

## Up and Away Pups LLC. Health Guarantee

**The 10 Year Replacement Guarantee offers a replacement puppy for up to 10 years of your puppy's life for any documented medical conditions related to hereditary or congenital abnormalities. Failure to complete or provide the requirements will result in voiding the Health Guarantee Agreement.**

### **\_\_\_\_\_ 1.) 10 Year Puppy Replacement Guarantee**

In order to qualify for a puppy replacement we require you to purchase Vitadawg Vitamins and show continuous proof of purchase. Vitadawg Vitamins must be purchased prior to the customer's receipt of their puppy in order for this guarantee to remain intact.

### **\_\_\_\_\_ 2.) 10 Year Puppy Replacement Guarantee**

In order to qualify for our puppy replacement guarantee we require you to provide proof of pet insurance from the date of purchase. Enrollment must occur and coverage must be in place prior to receipt of your puppy in order for this guarantee to remain intact. **Up and Away Pups LLC. will not pay medical bills after your puppy has left our care. You will need to submit any and all medical invoice claims to your insurance provider.**

### **\_\_\_\_\_ 3.) 10 Year Puppy Replacement Guarantee**

In order to qualify for our puppy replacement guarantee we require you to establish care with a licensed vet within 3 business days of receipt of your puppy. A legible copy of the 1st vet visit must be provided. This documentation is to provide no less than the date of service, licensed veterinarian's documentation such as name, address and phone number along with the puppy's information as to who was seen at the vet visit. This is required in order for this guarantee to remain intact.

## **Health Guarantee Basic Information**

**1.) All puppies are eating Pedigree Puppy Dry Food.** If you elect to transition your puppy to a new puppy food we suggest mixing the Pedigree with the new food of your choosing for a few days. This will lessen the disruption in your pup's bowel movements and lower the risk of sickness.

**2.) No refunds are given after your puppy leaves the care of Up and Away Pups LLC** If for any reason you are dissatisfied with your new fur baby and want to return for any reason we will lovingly accept your puppy back, in the same condition they were in when they left our care, within their first year of life. You will supply an updated medical record from your licensed veterinarian, as well as, Up and Away Pups LLC's original medical records, current dog food, microchip information and Vitadawg records. **If you try to return your dog after they are one year old, Up and Away Pups Inc. will need to consider your dog's medical history, current medications, disposition, and undergo a behavioral assessment to make sure the dog is**

**adoptable and not dangerous to our staff, and can decline to accept the dog back.**

**3.) All puppies must be picked up within 7 days, once your puppy turns 8 weeks old and/or is cleared by Up and Away Pups LLC's licensed veterinarian.** Puppies in our training program and/or traveling will have their own specific pick up arrangements made with our staff. By not making arrangements to pick up your puppy within the 7 day timeframe, you understand that after the initial 7 days you are responsible to pay a \$50 holding fee per day, for up to 7 additional days. If arrangements on your end cannot be made past this point, Up and Away Pups LLC will provide a travel quote for delivery or recommend discussing training options with the new puppy owner.

#### **Health Guarantee Inclusions/Exclusions:**

- 1.) This health guarantee includes fatal and life altering congenital diseases which adversely affect the health of the animal.
- 2.) This health guarantee excludes luxating patella.
- 3.) This health guarantee excludes congenital hip disease.
- 4.) This health guarantee excludes lung worm.
- 5.) This health guarantee excludes inguinal and umbilical hernias, and recessed testicles. **These conditions can be remedied easily, when your puppy is spayed or neutered.**
- 6.) This health guarantee excludes kennel cough, other respiratory infections and aspiration pneumonia (commonly caused by vomiting during travel). Kennel Cough is self-limiting and like the common cold, it must run its course. Full recovery is expected and kennel cough on its own is not life threatening.
- 7.) This health guarantee excludes cherry eye, entropion, "loose" hips, skin allergies, elongated soft palate and stenotic nares. The listed health items can be considered normal in some breeds.
- 8.) This health guarantee excludes Low Blood Sugar/Hypoglycemia. **Further details and tips are discussed on page 7, section "Hypoglycemia and Related Conditions Disclaimer".**
- 9.) This health guarantee excludes Grade 1 or 2 heart murmurs. They represent no threat to your puppy.
- 10.) This health guarantee excludes allergies, thyroid dysfunction, demodectic mange, other autoimmune disorders and aggression. Up and Away Pups LLC is not responsible for these environmental factors that can occur in your puppy.
- 11.) Up and Away Pups LLC will not assume any liability for parvo, distemper, canine

corona, coccidia, giardia, campylobacter or injuries made to the puppy after your puppy has left our care, either by delivery or pick up. All puppies will be sent to their new home with their medical records, updated vaccinations and dewormings, which is preventative maintenance on our part before your puppy leaves our care.

