



Mountain Top Bernese Mountain Dog and Retrievers

Puppy Ownership Application

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

_____ City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Deposit Amount: \$ _____

Bernese or Retriever?: _____

Male or Female? M F Do you own other dogs? YES NO

Limited Registration? YES NO Puppy's Name? _____

I acknowledge that my dogs AKC registered name will have the prefix of Mountain Top before desired name. (example: Mountain Top "Spot")
YES NO

Any Questions: _____

Deposit and Payment Agreement

Please fill out agreed price to best of knowledge.

There are no refunds on Deposits, unless otherwise agreed here in writing. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Puppy to some other Buyer and retention of the Deposit is meant to compensate Seller for their possible loss. This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy. The Seller reserves the right to void this transaction and refund the Deposit if we learn of any reason why Buyer might not be suitable for the puppy-(i.e. Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory, etc.). If the transaction is voided or if through some traffic accident the Puppy were to die or otherwise be seriously injured before it goes to its new home then, of course, the deposit will be returned to the Buyer; unless the Buyer wishes to apply the Deposit to another Puppy, if one is available, or to a puppy from the next available litter.

Deposit amount: _____ Total Price: _____

Additional costs: _____ Balance due on pick up: _____

Health Agreement

Seller is dedicated to producing healthy, genetically sound pups. Your puppy is guaranteed to be healthy and free of hereditary defects under the conditions described below: This agreement is made between Mountain Top Bernese Mountain Dog and Retrievers (hereafter referred to as "Seller") and (hereafter referred to as "Purchaser"). Seller transfers all rights, privileges, and responsibilities associated with ownership of this puppy to Purchaser as of the date described below. Transfer of all paperwork necessary for

• Limited Registration

with AKC is included in the purchase price. Specific conditions of this sales agreement and guarantee include: 1. HIP-ELBOW DYSPLASIA: If before the age of 26 months, the purchased dog develops hip or elbow dysplasia, as evaluated by the Orthopedic Foundation for Animals (exam MUST occur between 24 and 26 months of age), the Seller will compensate the Purchaser once with either (1) another puppy of equal value or similar quality (replace), or (2) the original purchase price to be refunded in lieu of a replacement puppy (refund). The decision to replace or refund is at the discretion of the Seller. All charges incurred in replacing a puppy will be assumed by the purchaser. If the value of the replacement puppy is greater than the original purchase price, the Purchaser will be responsible for paying the difference. PLEASE NOTE OUR RECOMMENDATIONS AND REQUIREMENTS FOR FEEDING TO DETER HIP-ELBOW COMPLICATIONS. 2. HEREDITARY EYE DISORDERS: If before age 24 months your dog develops Progressive Retinal Atrophy, cataracts, or retinal dysplasia as certified by an ACVO Diplomate veterinary ophthalmologist, the Seller will compensate the Purchaser once with either (1) another puppy of equal value or similar quality (replace), or (2) the original purchase price to be refunded in lieu of a replacement puppy (refund). The decision to replace or refund is at the discretion of the Seller. Seller will have 6 months to replace puppy. All charges incurred in replacing a puppy will be assumed by the purchaser. If the value of the replacement puppy is greater than the original purchase price, the Purchaser will be responsible for paying the difference. NO DOG OVER THE AGE OF 24 MONTHS IS COVERED FOR EYE PROBLEMS. Purchaser must provide Seller with the exam result and a letter from the veterinarian stating that the eye problem is definitely of a hereditary nature and not due to illness or injury, nor is something that could possibly be caused from outside, or environmental reasons. 3. This guarantee applies to the original Purchaser of the dog only and DOES NOT apply in any way if the dog is sold or transferred to another without the written approval of the Seller. 4. Any claim by the Purchaser shall be in writing and be accompanied by (1) veterinary certification of hip, elbow, or eye defect as described above; and (2) veterinary certificate of neuter/spay or euthanasia. This claim must be submitted to the Seller with all required documents before the dog reaches 26 months of age for hip/elbow dysplasia. 24 months of age for PRA, cataracts, or retinal dysplasia. The purchaser has several responsibilities and conditions when making any claim for a replacement or refund for the terms of this guarantee to remain in effect: • Seller may require all medical records relating to a diagnosis for a claim to be forwarded to Seller for a secondary opinion. Expenses for initial diagnosis are the responsibility of the Purchaser, while expenses for a secondary opinion shall be the responsibility of the Seller. Seller agrees to return all forwarded records and information back to purchaser. • The dog may not have been bred prior to claim. • Many hip-elbow problems we are aware of stem from pups being put on one of the premium dog foods are now known to potentially expedite growth in puppies and potentially result in hip and elbow problems. Purchaser must provide proof that the dog was NOT fed such a premium dog food or other food that may lead to hip-elbow problems (including table scraps and other human food). The Purchaser is expected to feed the dog responsibly and keep it in good health and at an optimal weight for this agreement to be in effect. Dogs that are overweight as a result of poor feeding are NOT covered under this agreement. We suggest a reputable brand of "large breed" puppy or adult food for at least the first 18 months, after which other premium adult foods are appropriate. Please consult your vet regarding proper feeding of your dog. • The dog MUST be registered by AKC in the original Purchaser's name. IN CASE OF LITIGATION INCLUDING ANY APPEAL THEREOF, IS INSTITUTED ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT, THE LOSING PARTY SHALL PAY TO THE PREVAILING PARTY THEIR REASONABLE ATTORNEY'S FEE. ALL IMPLIED WARRANTIES,

INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THOSE EXPRESSLY COVERED IN THIS WARRANTY, AND LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY. WE DO NOT SELL PUPPIES FOR BREEDING PURPOSES PER SE, NOR DO WE SAY THEY WILL BE SUITABLE BREEDING ANIMALS, BUT DO NOT LIMIT THE BREEDING POTENTIAL OF DOGS PURCHASED FROM MOUNTAIN TOP BERNES AND RETRIEVERS. WE DO NOT GUARANTEE THAT ANY OF OUR PUPS WILL EARN ANY SORT OF TITLE, AKC CHAMPIONSHIP, OR OTHERWISE, THIS IS SOLEY DEPENDENT UPON THE TRAINING AND TREATMENT GIVEN THE PUPPY AFTER IT IS SENT OR PICKED UP FROM MOUNTAIN TOP BERNES AND RETRIEVERS.

Do you understand and agree the health agreement?

YES

NO

Disclaimer and Signature

By signing the signature line below you agree to all that was stated above. Taking responsibility for amount due and terms and conditions stated. I also am in understanding of the AKC stamp of Mountain Top as the prefix to desired name.

Signature: _____

Date: _____