



Millersburg Paws, LLC.

Angela Miller
6237 County Road 203
Millersburg, OH 44654
Cell: 330-674-4330

Health & Genetic Guarantee, Adoption Agreement, (Family) Companion Only

This Agreement made this ____ day of _____, 20__ provides the terms for the Buyer named below (referred to as "Buyer") to purchase the pet described below (referred to as "Puppy or Dog") from Millersburg Paws (referred to as "Seller "Breeder")

Seller "Breeder"		Buyer	
Contact Person: Angela Miller	Street Address: 6237 CR 203	Name:	Street Address:
Email: millersburgpaws@gmail.com	City, State: Millersburg, OH	Email:	City, State:
Phone Number: 330-674-4330	Zip: 44654	Phone Number:	Zip:
Description of Dog TO BE FILLED OUT BY BREEDER			
Breed:	Sire:	Dam:	
Date of Whelp/DOB:	Puppy Name:	Puppy Coat Color:	
	Gender:		
	Microchip: (BE Assigned at 6 wks)		

Seller "Breeder's Responsibility:

- 1) The Seller "Breeder" guarantees that the puppy is in good health (minus potential intestinal parasites). The Seller will provide a health record of all vaccinations and worming. (Please know that nearly all dogs / puppies have parasites) Puppies are checked by our veterinarian at 6 weeks and has received the following:
 - a) Age-appropriate immunizations (documentation available at the time the Buyer takes possession)
 - b) Worming: Breeder administers standard industry preventative treatment for parasites to the puppy prior to Buyer taking possession, but Breeder does not guarantee or warrant that the puppy will be free from worms and parasites. (Documentation included at the time the Buyer takes possession)

- c) Health certificate (available at the time the Buyer takes possession)
- 2) The Seller “Breeder” provides warranty against debilitating congenital defects for a period of (2) years after the date of sale and (2) years against genetic/disease conditions (defined below under Genetic Testing)
- a) The Seller “Breeder” believes in animal health as the Breeder’s top priority and strongly recommends NuVet supplementation and feeding plan using TLC Pet Food . Information to order is found under the Health tab on the website:
- i) NuVet Plus is an immune system builder, for puppies you will want to order [NUVET Plus](#). Not sold in stores, instructions for ordering are provided on website: (Link: [Nuvet Order Link](#))
 - ii) TLC Pet Food quality is superb and Breeder feels so strongly about the health benefits for bones, muscles, organs, and teeth by feeding a holistic diet. Instructions for ordering will be provided on the website and in the Welcome Email. (Link: [TLC Puppy Food Link](#))
- b) Seller “Breeder” guarantees all possible steps have been taken with the sire / dam selection, genetic pairing, and breeding to prevent hereditary issues but does not guarantee that the puppy/dog will never develop any health problems over the lifespan.
- c) 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.
- d) Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy preformed at the buyer’s expense by a veterinary teaching hospital or state licensed DMV acceptable to the Breeders veterinarian if the dog dies)
- i) Buyer must supply any requested veterinary records related to the dog’s condition to the Seller “Breeder” within 7 days of diagnosis.
 - ii) Seller “Breeder” has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s “Breeder” choice at the Seller’s “Breeder” expense.
 - iii) In the case of a puppy dying within our health guarantee timeframe of 2 years, the buyer will pay to have a necropsy performed to ascertain the reason of death. The necropsy report must be made available to the breeder if a claim under warranty is made. Warranty will be void if the puppy was euthanized without the breeder’s consent. If the puppy is euthanized or in any way disposed of, without a second opinion from the Seller’s “Breeder” veterinarian, the buyer waives all rights to a replacement puppy.
 - iv) If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
- e) If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller “Breeder” of equal or lesser value from the next available litter.
- i) Original Dog 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 6-12 months as long as the breed is still being raised by Seller “Breeder”.
 - iii) Color or 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 the Buyer.
- f) Inverted /Recessed Vulvas: Some female puppies are born with recessed/inverted vulvas/ hooded vulvas. We do not consider this to be a genetic/hereditary health condition. We can provide instructions on keeping the area clean and the use of probiotics and cranberry powder to help prevent the tendency towards urinary tract infections or vaginitis. It usually self corrects by the second heat cycle and can be addressed while under spay surgery.
- 3) This warranty does not extend to or include viral illness, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer, patella luxation, retained testicles, minor heart murmurs (level 1 or 2), thyroid or endocrine disorders. It also does not include any physical problem, which is, or could be, caused by an accident, injury, neglect, exposure to weather, choking, poisoning, poor diet, or illness due to ingestion of foreign objects, food or chemicals, any illness or injury caused by Buyer’s neglect or intentional harm to the puppy. These are not considered life threatening diseases. If the condition can be treated, it is NOT considered life threatening.
- 4) The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy, as well as an estimated adult weight and size. However, as these are living beings, this judgment does not guarantee the

eventual coat type or size of the dog, nor is there a guarantee of the eventual allergy-friendliness, degree of shedding, or color of the coat at maturity. Breeders cannot guarantee size or temperament of the puppy. Breeders can only estimate the size based on weight and the size of the parents. Puppies could grow larger or stay smaller than projected size. Breeder does not guarantee color, coat quality, amount of shedding or lifespan of the puppy.

