



Setareh Yorkies  
Dog Health Warranty, Purchase Agreement and Spay/Neuter Contract

This contract is between (Hereafter “Seller”) and

Heather Thompson “Setareh Yorkies”

(Hereafter “Buyer”)

And is entered on this date:

Pertaining to:

Puppy Name:	Microchip No:
Breed: Yorkshire Terrier	Color:
DOB:	Dam:
Gender:	Sire:

**Seller’s Responsibility:**

1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:
  - A: Age-appropriate immunizations
  - B: Subcutaneous microchip
  - C: Deworming
  - D: Health Certificate (available at the time the Buyer takes possession)
2. The seller provides warranty against debilitating congenital defects for a period of two (2) years after the date of sale.
  - A. Seller guarantees all possible steps have been taken with the sire/dam selection and breeding to prevent hereditary issues.
  - B. 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.
  - C. Any suspected congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
    - i. Buyer must supply any requested veterinary records related to the dog’s condition to the seller within seven days of diagnoses.
    - ii. Seller has the right to a second opinion from a veterinarian and/or veterinary specialist of the Seller’s choice at the Seller’s expense.

- iii. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
- D. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller at equal or lesser value from the next available litter.
  - i. Original puppy need not be returned, provided there is proper documentation of congenital issue.
  - ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12 months.
  - iii. Color and gender is not guaranteed
  - iv. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.
- E. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.
- F. This warranty does **not** include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury. This guarantee does not cover - internal or external parasites of any kind, such as fleas, mites, ticks, ringworm, giardia, coccidia (as both are proven to lie dormant and are brought on by external conditions such as stress, etc.) New owner agrees to get regular fecal exams done on puppy to avoid high levels of infestation. Also not covered are hernias of any kind, any trachea problems, open fontanel, kennel cough, reverse sneezing, loose stools, mites, immunity level, ear infections, undescended testicles, off bite (any dental problems), any injuries incurred after the puppy left the breeders' care, allergies, kennel cough, heat exhaustion, travel induced conditions, or hypoglycemia (which is preventable with good care and feeding.)
- G. No warranties or guarantees, expressed or implied, are made under this contract except as stated
- H. This warranty is non-transferable

**Extended Health Guarantee.** We highly believe in and use NuVet Plus Supplements for our dogs and puppies. Puppies have immature immune systems that take time to mature and there are many factors that affect the condition and health of your puppy such as food quality and environmental factors.

We are so confident that NuVet Plus will benefit your puppy's health that we will extend this genetic health guarantee an additional 24 months (2 years) if you continue your new puppy on NuVet. You would be required to purchase it through our online link and use it from take home of the puppy through the end of this guarantee period, as recommended on their label. Failure to be able to provide proof of purchase will make this part of the guarantee null and void. We recommend that you continue to give your pet NuVet Plus beyond the guarantee period, promoting lifelong, continuing optimal health for your dog. **NuVet Plus** immune system builder is recommended as part of your pet's extended Health Guarantee. However, under no circumstances will the health guarantee last longer than forty-eight (48) months or will the health guarantee continue if Buyer otherwise fails to comply with the terms of this Agreement.

- 3. Also, by continuing the NuVet supplement from the first day you take your puppy home we will offer a 7 day medication reimbursement protocol that covers parasites, coccidia, giardia, and kennel cough. If your licensed vet diagnoses any of these common puppy issues within the first 7 days of taking your puppy home you can email us your invoice and we will reimburse you for the cost of the medication. All receipts should be emailed to [setarehyorkies@gmail.com](mailto:setarehyorkies@gmail.com)

If ordering for the first time, call (800) 474-7044 and use order code **864856** or order online at [www.nuvet.com/864856](http://www.nuvet.com/864856)

4.

**\*This is a recommendation, not a requirement\***

Extend another 24 months We believe that the Paw Tree Brand Dog Food and Products provide the optimum nutritional benefits to best ensure good health and longevity for our puppies and dogs. We so strongly believe that optimum nutrition plays an integral role in the short and long-term health of our dogs and puppies, that we are offering an optional 2 (two) year extension to our health guarantee if the following provisions are adhered to:

- The puppy identified above must be fed Paw Tree Brand Dog Food, which includes the Paw Tree Brand Dog Food for the first 24 months of life.
  - The owner of this puppy, recorded above, must order Paw Tree Brand Dog Food at <https://www.pawtree.com/setarehyorkies.com> for tracking purposes.
  - At any time within your puppy's first 4 years, should your puppy be removed from the Paw Tree Brand food, the additional 2 (two) year extension of the health guarantee becomes void without exceptions. **\*This is a recommendation, not a requirement\***
5. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

#### **Buyer's Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of \$ \_\_\_\_\_. This fee does not include shipping. If shipping is required, the Buyer agrees to pay \$ \_\_\_\_\_ for shipping, which includes a travel crate and a health certificate.
2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.
3. The Buyer agrees to have the puppy examined by a licensed veterinarian within **three (3) business days** of taking possession. The results of this exam (including a perfect exam) will be emailed to the Seller.
  - A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's 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 three business days of taking possession,, the health warranty is void.
  - 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.
  - E. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe.
4. 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.
  - B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
  - 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.

