

Puppy's Litter Name: _____

Dog/Puppy Purchase Contract

Breeder/Seller's Name/Address:
Black Beaver Creek Farm & Kennel, LLC
Matthew & Paige Bisbee (Owners)
3549 Highway 119
Orr, Minnesota 55771
Ph: 218-410-3868 or 218-410-6913
bbckmndoxies@gmail.com

Buyer's Name/Address:

Ph: _____
e-mail: _____

Breed: Dachshund
Coat Type: _____
Purchase Price: _____
AKC Registration Status:
 Limited Registration-Companion
 Full Registration w/Breeding Rights
Microchip #: _____

Gender: _____
Color: _____
Non-refundable Deposit: \$200.00
Whelping Date: _____
Dame: _____
Sire: _____
AKC #: _____

**A STATEMENT OF MINNESOTA LAW GOVERNING THE
SALE OF DOGS AND CATS**

“The sale of dogs and cats is subject to consumer protection regulations. Minnesota law also provides safeguards to protect pet dealers and animal purchasers. Attached is a copy of Minnesota Statutes, section 325F.79. Contained within this law is a statement of your consumer rights.”

Companion dog means this dog is being sold as a pet, rather than for breeding or show purposes. No warranties or guarantees expressed or implied are made except as stated below.

1. A non-refundable deposit of \$200.00 is due at time of agreement.
2. The dog will be available for pick up or delivery within five business days of the receipt of the signed contract and deposit or when the dog reaches 10-weeks old (and had two 4-way vaccinations) or 13-weeks and four pounds (and had three 4-way vaccinations) if the dog has to travel long distance or fly. This allows the sellers time to have the dog examined by their veterinarian to receive the state health certificate. The earliest that this puppy will be available for delivery/pick-up for buyers within 8 hours drive of Orr, MN is: _____(10 weeks old). The earliest that this puppy will be available for longer distance traveling or flying is: _____(13 weeks old). Buyer agrees to take delivery on this dog within 10 days of: _____(Health Certificate Date). Buyer agrees to pay a \$15.00 per day boarding fee for each day past the agreed upon delivery date. Buyers will not be required to pay this fee if the delay is a result of weather that precludes the safe travel of the dog or is a result of an unforeseen issue on the seller's side. The

buyers agree to communicate with the sellers regarding scheduling of delivery and any issues that may arise. If the buyers have not communicated with the sellers within the 10-day window after the State Health Certificate expires, the buyer forfeits their deposit and the dog will be made available for purchase to someone else. If the buyer allows the health certificate to expire before accepting delivery of the dog and still wants the dog, the buyer will be responsible for paying for a new health certificate and all related veterinary costs associated with getting the new health certificate.

3. This dog is purebred and registered with AKC as either full registration status with breeding rights or limited registration without breeding rights unless registration form is withheld per written agreement. AKC registration paperwork will be provided to the buyers upon receipt of the name/registration form from the buyer.
4. All dogs bred by Black Beaver Creek Kennel will have BBCK at the beginning of their AKC registered name and a size/coat designation (M = miniature, S = standard, L = longhair, W = wire hair, S = smooth coat, C = cream, D = dapple) at the end of the AKC registered name. For example, a miniature long haired black and cream dapple would have MLCDD at the end of its AKC registered name. The seller retains the right to modify the buyer selected name to fit AKC regulations and guidelines.
5. Dogs will be registered to only one owner (free of cost to the buyer) when the dog is registered with AKC. A dog can be registered to two owners if the buyer pays the additional fees charged by AKC for a second buyer to the sellers.
6. The color of the dog is described to the best of the seller's ability. Information about the color of the dam and sire of the dog will be provided if it is available. A dog's coat color may change as it matures.
7. The health of this dog is guaranteed for 10 days from date of delivery through examination of a veterinarian (at the expense of the buyer). If, within ten days after receipt of the animal by the buyer, a veterinarian states, in writing, that the animal has a health problem which existed in the animal at the time of delivery, the seller shall, provided the dog and papers are returned in 10 days from date of delivery, refund the purchase price minus the cost of the state health certificate and the fecal lab (necessary for the state health certificate). "Health problem" means any disease, illness, or congenital or hereditary condition which would impair the health or function of the animal that is apparent at the time of sale, or which should have been apparent to the seller from the veterinary history of the animal. It is understood that the seller has taken appropriate efforts to ensure the dog is free from parasites (which are not considered disease) and that reinfestation may occur. Thus, parasites including, but not limited to Roundworms, Hookworms, Whipworms, Tapeworms, Coccidia, Giardia, Earmites, and Lice are not included in the guarantee. Cryptorchidism is not covered in the 10-day health guarantee as testes may not have fully descended as of the time of sale. Epiphora (excessive tearing) is not covered in the 10-day health guarantee, but is covered in a later clause of this contract.
8. This dog is guaranteed for one year through a qualified veterinarian at the expense of the buyer for any life-threatening hereditary congenital defects, except for progressive retinal atrophy and cryptorchidism (retained or undescended testicles). If the dog is sold with full registration, cryptorchidism is included in this guarantee. If the dog is tested and found to have a hereditary condition, the seller shall replace the dog, provided the dog,

