

CORNERSTONE BERNERS MOUNTAIN DOGS HEALTH GUARANTEE AGREEMENT

**618-562-1660 | cornerstonebmds2010@email.com
www.cornerstonebern timers.com**

HEALTH AT TIME OF SALE

Seller certifies that the puppy (“Dog”) is in sound health and suitable for transfer at the time of sale. Buyer shall have the Dog examined by a licensed veterinarian of Buyer’s choice within 72 hours of pickup. Buyer must send written proof of this examination to Seller on the same day as the appointment. Failure to do so voids this Health Guarantee Agreement, unless Seller has been notified in advance of a legitimate scheduling conflict.

Seller reserves the right to have the Dog re-examined by Seller’s veterinarian to verify any diagnosis. All veterinary expenses incurred by Buyer are solely Buyer’s responsibility and are **not refundable**.

HEALTH CERTIFICATE AND HEALTH GUARANTEE

The Dog will be accompanied by a licensed veterinarian’s health certificate confirming that the Dog is in good health at the time of transfer.

If, before the Dog reaches twelve (12) months of age, the Dog is diagnosed with a Genetic Condition or Orthopedic Condition, as defined herein, Buyer must notify Seller in writing within seventy-two (72) hours of receiving such diagnosis. Buyer must provide Seller with a written veterinary report, the Dog’s full veterinary records, specialist reports, supporting laboratory results, imaging, and/or necropsy findings, as applicable, confirming the diagnosis.

Seller reserves the right to have the Dog’s condition reviewed and/or examined by a veterinarian of Seller’s choosing. Buyer agrees to make the Dog reasonably available for such examination and understands that transportation or shipping costs to Seller’s veterinarian, if required, shall be the Buyer’s responsibility.

For purposes of this Agreement, a **“Genetic Condition”** means a hereditary or congenital defect that:

1. Is proven to be inherited, as determined through DNA testing, specialist evaluation, or necropsy.
2. Is present from birth, even if not apparent at the time of transfer.
3. Materially and adversely affects the Dog’s health, function, or quality of life; and
4. Is not caused by environmental factors, injury, illness, infection, over-exercise, over-vaccination, nutrition, failure to provide supplements, or Buyer’s handling or negligence.

For purposes of this Agreement, an **“Orthopedic Condition”** is strictly limited to the following conditions diagnosed:

1. Severe, bilateral hip dysplasia confirmed by OFA or PennHIP and materially impairing mobility.
2. Severe elbow dysplasia confirmed radiographically.
3. A congenital orthopedic defect that significantly impairs normal function and is confirmed by a board-certified veterinary specialist.

If a qualifying Genetic Condition or Orthopedic condition is confirmed, Buyer may return the Dog to Seller, at Buyer's expense. After the Dog is returned, Buyer will be offered a replacement puppy from a future litter, selected solely at Seller's discretion and subject to availability. No cash refunds are provided under any circumstances, and no veterinary, diagnostic, treatment, transportation, or shipping costs will be reimbursed.

This replacement-puppy option constitutes the sole and exclusive remedy available to Buyer.

JOINT SUPPLEMENT REQUIREMENT

Seller strongly recommends, and Buyer agrees, to administer NuJoint DS joint supplement to the Dog beginning at 8 weeks of age and continuing until at least 24 months. Seller begins supplementing puppies at 5 weeks. NuJoint DS is used by Seller across all dogs and litters. Using the same supplement allows Seller to maintain consistency in how Seller's puppies are raised, monitored, and evaluated. The NuJoint DS requirement ensures Sellers are standing behind a known, predictable regimen when offering the orthopedic health guarantee.

This joint supplement requirement is mandatory for the guarantee over orthopedic conditions. Failure to use NuJoint DS as directed automatically voids the guarantee with respect to orthopedic conditions.

LIMITATIONS OF GUARANTEE

The Health Guarantee does not cover the following, all of which are expressly excluded from the definitions of a "Genetic Condition" or "Orthopedic Condition." These exclusions are standard in responsible breeding and reflect conditions that are environmental, developmental, or outside the breeder's control:

1. **Injuries, Trauma, and Environmental Causes:** the following are not covered, as they result from factors unrelated to genetics:
 - Any condition caused by trauma, neglect, improper diet, obesity, over-exercise, injury, or failure to follow veterinary or breeder guidance.
 - Conditions influenced by environmental factors, rapid growth, illness, infection, over-vaccination, or failure to provide required supplements (including NuJoint DS).
 - Soft-tissue injuries, including sprains, strains, torn ACL/CCL, and growth-plate injuries.
2. **Common or Non-Hereditary Health Conditions:** these conditions are common in puppies and not considered genetic defects:
 - Internal or external parasites.
 - Allergies (food or environmental), minor skin issues, hot spots, and ear infections.