5. The buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:
  - A. Housing the puppy indoors
  - B. Feeding only a premium quality, complete food intended for dogs The Buyer agrees to provide high-quality food. Must have at least 4 stars as reviewed by [dogfoodadvisor.com](http://dogfoodadvisor.com) or recommended by your veterinarian. Will not feed the puppy any food containing the following: **wheat, corn, soy, or by-products. Buyer will not feed a grain free food.**
  - C. Maintaining their dog at a healthy weight
  - D. Having their puppy seen by a licensed veterinarian for a wellness exam annually
  - E. Taking their puppy to the licensed veterinarian if he or she gets sick or is injured
  - F. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association
  - G. Administering heartworm preventative medication (if living in an area of concern
  - H. Keeping the microchip registration information up to date
6. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.
7. 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
8. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason. The Buyer and Seller will jointly determine how the dog will be rehomed.
9. The Buyer agrees to **never** place their puppy with a rescue group, in a shelter, pound or similar facility or research laboratory.
10. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting on Facebook, Instagram, their website, Twitter, YouTube, etc, or in any manner they choose.

### Spay and Neuter Contract:

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy at \_\_\_\_\_ months of age.
  - A. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches \_\_\_\_\_ months of age.
  - B. If the Seller does not receive this documentation within this time, the warranty will become null and void.
2. It is understood that at the time of sale that the puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion and/or working dog. It is being sold as a pet without breeding rights.
  - a. Failure to follow through with the spay/neuter contract as outlined above will terminate your Health Warranty.
  - b. Buyer will be assessed a penalty that is 2 times the purchase price of the puppy.
  - c. Buyer must also forfeit all said puppies as a result of breach of contract.
  - d. Legal action will be started for the breach of contract. Any legal fees incurred by the Seller to enforce this non breeding contract are the sole responsibility of the Buyer.
  - e. Any and all legal proceedings will take place under the jurisdiction of Davis County, UT.

## Microchip

Setareh Yorkies will register the puppy's microchip in the buyer's name within 14 days of leaving. The microchip and lifetime registration charge are already included in the puppy's purchase. It is the buyer's obligation to maintain their contact information with the microchip company up to date. Heather Thompson will be the dog's secondary contact for the rest of his life. If we are notified that the dog has gone missing:

- For the first time: a spoken warning
- Second offense: a written warning
- For the third time, the puppy is returned to the breeder.

## Trupanion Pet Insurance:

At the time of possession Buyer is provided with a certificate for a free 30-day trial of Pet Insurance with Trupanion. If Buyer fails to activate the 30-day free trial, all warranties and guarantees contained in this Agreement are VOID. Continued service with Trupanion beyond the 30-day trial is not required for compliance with this provision.

11. Yorkshire Terriers can dramatically change their color, size, weight and appearance as they grow and mature. Breeder can give an approximation as to the size and color puppy is going to be when full grown, but breeder gives no guarantee regarding size, weight, or color of said puppy. There is NO guarantee, written or implied, as to adult size of puppy, ear size or positioning, coat quality or temperament. This puppy is being sold as pet quality only. Setareh Yorkshire Terriers strives to improve the quality of the breed and endeavors to produce healthy, hearty puppies; however, there is no guarantee against luxating patella's due to the many factors and causes of said condition, i.e., an injury or improper care
12. The Buyer agrees to contact Setareh Yorkies immediately if any questions or concerns arise about the dog, such as housing, diet or health. The buyer agrees to keep the seller informed of any treatment as it occurs. This provides the Breeder/Seller with an opportunity to follow up on puppies and gives us important feedback and information on the health of our dogs for future generations
13. Buyer has been advised by the Seller to read the Setareh Yorkies Puppy Manual. The Puppy Manual is located on Sellers Website and in your puppy's book. It has valuable information for the care and maintenance of your puppy. The Puppy Manual has information about hypoglycemia. Seller strongly urges on arrival of pup to give 1/4" to 3/4" strip of Nutri-cal twice a day for 1 week in your home. It is easy for pups to become stressed in their new home and this will prevent hypoglycemia. Make sure you pup has food and water at all times.
14. The Buyer agrees to take the dog to at least one six-week obedience course prior to the age of two. Our recommendation: We work hard to properly prepare your puppy for you, going to great lengths to start them on the pathway toward healthiness and happiness - we are talking about training and a lot of it! THE BAXTER & Bella ONLINE PUPPY SCHOOL is perfect for this! Just imagine a program that helps provide a seamless transition from us to you, and is as much about teaching your dog how to act, as it is about coaching you how to train. Not only will you learn the skills you need to be successful, but your puppy will learn the manners and behaviors they will need for living life in a human world. What's more, the program is designed for you to begin prior to picking up your puppy and it's recommended you get signed up right away. LEARN MORE about BAXTER & Bella [HERE](#):

<https://www.baxterandbella.com/learn-more> and don't forget to use DISCOUNT CODE: SETAREH for an instant 25% off their Lifetime Membership!

15. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party that are not contained in the written contract shall be valid or binding. This contract may not be modified or altered. By purchasing your puppy(s) you, the buyer, agree that you have read, understand, and accept the terms of this contract. The guarantees made in this contract apply to the original pup and original owner only and are not transferable to a third party.

**THE FOLLOWING 1-9 WILL VOID ALL GUARANTEES IN THE DISCRETION OF THE BREEDER:**

1. Buyer permitting the dog to be underfed or overfed at any time.
  - Underfed: Ribs are highly visible
  - Ideal Body Condition: Can feel outline of ribs. Dog has waist when viewed from above. Belly is tucked when viewed from the side.
  - Overfed: Dog has no waist when viewed from above. Belly is rounded when viewed from the side. (Please take into consideration how thick of coat your dog has when viewing)
2. Evidence of neglect or abuse.
3. Previous related trauma (broken bones, related injuries, etc.)
4. Dog has been bred.
5. **Feeding this dog anything other than a premium quality dog food.**
6. **Feeding this dog any dog food with wheat, corn, soy, or by-products.**
7. **Feeding this dog a grain free diet**
8. Evidence of Strenuous Exercise – for example: No treadmill, no jogging, no extensive standing on back of legs or excessive tennis ball chasing and retrieving should be done – especially on slippery floors.
9. Use of any of the following products for Fleas/Ticks: NexGuard, Bravecto, & Trifexis. As well as the Generic Version of these. It is recommended to use Natural resources for Flea/Tick Control.
16. Buyer agrees to inform the Seller of any change of name, address, or phone during the life of the dog, so that the Seller may keep track of all of the dogs.
17. Updates: We value your input, particularly on issues like as size, temperament, and trainability. Family input assists us in making future breeding decisions as well as predicting how our future litters will mature as adults. We'd like it if you could sometimes send us images of your dog and any helpful information as your puppy grows. We want to know anything you're willing to share with us, good or bad. We'll be available day or night to answer any queries you have about your dog's life. We're not veterinarians, but our lives revolve around dogs, so we might have a few pointers for you. Enjoy your Setareh Puppy; they will improve your life in a variety of ways, and we can promise you that.
18. Legal Disputes: Should any problems or legal disputes arise, buyer agrees to first contact breeder to solve any problems or disputes. Buyer agrees to NOT take any problems/disputes to social media. Buyer agrees that should legal disputes arise, they will be handled in Davis County, Utah where the breeder resides.

19. **Chargebacks/Disputes:** Seller accepts Paypal or Venmo as a convenience to the Buyer. Buyer agrees that no charge backs or disputes will be filed through any of these or similar or comparable financial institutions for ANY reason. In the event of legal action necessary to enforce the obligations and commitments of Buyer made in this contract, the Buyer shall be responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees, court costs, administrative costs, and travel expenses.
20. **Defamation:** Both parties agree that they will not disparage, denigrate, defame each other oral, electronically, or in writing. Should Buyer make such online derogatory claims, Buyer agrees to pay the cost for damages and to have negative claims and remarks removed from the World Wide Web. Buyer shall be responsible for all reasonable expenses of such enforcement, including Seller's necessary attorney's fees, administrative costs, court costs, and/or fees/ expenses to the online company to remove derogatory complaints
21. **Mediate:** If a dispute arises or is related to this Agreement or the alleged breach thereof, and if the dispute cannot be resolved through negotiation, the parties agree to first try in good faith to resolve the dispute through mediation before resorting to arbitration, litigation, or another dispute resolution procedure. The process must be kept secret in accordance with the parameters agreed upon by the mediator and/or mediation service provider.
22. **The governing law.** This Agreement, as well as all things arising from or related to it, shall be governed and interpreted in accordance with the laws of the State of Utah, without respect to its conflict of law's provisions.
23. **Miscellaneous.** This Agreement contains the parties' complete agreement on the subject matter hereof and supersedes all earlier or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties on such subject matter. Without the prior written approval of the other party, neither party may assign, transfer, or subcontract any responsibilities (or rights) under this Agreement. Changes, amendments, or waivers to this Agreement must be in writing and signed by both parties. If any section of this Agreement is found to be illegal or unenforceable, that provision will be reduced or removed to the degree required so that the remainder of this Agreement remains in full force and effect and enforceable. This Agreement may be completed in any number of counterparts, all of which shall form the same instrument. This Agreement may be signed electronically, which will be treated as an original signature for all reasons and will have the same force and effect as an original signature.

By signing this contract, I agree to all of the previous terms of the contract and warranty

Buyer:

Buyer Name: \_\_\_\_\_

Buyer Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Breeder:**

Setareh Yorkies

Heather Thompson

426 East 1050 North

Bountiful, UT 84010

Email: [setarehyorkies@gmail.com](mailto:setarehyorkies@gmail.com)

<http://yorkies.setarehpets.com>

385-414-5938

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

Seller/Breeder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Contract provided by: Badass Breeder Jeanette Forrey*

YORKIES