Timshell Farm — Buyer's Agreement

& Health Guarantee for Puppies — Version 2-6-2026

Type of Puppy (Check One):

- ☐ ***CavaPooChon:*** Cavalier – Bichon – Mini Poodle ($2850)
- ☐ ***Golden Cavapoo:*** Golden Retriever – Cavalier – Mini Poodle ($2850)
- ☐ ***Cavalier King Charles Spaniel:*** Purebred Cavalier King Charles Spaniel ($2500)

Male, Female, No Preference		Name	
Color/Coat Preference		Street Address	
Date of Deposit ($300)		City, State, ZIP code	
Pick Up or Delivery		Closest Major Airport	
Allergies in Family		Phone Number	
Preferences, Special Needs if any		Email Address	

This Agreement is for purchase of a puppy from Timshell Farm, located in Fredericksburg, Ohio. Puppies are bred using only healthy parent dogs that are tested and/or examined as appropriate and found to be free from hip dysplasia and other genetic defects, with "issue-free" temperaments.

Security Deposit, Terms and Fees

Non-refundable (except for reasons below) security deposit to reserve a puppy for purchase is $300. Buyer will specify which breed of puppy they prefer and acknowledges that the outcome is not guaranteed, but Buyer will be allowed to

move to another litter list if a match cannot be made in the litter specified. Buyer agrees to be flexible and accept coat color available and acknowledges that seller cannot guarantee size of puppy when grown.

The $300 deposit will reserve your spot on the desired litter list. Your balance will be due in full 1 week before delivery/Choose Your Puppy Day (Deposit is subtracted from purchase price). Puppies will go to new homes no sooner than eight weeks of age.

Wait lists will be kept in a first-come, first-serve order for the expected litters. Purchaser's name will be put on waiting list upon receipt of deposit. If there are not enough puppies in the litter, or if an expected litter does not arrive as anticipated, then the buyer's name will be placed on the list for the next available litter.

Sellers will provide Buyers with a puppy within one year of receipt of Buyer's deposit, and if this fails to occur, the security deposit will be refunded.

Purchasers agree that they will choose their puppy from weekly photos and videos unless they come to the farm to see the puppies themselves. Puppies will be selected according to needs, such as allergy-affected families getting the curliest-coat puppies, etc. as appropriate. Purchasers agree to be flexible and work with sellers in matching people with puppies.

The adult-dog weights given are estimates and cannot be guaranteed. Buyer acknowledges he/she is aware of the possibility that their puppy may not fall within these weight ranges when grown. Because this is a cross breed and is not a "standardized breed" there are no guarantees for size, weight or coat types when grown.

Sellers will endeavor to make the best match possible between puppies and people, using the preferences stated in this Agreement. Buyer will never be expected to take a puppy not wanted.

Special Note: We reserve the option to select a puppy from a litter after it has arrived, for "breeder's pick" for our breeding program.

Should a puppy require boarding after 8 weeks of age, buyer agrees to schedule for this ahead of pickup date. Boarding will include the next immunization(s), treatments and continued, daily, hands-on socialization.

Puppy purchase includes the following:

- Puppy folder with complete health record (list of vaccinations, deworming and diet instructions);
- Microchip Registration in buyer's name
- 3-year, written health guarantee against genetic defects;
- Sample food packs of puppy food; and
- Breeder advice for the life of the dog.

Puppy Transportation

Choose Your Puppy Day and Go Home Day. For Buyers who visit in person, Choose Your Puppy Day and Go Home Day take place on the same day. Puppies are chosen in order of deposit date and may go home at 8 weeks of age. The date on which the puppy is scheduled to go home is the "Go Home Date." Farm visits (outside of Choose Your Puppy day) are welcome by scheduled appointment.

Buyer-Arranged Transportation. If the Buyer does not pick up the puppy in person, the Buyer is responsible for arranging and paying for transportation directly with a third-party pet delivery service. This applies to all delivery, including delivery to a major Ohio airport. Timshell Farm is able to deliver your puppy to the airport for $250 should you choose a third-party per transport that requires it. Cleveland Hopkins International Airport (CLE) is the closest major airport to Timshell Farm. Third-party services we have worked with in the past include SkyPetz LLC, Furry Trails, and Legacy Pet Travel Services. Timshell Farm will provide contact information for these services and any paperwork needed for travel, but does not book, schedule, or pay for transportation. Third-party delivery must be scheduled in advance and requires pre-payment and advanced notice. The cost is set by the provider and paid by the Buyer. Airline and USDA shipping requirements must be strictly followed.

Required Notice. The Buyer must give Timshell Farm written notice of (1) the name of the transportation provider, (2) the pickup date, and (3) the pickup time window. Timshell Farm will release the puppy only to a transportation provider and at a time confirmed through this notice, or to the Buyer in person. Timshell Farm is not responsible for a missed pickup resulting from late or incomplete notice.

Boarding. Puppies are expected to go home on the Go Home Date, and Timshell Farm will care for the puppy at no charge for up to 7 days after Choose Your Puppy Day. If the puppy has not gone home by the end of that 7-day period, Timshell Farm may board the puppy at the Buyer's expense at a rate of $35 per day. Boarding fees are due in advance of pick-up. Any veterinary or other costs resulting from the Buyer's delay are the Buyer's responsibility. Buyers who need more time may ask about optional training or other care services, which are subject to availability and separate fees.

