeder and the Buyer and Breeder will jointly determine how the dog will be rehomed. Our goal is to place our puppies in their "forever homes". This provision is to ensure that our puppies will not end up homeless, surrendered or mistreated, and a proper suitable home is found. **No refunds** will be given, and the dog must be accompanied with its medical records.
- 11) The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.
- 12) The Buyer acknowledges a puppy under the age of 16 weeks has vaccination limitations and agrees to limit public exposure. Your puppy has not been fully vaccinated and the puppy's immune system is still developing and **AVOID** all dog parks or public spaces for up to 4 months until their recommended vaccine protocol has been met as directed by Buyer's veterinarian. Remember: NO Paws on foreign ground until fully vaccinated! The Buyer may be tempted to rush the puppy to the pet store, parks and other public areas to show off the puppy, until they have received all vaccines and rabies, the Buyer shall not expose the puppy to unnecessary risks, including allowing people or animals who may be carrying disease or bacteria to touch the puppy. Public exposure, including exposure as described above, prior to the puppy completing necessary vaccines will **void** this health warranty.
- 13) Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential, incidental, or special damages resulting from or in a manner related to the puppy/dog after in Buyer's possession.
- 14) The Buyer allows the Seller "Breeder" to use any photos of the dog that the Buyer posts on social media for the purpose of reposting and sharing on Facebook, Instagram, their website, etc. or in any manner they choose.

15) The Buyer acknowledges that the puppy is sold on a STRICT NON-BREEDING contract.

### **Spay and Neuter (Non-Breeding) Contract**

Conditions of Sale:

\_\_\_\_ (1) Buyer agrees to neuter/spay the puppy between 10-24 months of age. We recommend neutering male dogs at 12 months of age because studies have proven that early neutering can increase the risk of health issues due the change in hormones. Please speak with your vet about advisable timing for your puppy

\_\_\_\_ (2) Buyer agrees to be responsible for any and all associated veterinary costs with neutering or spaying the puppy, and to provide Breeder with a certificate of alteration signed by a licensed veterinarian within 25 months of the puppy's date of birth including the microchip number. Documentation can be submitted via email to karen@smallworldpuppies.com or a text to 352-212-8275.

\_\_\_\_ (4) If Buyer breeds the puppy without a breeding contract with Breeder, Buyer will pay \$10,000.00 in liquidated damages to Breeder.

\_\_\_\_ (5) Transfer of ownership or housing of the puppy does not limit or in any way change the responsibility of the above-named Buyer to spay/neuter the puppy.

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Full And Final Agreement:**

The Buyer of a puppy from Small World Puppies, LLC. hereby acknowledges that the Buyer has received a copy of this document, acknowledges, and agrees to the terms and accepts full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale". Further, the Buyer accepts the terms of the contract which lasts the puppy's entire life. The agreement represents the total agreement between Small World Puppies and the Buyer, and no other terms, conditions or representations have been made regarding the puppy described above or this sale. This agreement shall be interpreted under the laws of the State of Florida. A faxed, copied, or digital signature shall have the same full force and effect as the original. This Contract is effective for puppies placed after 1/1/2024.

Seller: Karen Dennehy (Small World Puppies)

Seller: (Sign name) \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Buyer: (Sign name) \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_