- a) The Breeder guarantees the puppy has a sound temperament that is typical of the breed, Personality traits are largely impacted by the environment(s) they are exposed to, because of this, we are not responsible for the behavior of the puppy/dog after it leaves our facility. If you have concerns about how the puppy is interacting with your family, we highly advise that you seek professional help from a professional trainer. We highly recommend Baxter & Bella online training and have a discount code for 25% off **Millersburgpaws**.
 - b) Breeder will not replace or refund the purchase price for any puppy for any personal reasons, including but not limited to, allergies, mortality, landlord's disapproval, family disagreement or any other problems not related to the puppy's health.
- 5) It is to be clearly understood, that the Seller "Breeder" does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expenses, all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer at possession of the puppy.
 - 6) This warranty/guarantee is non-transferable. Conditions of guarantee and agreement are as follows: If the puppy has been sold or possession of the puppy is otherwise transferred by Buyer, the health guarantee and warranty become void. All veterinary costs are the Buyer's expense. If the puppy has been physically injured or abused in any manner, whether by accident, negligence or intentionally, this guarantee is **void**.
 - 7) The Seller will Microchip the puppy at 6 weeks of age. The microchip is registered to the Breeder first and transferred to the owner upon their registration. The cost of microchipping and registration are free to the Buyer. (Link to Register: [FiNano Microchip Registration](#))
 - 8) The Seller "Breeder" states that **ALL PUPPIES ARE SOLD ON A STRICT SPAY/NEUTERCONTRACT** and are placed in Companion Only homes.
 - 9) Pet Insurance: Millersburg Paws has a partnership with Trupanion, at the time of possession Buyer is provided with an offer code for complimentary 30-day coverage. Please have this activated or Proof of another insurance plan before pickup day or the receipt of delivery, mandatory coverage of insurance is not required but highly recommended!. Millersburg Paws policy **does not require** you to have ongoing coverage past the 30-day trial period or for their lifetime. We strongly recommend and believe this is a part of responsible pet ownership and advise to carry the insurance for a minimum of the first 2 years. This is when injuries/occurrences are most likely to happen such as falls, fractures due to clumsiness/other reasons, ingestion of foreign objects, and unplanned surgeries are expensive!
 - 10) No warranties or guarantees, expressed or implied, are made under this contract except as stated.

Genetic Testing:
 - 11) The Breeder genetically tests our breeding dogs for genetic diseases/conditions to avoid future issues. We provide a warranty against these conditions for 2 years after the date of sale. A dog who carries one copy of a specific mutation will not be affected by the mutation as it requires two copies to be affected. There are certain traits that will show up in genetic testing that don't define a dog as a carrier or affected. CDDY /IVDD is a genetic disorder that largely affects dogs with a body structure like that of a Dachshund or Corgi. Genetic advisors have proven through studies to show that most miniature Poodles carry one or two copies of CDDY/IVDD and are not affected because they do not have the "hot dog" body structure, furthermore a dog can carry two copies of CDDY/ IVDD and not be affected. We have been advised that CDDY/ IVDD has not been proven to cause any issues in Poodles and is prevalent in the miniature breed standards and therefore is the only genetic factor that can be a two copy carrier and excluded from the below statement of the guarantee against two copies. There are many breeds for example Corgi and Dashshund that carry two copies of as a breed standard and would never be considered on the specific breed panel.
 - 12) Each breed is tested for different genetic mutations. Different breeds carry different mutations. The genetic disorders that are covered under this guarantee for each breed are as follows

Breed Specific Genetic Testing:

- a) Goldendoodles- PRA-PRCD, VWD1, GR-PRA1, GR-PRA2 ICH2, DM(SOD1), CDDY, IVDD, NEWS (Neonatal Encephalopathy with Seizures)
 - b) Bernedoodles-VWD1, PRA-PRCD, PRCD, NEWS, GM2, DM, SOD1B, OCD, CDDY, IVDD
 - c) Bernese Mountain Dogs – DM, SOD1B, VWD1
 - d) Golden Retrievers – ICH2, NCL, GR-PRA1, GR-PRA2, PRA-PRCD, DM(SOD1)
 - e) Poodle – PRCD-PRA, VWD1, NEWS, DM, CDPA, CDDY, IVDD
- 13) We guarantee that no puppy will carry two copies of any of these breed specific traits listed above (except for the Goldendoodle F1b miniature generations see line item 11 referencing CDDY/IVDD there is a chance of two copies). Two copies of one of these traits indicate that the puppy does indeed have this genetic disorder and will likely suffer symptoms at some point in their life. We test our parent dogs so that two dogs who carry the same genetic disease trait above are never paired together. These genetic/hereditary conditions are those which can be tested for in the sire and dam of the litter prior to breeding.
- 14) There are multiple ailments including (but not limited to) carcinomas, lymphomas, adenomas, Addison's disease, and so much more that cannot be detected by genetic testing. Because of this, the genetic guarantee will not cover anything other than the breed specific disorders that are listed on this page of this contract beside the name of the specific breed.
- 15) This Genetic warranty will be terminated immediately if the dog is not examined within the allotted 72 hours or (3) days from the time the buyer takes possession.

Buyers Responsibility:

- 1) The Buyer understands to reserve a puppy of your choice of color and gender, a **\$500.00 non-refundable reservation fee** is required if the puppy is under 6 weeks of age, if the puppy is over 6 weeks payment in full is required to secure the puppy. Your non-refundable reservation fee is to be made via Venmo or Cash app. Your puppy cannot be reserved before your reservation fee is received. If you change your mind and do not/cannot get the puppy, you will forfeit your reservation fee. If your puppy becomes ill or dies in our care, your reservation fee will be refunded. We reserve the right to refuse or cancel the sale of a puppy that is in the best interest of the puppy. (WE highly recommend making your first vet appointment at the time you reserve your puppy).
- 2) The Buyer agrees to pay the Seller "Breeder" the total sum of \$_____, with the final balance so the puppy is paid in full by 7 weeks if transporting, or if being picked up at Millersburg Paws the final balance is due in Cash the day of pickup. The adoption fee does not include shipping. If shipping is required, the Buyer agrees to pay \$_____ for ground transportation, which includes a health certificate
- 3) The Buyer bears all costs relating to the sale of the above animal, including transportation. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered.
- 4) The Buyer acknowledges these payment provisions: Payments made with Venmo or Cash App cannot be disputed for any type of payment reversal. All reservation Money/payments placed on a puppy are **NON-REFUNDABLE**. We enforce a strict NO PayPal/Venmo/Cash App Credit Chargeback Refund Policy, and any Buyer who attempts to dispute a transaction will lose all money placed on their puppy and any rights to purchase a puppy from us now and in the future.
- 5) The Buyer acknowledges that puppies will be available to go to their new homes at **8 weeks** of age, after they have been cleared for departure. Pick up is by appointment only. No puppy may be picked up prior to 8 weeks of age. If the puppy is not able to be picked up on the scheduled go home day, the balance must be still paid for in full or the puppy will be offered to the next person on our waiting list. The buyer must complete our Extended Board contract, if the puppy remains after 8 weeks and will incur a boarding fee of \$30/day plus any additional vet fees and incidental fees payable at pick up. The buyer will not be charged Extended Boarding fees for any delays in go home caused by Millersburg Paws or in agreement between both parties.
- 6) The Buyer agrees to have the puppy examined by a licensed veterinarian **within 72 hours or (3) business days of taking possession:**

