Starlight Kennels

Purchase Contract

352-355-8900

Pet’s Name:\_\_\_\_\_\_\_\_\_

Terms and Conditions Required for Purchase​: Starlight Kennels certifies that we are the legal owners and have good lawful authority to sell the dog listed above. We also certify that the dog will/has received its Health Certification in accordance with Florida law, that at the time of the sale the dog is healthy and gives no indication of any future health issues. Once this contract is signed and the puppy is sent home, the breeder is not liable for any damages done by the dog to any person or property.

Starlight Kennels will guarantee your dog’s health against congenital defects which have a directly negative/fatal effect on the dogs quality of life for up to 24 months (2yrs) from the date of birth i.e., Severe hip dysplasia, heart murmur, deafness or blindness. Defects such as cherry eye, skin allergies, cow hocking, demodectic mange, any auto immune disorder or nutritional disorder, any disorders that are not life threatening or that do not have a major detrimental effect on the quality of life of the dog, are not covered by the guarantee. Starlight Kennels does not guarantee against hypoglycemia or any other common problems such as diarrhea, wormy stool, giardia, coccidiosis, ear mites, external parasites, stress due to shipping or the new home, etc. The breeder reserves the right to request a second opinion by a veterinarian/specialist of our choice if a major genetic flaw is said to be found. All veterinary expenses remain the sole responsibility of the buyer including any fees incurred from further testing with a specialist. The buyer does retain the option to return the original dog to Starlight Kennels or to keep the animal. Any claim of genetic fault needs to be in writing from a licensed veterinarian and accompanied by proof of proper veterinary care over the time period that you have had your dog. If defect is found to be genetic and life threatening or if the very unlikely event of puppies death a necropsy must be performed at buyers expense to confirm cause of death as being hereditary or congenital. If found to be covered under this contract buyer has the option of returning puppy and all paperwork at buyers expense and a replacement puppy of equal value will be given as soon as one becomes available. If Buyer chooses to keep puppy no replacement will be given. Please see list below for details.

The Health guarantee is null and void if the dog is not seen by a licensed veterinarian for a basic check up by the following date:\_\_\_\_\_\_\_\_\_\_\_\_(72 hours from the date of pick up)

Puppies require a series of vaccines before they can be given annually. Proof of vaccine boosters administered by a licensed DVM are to be sent to Starlight Kennels within 48 hours of being administered for the first two years.. Buyers Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proof of care over the life of the dog by a licensed DVM must be shown in writing for any claims against the guarantee. Basic yearly vaccines (Rabies, distemper, and parvo) and written proof of them by a licensed DVM are required to uphold the health guarantee. The health guarantee is null and void if proof is not provided to Starlight Kennels.

In case of an emergency Starlight Kennels has the authority to contact the Veterinary Hospital and obtain records regarding the above mentioned pet and speak with the licensed DVM in order to gather information on the above mentioned pet’s condition. Buyers signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If sold on limited registration (spay/neuter contract), proof of alteration from a licensed DVM must be sent to Starlight Kennels by one month(30 days) after the alteration date listed in the contract or the health guarantee will be null and void.

If diagnosed with hip dysplasia by a veterinarian the dog will need to be seen by a specialist for further evaluation to determine whether the dysplasia is likely caused by the lifestyle of the dog Starlight Kennels will not be held liable. The buyer is responsible for all veterinary expenses and the cost of the testing that is required by the specialist. (The same would apply to "wobblers", HOD, mega-esophagus and any other disease where scientifically we do not know the direct cause of the illness and research says it may or may not be due to genetic flaw)

We require our puppy buyers to check in online or by phone at least 6 times a year for the first 2 years of the puppy’s life. (Photographs are required so that we can access the growth of the pup) If more than three months pass with no contact the health guarantee will be null and void.

We require that you feed your puppy a certain diet that is recommended specifically for Great Dane puppies. You can cripple your puppy and cause severe health and growth issues by feeding the wrong food. Giant breed puppies require a certain balance of protein, calcium, and phosphorous to grow properly. We realize that all puppies are different and some family’s means to purchase the food we feed is not always an option, so I give you guidelines which you need to stay within and a list of food we recommend. Puppies are not to be fed any food containing over 25% protein, over 1.5% calcium, over 1.2% phosphorous. Also over feeding is a main cause in growth related issues in great danes. Never give calcium supplements or vitamins containing calcium. You must keep all of your food receipts or proof of what you are feeding. If you choose to feed a food that does not fall within our recommended guidelines your health guarantee will be null and void. Buyers Initials\_\_\_\_\_\_\_\_\_\_\_\_

Voiding the health guarantee in no way affects or voids the remainder of this contract.

If at any time Starlight Kennels terminates they're breeding program we will honor all contracts for up to 3 months beyond the date of our termination. You will be notified in writing of our intent to close if you keep an up to date address in file with us at all times. The three month grace period will not extend any written guarantees stated in any dog’s contract. After the three month grace period all health guarantees would be null and void.

The Buyer agrees that if their circumstances change and they need to surrender the dog that they will return the dog to the Breeder. The puppy may not be transferred or sold or placed into any other contractual arrangement by the buyer to a third party under any circumstances without written consent from the breeder. The buyer shall never abandon this dog to a shelter, sell it to a research center or sell/transfer to a pet shop or persons contemplating breeding for sales to commercial distributors or resellers of animals. If it is found that you have transferred ownership of the dog, in anyway, without written approval from Starlight Kennels you will surrender the dog immediately and pay to the breeder

$500.00 for breach of contract.

Initial here\_\_\_\_\_\_\_\_\_\_\_

This contract states that the dog listed herein is being sold as a pet only. This means that the dog will be altered (spayed/neutered) and that it will not be in anyway used for the purpose of breeding. The buyer agrees that the dog will be altered by 24 months from the date of birth. Females may not be spayed prior to 10 months of age and males may not be neutered prior to 14 months of age (Unless deemed medically necessary by a licensed veterinarian). If puppy is altered before 10 months for females and 14 months for males without written proof from licensed veterinarian and approved by Starlight Kennels health guarantee will be Void. Voiding the health guarantee due to early sterilization in no way voids the remainder of this contract. Once we have seen proof in writing from a licensed DVM we will mail you your registration paperwork. If no proof of alteration is sent to us by the dogs second birthday no registration papers will be provided. If you are found to have bred the dog in question at any time without written approval from the breeder, ownership of the dog and any puppies produced will revert back to the breeder and you shall pay a fee of $1000.00 for each breach of contract. Alteration Due Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Waived: \_\_\_\_\_\_\_\_\_\_\_

If waived the contract will be signed and a Full Rights contract will be included.

Starlight Kennels holds the right to cancel a sale and refund buyers deposit at anytime.

By signing this contract you are stating that you are in agreement with the terms listed above, that you have read and understand them, and that any questions concerning these terms have been answered to your satisfaction.

Both parties, Breeder and Buyer, recognize Marion County, FL as the jurisdiction in which this contract was created. As such should any disputes arise which cannot be amicably resolved between the two parties, the Breeder and the Buyer, agree that any court proceedings will take place in Marion County FL. The Buyer is responsible for any and all court fees and costs assessed during the resolution of any dispute.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_

Buyer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_

Breeder