- Gastrointestinal upset, bloat, or stress-related conditions.
 - Communicable illnesses acquired after transfer (including, but not limited to, kennel cough).
 - Breed-specific or common conditions that are normal, correctable, or treatable.
3. **Orthopedic Conditions Not Proven Hereditary:** because many orthopedic issues are related to growth, activity, and nutrition, the following are excluded unless a licensed veterinary specialist confirms in writing that the condition is hereditary:
 - Mild or unilateral orthopedic findings that do not require surgical correction.
 - Panosteitis (pano), Osteochondritis Dissecans (OCD), or Hypertrophic Osteodystrophy (HOD).
 - Any orthopedic condition linked to improper nutrition, rapid growth, or owner mismanagement.
 4. **Reproductive and Developmental Conditions:** the following are not considered genetic defects:
 - Retained testicles and other minor reproductive irregularities.
 - Conditions related to spay/neuter timing or normal reproductive development.
 5. **Cosmetic Traits and Normal Variations:** Seller cannot guarantee cosmetic traits or how a puppy will mature. Therefore, the following are excluded:
 - Bite faults, coat characteristics, size, color, blaze variations, and other cosmetic differences.
 - Cosmetic or non-life-altering findings of any kind.
 - Show quality, adult size, temperament, or fertility.
 6. **Behavioral or Training-Related Issues:** behavior develops based on environment, socialization, and training. As such, all behavioral concerns, including but not limited to fearfulness, reactivity, anxiety, or training difficulties, are not covered.

SPAY/NEUTER GUIDANCE

Seller recommends avoiding elective spay/neuter before **24 months of age**, unless specifically purchased as a show/breeding dog. Early alteration voids any guarantees related to structure or growth.

RETURN POLICY & RIGHT OF FIRST REFUSAL

Buyer agrees the Dog will never be sold, leased, or given to a pet store, shelter, rescue facility, laboratory, or similar facility. Buyer may not sell, rehome, trade, or transfer the dog without Seller's written approval. If Buyer cannot keep the puppy at any time for any reason, Buyer must notify Seller immediately and Seller must be given first right of refusal to reclaim the Dog.

If Seller exercises this right, Buyer must return the Dog along with all registration paperwork, vaccination records, and microchip information. Buyer is responsible for transport or shipping costs.

GOVERNING LAW AND JURISDICTION

Buyer agrees that any dispute, claim, or disagreement arising out of this Agreement or the sale, health, condition, or ownership of the Dog shall be resolved exclusively through binding arbitration. Arbitration will take place in Crawford County, Illinois, and the laws of Illinois will govern. Buyer waives the right to file any lawsuit, including small claims actions, against the Seller in any jurisdiction. However, the Seller retains the right (but not the obligation) to pursue the Buyer for unpaid fees, chargebacks, or contract violations in small claims court in Crawford County, Illinois. The arbitration decision shall be final and binding, with no right of appeal.

ENTIRE AGREEMENT; NO ADDITIONAL WARRANTIES

This Agreement, together with the Puppy Sale Agreement executed upon deposit, which is incorporated herein by reference, constitutes the entire understanding between the Parties and supersedes any prior understandings or agreements, whether written or oral. No changes are valid unless in writing and signed by both Parties.

Electronic signatures shall be considered valid, binding, and fully enforceable as if original handwritten signatures were provided. The Parties consent to the use of electronic records and signatures in connection with this Agreement (including via Docusign, Adobe Sign, or similar platforms) and waive any objection to the validity of such signatures.

BUYER ACKNOWLEDGEMENT

The Buyer acknowledges that they have carefully reviewed this Health Guarantee Agreement in its entirety and fully understand the rights, obligations, and limitations set forth herein. The Buyer further acknowledges that all terms have been made available for review prior to execution and that this Agreement is intended to promote the health, welfare, and proper care of the Dog, as well as to maintain the integrity of the Seller's breeding program.

By signing below, the Buyer affirms their agreement to comply with all requirements of this Health Guarantee and understands that the effectiveness of the guarantee is contingent upon adherence to the conditions and responsibilities outlined above. The Buyer also acknowledges that they have had the opportunity to ask questions and seek clarification prior to execution of this Agreement.

Buyer's Signature: _____ **Date:** _____

Seller's Signature: _____ **Date:** _____