**12.)** We do our best to raise and re-home healthy, happy puppies. All items covered under this guarantee are by puppy replacement only. **WE DO NOT GIVE REFUNDS. WE WILL NOT PAY FOR SURGERIES OR PROCEDURES ONCE PUPPY LEAVES OUR PREMISES.**

### **Health Guarantee Replacement Puppy Conditions**

- 1.)** In the event a genetic defect is discovered prior to the customer receiving the puppy, and the puppy has been paid in full, Up and Away Pups LLC will inform new puppy owner of the defect and give the following options: A.) the puppy with the genetic defect will be offered at a lower cost, or B.) Another puppy will be offered in its place.
- 2.)** Replacement puppy will be mutually agreed upon by both new puppy owner and Up and Away Pups LLC and will be of comparable quality and value. It is understood that the replacement puppy may not be from the exact parents of the original puppy chosen.
- 3.)** New puppy owner is responsible for transportation costs to and from Up and Away Pups LLC for replacement puppy.
- 4.)** This guarantee applies to the original puppy only and is non transferable to a second party. A new guarantee will be completed for a replacement puppy.
- 5.)** No replacement puppy will be given if the original puppy has been bred, spayed, neutered or euthanized without the consent of Up and Away Pups LLC
- 6.)** Should your puppy pass away prior to 120 days of age, the puppy owner will pay to have a necropsy performed to determine the cause of passing and share with Up and Away Pups LLC, within 48 hours of receiving the final necropsy report. If the documented cause of passing is congenital, Up and Away Pups LLC, will assist you in choosing a new puppy and walk through the healing process with you. Without a necropsy report, Up and Away Pups LLC's medical staff and guardians won't be able to identify and research any possible "identifiable" future health or genetic issues without proper documented knowledge. Unfortunately, Up and Away Pups LLC will have no obligation to replace your puppy without the above.

### **Health Guarantee Medical and Documentation Related**

- 1.)** Up and Away Pups LLC does its best to breed healthy, disease free and genetic disorder

free puppies. We do not guarantee or warranty DNA, show quality and/or breeding potential of puppies. Canine DNA companies are not FDA monitored, and will not be recognized by Up and Away Pups Inc. as a reason for monetary compensation.

2.) Up and Away Pups LLC guarantees all puppies will be current on vaccinations and dewormings as appropriate for their age, up to the date of pick up or delivery. New puppy owner will also be sent home with a preventative dewormer for administration of the puppy's correct dosage and complete the supply given. The new puppy owner will receive all medical records from Up and Away Pups LLC for their puppy and is informed of any scheduled maintenance vaccinations or dewormings due. Any questions regarding medical documentation or preventative dewormer are to be asked in advance, and/or within 48 hours of receipt of their puppy.

3.) New puppy owner understands if they purchased a purebred puppy, they will not receive registration papers unless otherwise stated on the puppy's profile. New puppy owner will not receive registration papers for a non-purebred (designer breed) puppy. Up and Away Pups LLC does not provide new puppy owners with adult registration papers for a purebred parent of a designer breed puppy.

4.) Up and Away Pups LLC will not be held liable for the adult weight of your puppy. Up and Away Pups LLC will provide an estimation of mature adult weight based on parent weights, which is not a guarantee. **More details provided on page 7, section "Size and Weight Disclaimer"**.

5.) We will not accept warranty claims from Banfield Pet Hospitals (Banfield is associated with Petsmart Pet Supplies). This decision is based on the reputation of overcharging clients and vaccinating over vaccinations, which is not healthy for your puppy.

### **Health Guarantee Final Statements**

1.) This contract supersedes any and all potential verbal, written or other forms of agreements between new puppy owner and Up and Away Pups LLC.

2.) This contract is null and void if the terms and conditions are not fulfilled. Time is of the essence for both parties where specified.

3. New puppy owner acknowledges he/she is required to complete the enrollment process in order to accept the offer of free pet insurance offered by Up and Away Pups LLC. A copy of the confirmation page must be sent to the Puppy Care Consultant prior to receipt of your puppy. If choosing not to do so, he/she has provided proof of pet insurance from another company they have enrolled in. **Failure to provide proof of pet insurance prior to puppy receipt results in a null and void health guarantee.**

4.) New puppy owner(s) acknowledge that he/she understands the content of information in this

health guarantee. This contract becomes binding after new puppy owner executes with his/her signature. New puppy owner is agreeing that he/she has asked any and all questions, voiced all concerns and understands all feeding, medical records, training, travel, DNA, breed and financial responsibilities, that have been addressed and gone over with the new puppy owner with our puppy care consultant and within this contract. New puppy owner acknowledges he/she understands and accepts the possible risks and unforeseen financial obligations that come with being a puppy owner. New puppy owner agrees to be a responsible and loving puppy owner.