specific written veterinarian statement of rejection and AKC papers are returned for the next available similar dog. The sellers reserve the right to have the dog examined by their own veterinarian (at no cost to the buyer) to verify the findings of the buyer's veterinarian.

9. The dog is also guaranteed for one year from the date of purchase for epiphoria caused by a structural abnormality of an eyelid or eyelashes and abnormal tear drainage caused by entropion. If the dog is tested and found to have a structural abnormality of the eyelid or eyelashes or entropion by a state certified veterinarian ophthalmologist, the seller shall replace the dog, provided the dog, AKC papers, all veterinarian records, and a specific written veterinarian statement of rejection are returned to the sellers for the next available similar dog. The eye exam shall be at the buyer's expense. The sellers reserve the right to have the dog examined by their own veterinarian ophthalmologist (at no cost to the buyers) to verify the buyer's veterinarian ophthalmologist's findings.
10. If, in the unfortunate case your dog should die within five years from the date of birth and the body is sent to the U. of M. (or other qualified veterinarian) for necropsy and is found to have died from Mitral Valve Disease, the seller shall replace the dog with the next similar dog. The buyer shall be responsible for the cost of necropsy. The dog will be replaced at no cost or charge to the buyer.
11. All remedies listed in subsection 6 of Minnesota Statute 325F.791 Sales of Dogs and Cats (found on page 6 and 7 of this contract) will be accepted as remedies for any health problems that arise as listed in clauses 7, 8, 9, and/or 10 of this contract.
12. The buyer agrees to provide annual veterinarian exams, including heartworm checks and preventatives, to do all vaccinations yearly, and keep them current according to AVMA. Failure to comply with and provide documentation of these requirements avoids all guarantees.
13. If, at any time, the Buyer can no longer retain possession of this dog, the Seller is to be notified and given the first option of resuming full ownership of the dog so that the Seller can rehome the dog. The dog must be returned with all paperwork, AKC registration forms, and veterinary records. Should any circumstances arise that affect the quality of life for this dog, the Breeder/Seller is to be informed so that they may participate in determining the future of this dog. The Breeder/Seller reserves the right to approve/prohibit any transfer of this animal to a third party. Under no circumstances will this dog be sold, traded, leased or given away to any pet store, research laboratory, animal shelter or similar facility.
14. If the dog is returned for other than health reasons, the seller will make a reasonable effort to rehome the dog. The seller will refund the amount of the second sale price of the dog to the original owner minus 25% of the second purchase price of the dog plus all necessary expenses (advertising, vet. Charges. shipping charges from the buyer to the Breeder/Seller, etc.) for finding the dog a new home. Shipping charges will be the second (new) owner's responsibility.
15. In order to be eligible for this rehoming refund, all veterinary records, vaccination records and AKC registration paperwork must be returned with the dog and the dog must be in good health.