- a) If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller “Breeder”, at the Buyers cost, for a full refund, less the reservation fee.
 - 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, this health and genetic 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.
- 7) 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. Parasites are common in dogs/puppies. Buyer’s licensed veterinarian should perform routine stool sample checks at each visit to ensure Buyer has effectively treated the puppy long enough to break the continuing cycle. Even though the puppy’s stools may be negative for parasites and worms, it is possible for the puppy to become infected again due to the stress of moving and adjusting.
 - b) It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this) resulting in diarrhea and loose stools.
 - 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.
- 8) The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life whether certified Alternative or Traditional methods. This maintenance is included but is not limited to:
- a) Safe housing of the puppy indoors and keeping them parasite free
 - b) Appropriate Grooming and responsible care
 - c) Feeding only the premium quality, complete puppy and adult food intended for dogs
 - d) Maintaining a healthy weight and providing opportunities for daily physical exercise
 - e) Provide routine preventative health care and have the puppy seen by a licensed veterinarian for a wellness exam annually. Vaccinations, Internal and External Parasites, Heartworm prevention and any other preventative medication Vet feels is needed
 - f) Taking their puppy to a licensed veterinarian if he or she gets sick or is injured
 - g) The seller is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal’s health or well-being after the time of purchase.
 - h) If any of the above preventative care has not been provided, the health warranty will be void.
- 9) Obedience Training: The Seller “Breeder” encourages the Buyer to provide basic obedience training with their puppy within the first year of owning their dog. Bella and Baxter is a great resource.
- 10) The Buyer acknowledges and agrees that the dog shall not be sold or given away, including to a shelter, pound, research laboratory, or similar facilities if it becomes necessary at ANY point during the dog’s life that the Buyer can no longer retain possession. If for any reason the Buyer is unable to keep the dog, the Buyer acknowledges and agrees that he/she must first contact the Breeder and the Buyer and Breeder will jointly determine how the dog will be rehomed. Our goal is to place our puppies in their "forever homes". This provision is to ensure that our puppies will not end up homeless, surrendered or mistreated, and a proper suitable home is found. **No refunds** will be given, and the dog must be accompanied with its medical records.
- 11) 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.
- 12) The Buyer acknowledges a puppy under the age of 16 weeks has vaccination limitations and agrees to limit public exposure. Your puppy has not been fully vaccinated and the puppy’s immune system is still developing and **AVOID** all dog parks or public spaces for up to 4 months until their recommended vaccine protocol has been met as directed by Buyer’s veterinarian. Remember: NO Paws on foreign ground until fully vaccinated! The Buyer may be tempted to rush the puppy to the pet store, parks and other public areas to show off the puppy, until they have received all vaccines and rabies, the Buyer shall not expose the puppy to unnecessary risks, including allowing people or animals who may be carrying disease or bacteria to touch the puppy. Public

exposure, including exposure as described above, prior to the puppy completing necessary vaccines will void this health warranty.

- 13) Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential, incidental, or special damages resulting from or in a manner related to the puppy/dog after in Buyer's possession.
- 14) The Buyer allows the Seller "Breeder" to use any photos of the dog that the Buyer posts on social media for the purpose of reposting and sharing on Facebook, Instagram, their website, etc. or in any manner they choose.
- 15) The Buyer acknowledges that the puppy is sold on a STRICT NON-BREEDING contract.

Spay and Neuter (Non-Breeding) Contract

Conditions of Sale:

___(1) Buyer agrees to neuter/spay the puppy between 8-14 months of age. We recommend neutering male dogs at 12 months of age because studies have proven that early neutering can increase the risk of hip dysplasia due the change in hormones. Please speak with your vet about advisable timing for your puppy

___(2) Buyer agrees to be responsible for any and all associated veterinary costs with neutering or spaying the puppy, and to provide Breeder with a certificate of alteration signed by a licensed veterinarian within 25 months of the puppy's date of birth including the microchip number. If the Seller does not receive the documentation within this time, the warranty will become null and void. Documentation can be submitted via email to Millersburgpaws@gmail.com or a text to 330-674-4330.

___(3) If Buyer fails for any reason to spay/neuter the puppy on or before the puppy's second birthday and/or provide the Breeder a certificate of alteration, the Buyer agrees to pay for any and all fees, including but not limited to, legal fees and court costs, veterinary expenses, and other foreseeable expenses incurred by Breeder and its agents to enforce this Agreement. Such failure will also invalidate the health and genetic guarantee provided for the puppy.

___(4) If Buyer breeds the puppy without a breeding contract with Breeder, Buyer will pay \$10,000.00 in liquidated damages to Breeder.

___(5) Transfer of ownership or housing of the puppy does not limit or in any way change the responsibility of the above-named Buyer to spay/neuter the puppy.

Buyer Signature: _____ Date: _____

Full And Final Agreement:

The Buyer of a puppy from Millersburg Paws,LLC. hereby acknowledges that the Buyer has received a copy of this document, acknowledges, and agrees to the terms and accepts full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale". Further, the Buyer accepts the terms of the contract which lasts the puppy's entire life. The agreement represents the total agreement between Millersburg Paws and the Buyer, and no other terms, conditions or representations have been made regarding the puppy described above or this sale. This agreement shall be interpreted under the laws of the State of Ohio. A faxed, copied, or digital signature shall have the same full force and effect as the original. This Contract is effective for puppies placed after 1/1/2023.

Seller: Angela Miller (Millersburg Paws)

Seller: (Sign name) _____ Date: ___ / ___ / ___

Buyer: (Sign name) _____ Date: ___ / ___ / ___