This contract is under the jurisdiction of the state of Ohio, in the county of Tuscarawas. It is agreed that the place of venue shall be in Tuscarawas County, Ohio.

Buyer(s) Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

### **Health Guarantee Travel Addenda**

1.) Puppies must be medically cleared to travel once pup reaches 8-10 weeks of age. Puppies will not travel earlier than eight weeks of age.

2.) This contract must be signed and received by Up and Away Pups LLC prior to traveling. We request that the new puppy owner:

- (1) Valid Government issued ID must be provided for all individuals taking part in the adoption prior to the puppy traveling.
- (2) Complete signing an electronic version supplied by your puppy care consultant. (3) or print and sign an original and forward via US mail to the address at the bottom of this guarantee.
- (4) If the new puppy owner hired their own transportation company, Up and Away Pups LLC cannot guarantee or be held liable for the puppy's condition once they leave the premises.
- (5) The Buyer's signature below indicates that he/she has read, understands and agrees to the travel conditions of this addenda.

### **Up and Away Pups LLC Travel & Delivery Disclosure**

I/We, the undersigned, acknowledge the following:

- ETAs are subject to change at any time.
- Travel, whether it be ground or flight, can be very stressful for a puppy. Some puppies do really well while traveling, while others may experience some motion sickness, vomiting, diarrhea or other sickness as a result from the stress of traveling.
- I understand that if my puppy vomits, they may be susceptible to forming a mild aspirated pneumonia which is caused from inhaling any foreign matter (such as vomit), and can be a common occurrence when pets travel. Please take extreme precautions when making arrangements to travel with your new puppy. Up and Away Pups LLC is not liable for this occurring as we do not release any puppies from our care until our vet has cleared them to

travel safely.

- I have been informed that Up and Away Pups LLC travel nannies are well experienced and do their best to keep any and all pups in their care clean, happy and healthy. • Puppies typically cannot hold their urine and bowel movements for more than 2-3 hours at time. This may result in the puppy having a potty accident in the travel crate. • I have been instructed how and what (oatmeal puppy shampoo) to give and use for my puppy's bath, once arrived, to remove any urine, fecal or vomit my puppy may have experienced during travel.
- As previously stated, in the event I hire a non-affiliated private puppy nanny, Up and Away Pups LLC is not liable for the puppy once they are in the hands of your personally hired private puppy nanny.
- In the event I personally drive or fly to pick the puppy up, I assume responsibility for vomiting, which could cause aspiration pneumonia.
- The puppy's eating schedule is off due to travel, which may result in puppy's glucose levels dropping and causing puppy to have low energy. Once puppy arrives I have been instructed to give yogurt and/or clear karo syrup or Nutrical, to raise my puppy's glucose levels back to normal.
- I understand the puppy may not eat immediately, or eat very little over the course of a day or two due to the stress of traveling. We have been instructed on how to give yogurt, baby food, wet puppy food, rotisserie chicken, karo syrup or Nutrical to puppy if they are not eating. • I understand the puppy won't travel until cleared by a licensed veterinarian. • I understand, upon arrival and settling in, it is imperative my puppy drinks water to avoid dehydration.
- I am aware my puppy won't travel until the complete balance is paid in full, Health Guarantee and Travel Disclosure are signed.
- I am aware there may be a delay or change in travel schedule due to weather conditions (ex: heat, cold, snow, ice etc.) and unforeseen circumstances affecting ground travel and flight. I am aware my puppy may experience an unscheduled layover, with flight, causing a delay in their arrival.
- IF FLYING: I've been instructed where to go to pick my puppy up at the airport. I've provided the correct name (consignee) that my puppy's itinerary has been booked in. This also matches pick up name and address on receiver's ID (which must be shown when picking up my puppy).
- I've supplied the correct delivery address and contact information for ground delivery. • I am satisfied with the communication and instructions I've received thus far, regarding my puppy's travel.

Buyer(s) Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

### **Buyer's Responsibilities and Acknowledgements**

**1.)** Buyer must be at least 18 years of age to sign contract to buy a puppy or have a parent or legal guardian sign this contract which then they will be responsible for the puppy's care. **2.)** Buyer must have the puppy examined by a licensed veterinarian within 3 business days of when the puppy leaves Up and Away Pups LLC care. Up and Away Pups LLC must be

informed immediately of the examination result via email ([info@upandawaypups.com](mailto:info@upandawaypups.com)) or physical copy mailed in. Failure to do so will result in the cancellation of this guarantee. **3.)**

Buyer must provide the puppy with routine care such as, but not limited to: A.) Annual check-ups

B.) Follow Veterinarian guidelines for vaccinations and deworming care.

C.) Heartworm and flea/tick preventative care.