16. If the dog/puppy has been sold as a companion dog (pet only), it is the buyer's responsibility to have the dog spay/neutered as soon as the dog is old enough to do so (on or before the puppy reaches 18-24 months of age) at the buyer's expense.
17. The Seller assumes no responsibility (of said dog) after the dog leaves Seller's premises for medical expenses, mortality, landlord disapproval, allergies, disagreement of family or any other reason. Under no circumstances is the Seller responsible for any veterinary bills or liability concerning the dog after the sale of the dog (with the exception of those innumerate in MN Statute 325F.791).
18. The Buyer agrees to contact the Seller immediately if any questions or concerns arise about this 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 the dogs we have bred and gives the Breeder/Seller important feedback and information on the health of our dogs for future generations.
19. This contract has been altered or amended as follows (if the contract has not been altered or amended, write "Not Altered and buyer and seller initial): _____

325F.79, Minnesota Statutes 2019

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325F.79 DEFINITIONS.

For purposes of sections 325F.79 to 325F.792, the following definitions apply:

- (a) "Animal" means a dog, wholly or in part of the species *Canis familiaris*, or a cat, wholly or in part of the species *Felis domesticus*.
- (b) "Pet dealer" means any person, firm, partnership, corporation, or association, including breeders, that is required to collect sales tax for the sale of animals to the public. Pet dealer does not include humane societies, nonprofit organizations performing the functions of humane societies, or animal control agencies.
- (c) "Breeder" means any person, firm, partnership, corporation, or association that breeds animals for direct or indirect sale to the public.
- (d) "Broker" means a person, firm, partnership, corporation, or association that purchases animals for resale to other brokers or pet dealers.
- (e) "Health problem" means any disease, illness, or congenital or hereditary condition which would impair the health or function of the animal that is apparent at the time of sale, or which should have been apparent to the seller from the veterinary history of the animal.
- (f) "Veterinarian" means a licensed veterinarian in the state of Minnesota.

History: 1992 c 585 s

325F.791, Minnesota Statutes 2019

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325F.791 SALES OF DOGS AND CATS.

Subdivision 1. **Disclosure.** Every pet dealer shall deliver to each retail purchaser of an animal written disclosure as follows:

(a) The name, address, and USDA license number of the breeder and any broker who has had possession of the animal; the date of the animal's birth; the date the pet dealer received the animal; the breed, sex, color, and identifying marks of the animal; the individual identifying tag, tattoo, or collar number; the name and registration number of the sire and dam and the litter number; and a record of inoculations, worming treatments, and medication received by the animal while in the possession of the pet dealer.

(b) A statement signed by the pet dealer that the animal has no known health problem, or a statement signed by the pet dealer disclosing any known health problem and a statement signed by a veterinarian that recommends necessary treatment.

The disclosure shall be made part of the statement of consumer rights set forth in subdivision 10. The disclosure required in paragraph (a) need not be made for mixed breed animals if the information is not available and cannot be determined by the pet dealer.

Subd. 2. **Records.** The pet dealer shall maintain, for one year, a copy of the statement of consumer rights delivered to the purchaser.

Subd. 3. **Registration.** A pet dealer who represents an animal as eligible for registration with an animal pedigree organization shall provide the retail purchaser, within 90 days of final payment, the documents necessary for registration. If these documents are not received from the pet dealer, the purchaser may retain the animal and receive a refund of 50 percent of the purchase price, or return the animal, along with all documentation previously provided, and receive a full refund. The pet dealer shall not be responsible for delays in registration which are the result of persons other than the pet dealer.

Subd. 4. **Health.** No animal may be offered for sale by a broker or pet dealer to a retail purchaser until the animal has been examined by a veterinarian. The veterinarian used by the broker shall not be the same veterinarian used by the pet dealer. If the pet dealer is not the breeder of the animal, each animal shall be examined within two days after receipt of the animal by a pet dealer and within four days of delivery of the animal to the purchaser by the pet dealer. The cost of the examination shall be paid by the pet dealer.

Subd. 5. **Responsibilities of purchaser.** To obtain the remedies provided in subdivision 6, the purchaser shall with respect to an animal with a health problem:

(a) Notify the pet dealer, within two business days, of the diagnosis by a veterinarian of a health problem and provide the pet dealer with the name and telephone number of the veterinarian and a copy of the veterinarian's report on the animal.

(b) If the purchaser wishes to receive a full refund for the animal, return the animal no later than two business days after receipt of a written statement from a veterinarian indicating the animal is unfit due to a health problem.

With respect to a dead animal the purchaser must provide the pet dealer a written statement

from a veterinarian, indicating the animal died from a health problem which existed on or before the receipt of the animal by the purchaser.