Failure to Take Possession. If the puppy has not gone home within 14 days or other previously agreed upon date, Timshell Farm may treat the Buyer as having forfeited the puppy and may re-home it, and all payments made will be retained by Timshell Farm.

Limit of Responsibility. Timshell Farm guarantees that your puppy will be in good health when it leaves our farm. Once the puppy has left our care, including while in the care of any airline or third-party delivery service, Timshell Farm is not responsible for delivery, travel, delays, or events that occur in transit. Our responsibility is limited to the health of the puppy as set forth in the Health Guarantee in this document.

Procedure to Secure Puppy

Complete the Buyer's Agreement and attach to e-mail to timshellfarm@gmail.com and submit $300 deposit to reserve your spot on a litter list. Puppy selection is conducted by date of deposit. We will send updates about the progress and the arrival of the litter.

Once the litter arrives, puppy photos and updates are sent out weekly, so that the families can watch the puppies grow. Puppy selections take place either the Saturday puppies turn 8 weeks old, if born on a Saturday, or the Saturday after the pups turn 8 weeks old. Special Note: We reserve the option to select a puppy from a litter for "breeder's pick" breeding program.

Methods of payment include:

- Venmo to @Andrew-Hershberger-6
- Check sent to 8427 Township Rd 635, Fredericksburg, OH 44627 - Buyer agrees to send picture of check to timshellfarm@gmail.com to confirm in advance
- Cash sent to 8427 Township Rd 635, Fredericksburg, OH 44627
- Online payment link available upon request

Health Guarantee

Timshell Farm guarantees your puppy to be free from infectious diseases for 4 days after puppy leaves our premises and guarantees puppies to be free from genetic problems for up to 3 years of age. Puppy will leave our facility clean, and in good general health.

De-wormings and immunizations set forth by our veterinarians will have been completed as listed on the Puppy Health Record (in the Puppy Folder). It is generally recognized that intestinal parasites and ear mites are common in puppies, and part of a puppy's early development, but we make every effort to prevent such parasites.

Often, the stress of change and travel can cause intestinal parasites to emerge after the puppy has left its mother. Buyer agrees to continue de-parasitization testing and treatment (if necessary) with their veterinarian (see below). De-worming will have been done at age 2, 4, 6, and 8 weeks of age (pyrantel pamoate, Panacur or Safeguard) and the puppy's first immunization will be administered at 7 weeks of age.

- New owners must take their puppy to their veterinarian within 4 days of receiving pup for examination, testing for worms, treatment for worms if necessary, and to schedule ongoing immunizations. Failure to have the puppy examined by vet within 4 days of date puppy was received by buyer, or if purchaser fails to provide required immunizations or de-wormings, this health guarantee will be void. If the purchaser's veterinarian finds the puppy to be in poor health, the veterinarian's written description of the problems must be

provided, dated within 4 days of the date purchaser received their puppy. With documentation by vet if a genetic defect is present, purchaser will be refunded price of puppy or given a replacement puppy. We will pay veterinarian fees up to the purchase price of the animal after vet has documented genetic defect present. Cost of exams and tests are responsibility of buyer. Seller is not responsible for the cost of treatment of worms or parasites.

- Genetic health faults are covered by this guarantee for 3 years. A written examination from veterinarian must state that genetic defect exists and be accompanied by x-rays and other testing as appropriate. Buyer must contact seller for consultation, PRIOR to treatments or surgery for genetic defects or other health problems, to review all possible treatments. Buyer must provide written diagnosis from examining vet and receipts.

- New owners agree to keep their puppy at home and away from other dogs, public places, parks and will use care in allowing others from outside their home to pet or touch the puppy. This protects the puppy from exposure to parvovirus and other infectious illnesses. New owners will not enroll the puppy in obedience training classes or take the puppy outside the home/back yard, until all immunizations are completed.

- Purchaser agrees to spay or neuter the puppy at 6 months of age, no later. Purchaser agrees puppy will not be used for breeding. Buyer agrees to send proof of spay or neutering to the sellers. Failure to spay or neuter at 6 months of age will result in cancellation of health guarantee. Frontiers in Veterinary Science have extensive studies concluding smaller breeds have no ill effects from early desexing.

- Buyer must keep growing puppy at a healthy weight appropriate for its size; must prevent harmful exercise that strains or negatively impacts joints; must feed their puppy a nutritious and quality brand of dog food that is specifically formulated for the particular type of dog.

- **TEMPERAMENT:** Buyer understands that puppies nip, chew, bark, and jump up. Buyer agrees to train the puppy to correct these behaviors and to be responsible for the puppy's ongoing socialization and behavioral training. Buyers inexperienced with raising puppies, and families with children under 6 years of age agree to seek professional help from a certified, in-home trainer within ten days of the puppy's arrival into the home. All buyers agree to consult with a professional trainer should there be continued negative behaviors. Seller does not guarantee for temperament.

Sellers and Purchasers agree to abide by the terms of this Agreement. Health guarantee is made part of the signed document.

Buyer's Name

Sellers: Marcus & Emily Hershberger, Timshell Farm

Buyer's Signature

Seller Signature:

Marcus & Emily Hershberger