

# **FARMSTEAD 51 AGREEMENT AND HEALTH GUARANTEE**

## ***Agreement***

*Permanent ownership of this dog is contingent upon your compliance with this Agreement.*

## **SPAY/NEUTER**

Dog must be spayed or neutered at the closest date to 12 months of age. In the event that the dog's health does not allow this agreement to be honored, FARMSTEAD 51 must be provided with a statement from your veterinarian that this dog is not yet in physical or emotional condition for surgery. We would prefer for male and female dogs to reach sexual maturity prior to spay/neuter surgery. Based upon the veterinarian's evaluation of this dog the PURCHASER will contact the veterinarian and establish the earliest date that the procedure can be performed.

It is the responsibility of the PURCHASER, not the veterinarian, to ensure that FARMSTEAD 51 has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the contract, and PURCHASER will surrender the dog and will pay to transport or transport this dog back to FARMSTEAD 51 and will not be entitled to a refund.

Please send veterinarian's proof of spay/neuter or invoice bill with the Clinic's state license number and his/her signature as verification.

I agree to have this dog spayed/neutered by no later than 12 months of age or on \_\_\_\_\_, and I understand that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. Accidental breeding is considered neglect and the dog/bitch will be returned and all puppies born from any breeding, accidental or otherwise, will become the property of FARMSTEAD 51.

## **PERMANENT HOME**

You agree that you will not ever sell nor give the PUPPY/dog away. If PURCHASER, PURCHASER'S immediate family or children cannot properly care for the dog then the dog will be returned to us to have a home at FARMSTEAD 51. We may also look to other FARMSTEAD 51 families to adopt the dog with the proper matching of personalities of the pup/dog to the family.

Written notice will be acceptable as regular mail or email sent to farmstead51@gmail.com.



## ***Health Guarantee***

### **PREREQUISITES**

- Your PUPPY needs to be examined by a licensed veterinarian within 4 days of going home. Find a vet that you feel comfortable with, and keep regular appointments so the Clinic gets to know your PUPPY.
- We DO NOT support the use of Banfield Pet Hospitals, ASPCA, Humane Society and Low Cost Spay/Neuter clinics. Please find a local veterinarian that is NOT part of one of these groups. We will not accept diagnoses from these clinics.
- Keep your PUPPY up to date on vaccinations, fecal testing, parasite prevention and other preventative protocols recommended by your Veterinarian for your local area and lifestyle.
- Feed your PUPPY a good, well-rounded age appropriate diet. Do not underfeed or overfeed your PUPPY. In general, follow the recommended feeding guidelines found on the bag.
- We feed and prefer Life's Abundance All Life Stages dog food. If you choose not to use Life's Abundance, find other top-rated pet foods on dogfoodadvisor.com. We also recommend a high-quality probiotic like K9 Thrive or Purina FortiFlora to maintain gut health.

### **HEALTH GUARANTEE TERMS & DETAILS**

We believe in FULL health transparency and you can view our health clearance results on dogs we are actively breeding by contacting us. If you have any questions about the testing we do, please contact us or consult your veterinarian. We would be happy to discuss health testing or any other questions you may have.

FARMSTEAD 51 has endeavored to breed and raise the puppies following known best practices.

PURCHASER understands that puppies are babies and no matter how well-raised or trained should be expected to cry, bark, and have accidents, often at very inconvenient times and places. They need attention, love, and work. PURCHASER is prepared to spend time frequently during the day caring for and working with the PUPPY. PURCHASER further understands that FARMSTEAD 51 offers lifetime support, however, that is limited to virtual/telephone support and PURCHASER understands that a professional trainer or behaviorist should be retained. PURCHASER acknowledges that lifetime PUPPY support cannot and does not replace actual training, and that the PURCHASER will need to train and maintain his/her PUPPY on a regular basis and contract a professional trainer as needed. FARMSTEAD 51 performs due diligence in breeding dogs that are from FULL AKC registered original breeding stock and/or are tested through currently available breed identification services, such as Embark Vet. Genetic composition is not covered as part of this guarantee.

#### **Initial 7 days:**

The PUPPY is warranted to be in good health, to the best of FARMSTEAD 51's knowledge, at the time of delivery. The PURCHASER shall have the PUPPY checked by a licensed veterinarian within 96 hours of purchase. Failure to obtain this veterinary check within 96 hours or receipt of the PUPPY voids the health guarantee for the PUPPY. If the veterinarian finds anything that is life-threatening or substantially threatens the quality of life of the PUPPY, it will be exchanged for another PUPPY of equal value, if available, or a PUPPY from another litter will be given as soon as is available, provided a letter from the examining veterinarian is offered as evidence of the PUPPY's illness, and the PUPPY is returned within 48 hours of diagnosis.