Subd. 6. **Rights of the purchaser.** If, within ten days after receipt of the animal by the purchaser, a veterinarian states, in writing, that the animal has a health problem which existed in the animal at the time of delivery, or if within one year after receipt of the animal by the purchaser, a veterinarian states, in writing, that the animal has died or is ill due to a hereditary or congenital defect, or is not of the breed type represented, the animal shall be considered to have been unfit for sale at the time of sale.

In the event an animal dies due to a health problem which existed in the animal at the time of delivery to the purchaser, the pet dealer shall provide the purchaser with one of the following remedies selected by the purchaser: receive an animal, of equal value, if available, and reimbursement for reasonable veterinary fees, such reimbursements not to exceed the original purchase price of the animal; or receive a refund of the full purchase price.

In the event of a health problem, which existed at the time of delivery to the purchaser, the pet dealer shall provide the purchaser with one of the following remedies selected by the purchaser: return the animal to the pet dealer for a refund of the full purchase price; exchange the animal for an animal of the purchaser's choice of equivalent value, providing a replacement is available; or retain the animal, and receive reimbursement for reasonable veterinary fees, such reimbursements not to exceed the original purchase price of the animal.

The price of veterinary service shall be deemed reasonable if the service is appropriate for the diagnosis and treatment of the health problem and the price of the service is comparable to that of similar service rendered by other veterinarians in proximity to the treating veterinarian.

Subd. 7. **Rights of pet dealer.** No refund, replacement, or reimbursement of veterinary fees shall be required if any one or more of the following conditions exist:

(a) The health problem or death resulted from maltreatment, neglect, or a disease contracted while in the possession of the purchaser, or from an injury sustained subsequent to receipt of the animal by the purchaser.

(b) A veterinarian's statement was provided to the purchaser pursuant to subdivision 1, paragraph (b), which disclosed the health problem for which the purchaser seeks to return the animal.

(c) The purchaser fails to carry out recommended treatment prescribed by the examining veterinarian, pursuant to subdivision 1, paragraph (b).

Subd. 8. **Contest.** (a) In the event that a pet dealer wishes to contest a demand for the relief specified in subdivision 3 or 6, the pet dealer may require the purchaser to produce the animal for examination or autopsy by a veterinarian designated by the pet dealer. The pet dealer shall pay the cost of this examination or autopsy. The pet dealer shall have a right of recovery against the purchaser if the pet dealer is not obligated to provide a remedy under subdivision 6.

(b) If the pet dealer does not provide the relief selected by the purchaser set forth in subdivision 3 or 6, the purchaser may initiate a court action.

(c) The prevailing party in the court action shall have the right to recover costs and reasonable attorney fees not to exceed \$500.

Subd. 9. **Posted notice.** Every pet dealer shall post in a prominent location of the facility, a

notice, in 48-point boldface type, containing the following language:

"Information on all dogs and cats is available. You are entitled to a statement of consumer rights. Make sure you receive this statement at the time of purchase."

Subd. 10. **Statement of consumer rights.** Every pet dealer shall provide the retail purchaser a written notice of rights, which shall be signed by the purchaser, acknowledging that the purchaser has reviewed the notice, and signed by the pet dealer certifying the accuracy of the information contained in it. A signed copy shall be retained by the pet dealer and one given to the purchaser. The notice shall be in 16-point boldface type and shall state as follows:

"A STATEMENT OF MINNESOTA LAW GOVERNING
THE SALE OF DOGS AND CATS

The sale of dogs and cats is subject to consumer protection regulations. Minnesota law also provides safeguards to protect pet dealers and animal purchasers. Attached is a copy of Minnesota Statutes, section 325F.79. Contained within this law is a statement of your consumer rights."

The statement of consumer rights shall also contain or have attached the disclosures required under subdivision 1.

Subd. 11. **Limitation.** Nothing in this subdivision shall limit the rights or remedies which are otherwise available to a purchaser under any other law. Any agreement or contract by a purchaser to waive any rights under this chapter shall be null and void and shall be unenforceable.

History: 1992 c 585 s 2

We, the undersigned, have read and will adhere to the agreement as stated above.

Signature of Seller/Breeder: _____

Signature of Buyer(S): _____

Date of Agreement: _____