D.) Payment methods that we accept are: Credit/Debit Cards, Cash or PayPal.

**All deposits are Non-Refundable.**

Buyer(s) Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

### **Up and Away Pups LLC Hypoglycemia and Related Conditions Disclaimer**

By my signature, I hereby acknowledge that a full explanation was given to me, along with a copy of "What Is Hypoglycemia", by my Puppy Care Consultant of what Hypoglycemia is, the symptoms of Hypoglycemia, and what to do in the case my puppy shows symptoms of Hypoglycemia. Suggestions for avoiding hypoglycemia: free feeding day/night while your puppy matures and adapts to your environment, establishing healthy eating habits in your puppy, is offered probiotic/prebiotic supplements, greek yogurt, tiny pieces of chicken, baby food safe for puppies, and/or a wet food mixed with their puppy food. By signing this agreement, I am also stating that I am taking full responsibility, monetarily and otherwise, for the health and wellness of this puppy. I am aware the health guarantee does not cover Hypoglycemia (low blood sugar/low glucose/sugar shock), as well as any other possible medical issues, including death, pertaining to, relating to, or resulting from Hypoglycemia (low blood sugar/low glucose/sugar shock). Therefore, by my signature, I hereby acknowledge that Up and Away Pups LLC is not liable for any medical costs pertaining to, relating to, or resulting from Hypoglycemia (low blood sugar/low glucose/sugar shock). In the event I elect to take my puppy to a licensed veterinarian, and make medical decisions, I am aware said decision(s) will result in my accepting full monetary responsibility for my actions. I also acknowledge that I have been shown the current diet of my puppy and have been given the opportunity to purchase what my puppy is currently eating.

Buyer(s) Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

### **Up and Away Pups LLC Size and Weight Disclaimer**

This agreement goes over the estimated weight and size of your new puppy. Here at Up and Away Pups LLC, we DO NOT guarantee our puppies' size and weight. We make only size and weight estimations based on each puppy's parents' size and weight, our parents' previous litters, the puppy's eating habits, and the puppy's current size. As some puppies may stay true to standard breed size and weight estimations, some puppies may exceed those estimations based on their own lifestyle, eating habits, and generations of genetics. As a majority of our puppies are designer breeds, they can mature in their own unique way taking genetics from

each parent. That being said, one litter may have puppies that differ in shape, size and weight.

Up and Away Pups LLC try their very best to give customers the best estimates we can for their puppy's mature size and weight. However, because of everything stated previously, that estimation is not 100% accurate. Puppies eat, grow, live and develop differently and because of that, our estimates may be just that, an estimate. Given these points, we DO NOT offer any refunds due to a puppy exceeding estimated size and weight. We believe that if a puppy is to exceed the estimated weights, there is only more to love!

By signing this agreement, I hereby acknowledge that I am aware of my puppy's breed and potential mature size and weight. I also acknowledge that I was given only an estimated mature weight of my puppy by Up and Away Pups LLC's staff based on their knowledge of the breeds and individual puppy's parent weights and sizes.

Buyer(s) Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

### **Up and Away Pups LLC Acknowledgement of Incidence**

The undersigned acknowledges that puppies are delicate and can be easily injured, and that with interacting with puppies comes a certain level of risk to injury. Some circumstances that may occur when interacting with puppies include but are not limited to: dropping the puppy, a puppy jumping out your arms/lap, stepping on a puppy, kicking a puppy and dropping an object on the puppy. Suggestions for safely handling the puppies: Sitting on the floor, sitting in a chair and holding a puppy with two hands, only holding one puppy at a time, putting a squirmy and over-excited puppy down on the floor, only holding a puppy when sitting on the floor and not placing a puppy in a chair alone. A Up and Away Pups LLC employee reserves the right to direct you in how to handle a puppy. The undersigned understands that they are accepting responsibility to treat our puppies with respect and gentle care. In the event a Up and Away Pups LLC puppy is directly injured by your actions or you and/or a person in your group creates a dangerous environment, Up and Away Pups LLC reserves the right to remove the puppy/puppies from the area and/or pursue compensatory action for any medical needs our puppies require as a result of your actions.

Buyer(s) Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer(s) Full Name (Printed) : \_\_\_\_\_ Date : \_\_\_\_\_  
Name, Breed, Chip # of Puppy :

\_\_\_\_\_

Date of Adoption : \_\_\_\_\_

Signatures:

Buyer(s) acknowledges reviewing and receiving a full copy of Up and Away Pups LLC's



Health Guarantee.

Buyer agrees to the Terms of Up and Away Pups LLC's Health Guarantee.

This guarantee is hereby executed and agreed upon by the signatures below.

Buyer(s) Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

Up and Away Pups  
LLC  
1574 State Route 39  
Sugarcreek, OH 44681