FARMSTEAD 51 reserves the right to request a second opinion from a veterinarian of their choice. Common puppy ailments, such as but not limited to giardia, clostridia, coccidia, worms, mites, fleas, ticks, urinary tract infections/stones, ear infections, puppy vaginitis, are not covered in this guarantee. The PUPPY has been examined at approximately 7.5 weeks of age by FARMSTEAD 51's vet and all common puppy illnesses/issues have been addressed and preventative measures taken or acknowledged by the PURCHASER. Any signs of lethargy, lack of appetite or desire to drink water, diarrhea (particularly with blood and/or mucous), or vomiting must be reported to your vet immediately.



**Four Month Protection Period:**

PURCHASER understands that FARMSTEAD 51 has instructed PURCHASER not to take PUPPY to public places (including, but not limited to, parks, neighbors', pet supply stores, puppy classes/training, etc.) frequented by other puppies or dogs until the PUPPY has received its final rounds of shots (to be determined by a licensed veterinarian, usually 16 weeks of age). This is for the health of the PUPPY and to avoid contact with areas where infected or unvaccinated dogs may have been or may be present with such illnesses/bacteria/fungus causing parvovirus, distemper, giardia, coccidia, etc. Any illness contracted from PURCHASER's decision not to strictly follow these guidelines will void this guarantee.

**Twelve Month Health Guarantee:**

FARMSTEAD 51 performs health clearances on breeding dogs to help reduce risk of disease and conditions in puppies that negatively impact health and quality of life. Health clearances are risk reduction, not lifetime prevention, and there is no guarantee that puppies/dogs will never have any illness or health condition. PURCHASER understands that puppies are living beings, and, as such, there is no guarantee that PUPPY will avoid illness or adverse health conditions.

- A. If your PUPPY is found by a licensed veterinarian to have a life-threatening genetic or life-threatening congenital defect within the guarantee period, we will replace the PUPPY with one of the same size, if available, or refund 100% of your purchase price. (Terms/details below).
- B. The health guarantee is null and void if the condition is caused by an injury or accident, or if the PUPPY has been neglected, malnourished, obese, or subjected to inappropriate living conditions or inappropriate activity management. (Terms/details below)
- C. If your PUPPY dies and you suspect a genetic or guarantee-covered problem, you must have an necropsy (animal autopsy) performed by a licensed veterinarian and have the results sent to us. (Terms/details below)
- D. Request and submission of documentation of diagnosis shall be submitted to FARMSTEAD 51 by PURCHASER within thirty (30) days of diagnosis.

**Extended 24 month Health Guarantee:**

FARMSTEAD 51 will extend the Health Guarantee of the PUPPY an additional two years (to a total of 36 months from birth) to families that show proof of continuous use of Life's Abundance Dog food as the animals main source of nutrition.

**Reimbursement:**

If PUPPY is diagnosed with a genetic or congenital disorder that is life-threatening or greatly diminishes the dog's quality of life as specified below and that is identified within the covered period from the PUPPY's date of birth, PURCHASER will have the option of receiving one of the following:

- A. Monetary reimbursement of 100% of the purchase price of the PUPPY: Said refund to be paid no later than thirty (30) days from verification of second opinion diagnosis. PURCHASER understands that FARMSTEAD 51 will not accept diagnosis, treatments or receipts from Banfield Pet Hospitals, ASPCA, Humane Society and Low Cost Spay/Neuter clinics, other unlicensed Veterinarian clinics or alternative method providers such as chiropractic, massage therapy, animal behaviorists or holistic healers.
- B. Replacement PUPPY: we will never ask for your PUPPY back, but we will offer an additional PUPPY from a comparable litter/size/breed as in-kind reimbursement.



### **What is Covered:**

FARMSTEAD 51 guarantees your dog for initial 12 months from the date of birth or extended 36 month period for:

- Genetically-caused bilateral hip or elbow dysplasia, providing the PUPPY has not been overweight, exposed to unhealthy environmental conditions, trauma, abuse, or had any physical injury or issue whose cause is unknown or may have an environmental link. At minimum, radiographic evidence of hip-dysplasia-associated osteoarthritis must be shown to be considered severe dysplasia along with evidence of severe clinical symptoms, with a second opinion provided by a FARMSTEAD 51-approved veterinarian or certification authority (eg, OFA or PennHip). If additional radiographs are required, FARMSTEAD 51 will bear cost. PURCHASER must show proof of healthy weight by having their veterinarian evaluate the PUPPY's Body Condition Score at all veterinary visits.
- Eye Disorders. Genetic defect of the eye causing progressive blindness in one or both eyes and/or requiring surgery to prevent blindness, as diagnosed by a Veterinary Ophthalmologist. Proof is to include copies of diagnosis and treatment documentation from a Board Certified Veterinary Ophthalmologist with a second opinion provided by a FARMSTEAD 51-approved veterinarian.
- Cardiac (heart) disorders of clearly genetic origin requiring surgery or that after treatment is life-threatening or greatly diminishes the dog's quality of life diagnosed by a Board Certified Canine Cardiologist with a second opinion provided by a FARMSTEAD 51-approved veterinarian.
- A clearly genetic disorder that is life-threatening or greatly diminishes the dog's quality of life, diagnosis to be verified by one of the following laboratories: UC Davis Veterinary Genetics Laboratory, Paw Print Genetics, GenSol or Animal Genetics or another FARMSTEAD 51 approved laboratory using a DNA test, and proof submitted to FARMSTEAD 51. Genetic conditions covered are autosomal recessive disorders that have available genetic testing through a commercially available laboratory at the time of the PUPPY's breeding. Results from Embark Vet, Wisdom Panel, or Origen are not acceptable for guarantee claims.

### **What is not covered:**

This guarantee does NOT include viral, bacterial or parasitic illnesses or infections, improper dentition, cryptorchidism, hernias, hypoglycemia, innocent or low-grade heart murmurs (grade 3 or lower), seizures, Addison's disease, Sebaceous Adenitis, or portosystemic shunts. It also does not include any illness due to the ingestion of foreign objects, food, plants, chemicals or other items, physical injury or issues whose cause is unknown or may have an environmental cause or illnesses from unknown causes that are not preventable by genetic pre-screening commercially and readily available at time of breeding, including, but not limited to, cancerous growths. Not included in this guarantee: health problems arising from trauma, abuse, neglect or failure to maintain general health care of this dog, including but not limited to parasite prevention and overweight/obesity (overweight is defined as body condition score over 5 on a scale of 10). Also not included is injury to joints or bones from over-exercise as current veterinary science shows that dysplasia/osteoarthritis is more a product of nutrition and environment than genetics, dogs that are at any point overweight or that incur injury to bones or joints from over-exercise or exposure to improper or harsh environment are explicitly excluded from guarantee of hip or elbow dysplasia. FARMSTEAD 51 may request Veterinary records showing regular (annual, at minimum) veterinary wellness visits, including weight, body condition score (BCS), and use/implementation of recommended vaccines, and preventative medications.

Under no circumstances shall FARMSTEAD 51 be liable to the PURCHASER or to any third party for a dog that has been subjected to abuse, accident, negligence, or misuse. This guarantee does not cover any PUPPY spayed or neutered prior to 6 months of age. Guarantee claims also require dogs be fed a quality dog food that is Association of American Feed Control Officials (AAFCO) compliant and includes meat as the first ingredient (as defined by the AAFCO) Receipts for food should be retained as proof of food for guarantee claims. Properly formulated raw food diets are also acceptable when overseen by a licensed veterinarian. **ALSO, UNDER NO CIRCUMSTANCES SHALL FARMSTEAD 51 BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES RESULTING FROM OR IN ANY MANNER RELATED TO THIS DOG.**

This guarantee is null and void for any dog that is used for mobility/stability work or other work or activities that stress their joints and musculature prior to 12 months of age. All refunds are cumulative and once 100% of the purchase price of the PUPPY has been refunded to PURCHASER or replacement PUPPY has been provided, the guarantee expires and FARMSTEAD 51 has no further monetary obligation to PURCHASER.



## *Acknowledgements*

Breed	Microchip	Collar Color
Sire	Dam	Sex
DOB	Color/markings	Purchase Price:

\_\_\_\_\_ Initial: I have read, understand and agree to the terms listed on the Agreement regarding spay/neuter and permanent home

\_\_\_\_\_ Initial: I have read, understand and agree to the terms listed in Health Guarantee Pre-Requisites and Full Health Transparency

\_\_\_\_\_ Initial: I have read, understand and agree to the terms listed in Health Guarantee Terms and Details

\_\_\_\_\_ Initial: I understand that the basic Health Guarantee is for a period of 12 months and can be extended to 36 months should I choose to use Life's Abundance dog food as the sole source of daily nutrition for PUPPY during the entire basic and extended periods.

- 12 month basic coverage
- 36 month extended coverage

**PURCHASER**

Name (print)

Address:

City:

Cell Phone Number:

State:

Zip:

Email Address:

PURCHASER's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FARMSTEAD 51 Signature(s): \_\_\_\_\_

Nick and Eden Thurber (owners)  
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