

### **Purchase Agreement / Health Guarantee**

Thank you for choosing Buckeye Doodles for your new fur baby. This contract is written for the protection of both the breeder and the buyer but what we consider most important is the health and general well-being of the puppy. Please read the health guarantee completely before putting a deposit on a puppy. By putting a deposit on a puppy, you are agreeing to the terms and conditions within this contract.

This contract is entered into between Buckeye Doodles (hereinafter "seller") and (hereinafter "Buyer") \_\_\_\_\_ and is entered on this date: \_\_\_\_\_

Puppies D.O.B.: \_\_\_\_\_ Gender: \_\_\_\_\_

Sire Name: \_\_\_\_\_ Dame Name: \_\_\_\_\_

#### **Seller's Responsibility:**

1. The dog is in good health, free of known contagious diseases (This does not include umbilical hernia, worms, Giardia, Coccidian, ear yeast which are not genetic and are common in Puppies) and has had vaccinations required for its age at the time of this agreement.
2. Seller provides this guarantee for two years, beginning from the puppies' date of birth, against any debilitating congenital defects.
3. This health guarantee does not include, infections, bites, improper bite/malocclusion, hypoglycemia, recessed vulva, Giardiasis or Coccidiosis. It also does not include any illness due to ingestion of foreign objects, food, chemicals, or physical injury. This guarantee does not cover any health issues caused by neglect or injury from the buyer. This guarantee does not include minor illnesses and health issues such as colds, allergies, internal or external parasites, umbilical hernias, bone spurs or hip dysplasia. However, the breeder will disclose any known illnesses or health issues prior to the sale.
4. We do not cover cosmetic issues. No dog is perfect and some may come with their own individual flaws making each puppy unique in their own way.
5. If it is determined the puppy does have a congenital defect that is identified within two years of the puppies' date of birth, a complete refund of the purchase price of your puppy will be issued. Your puppy need not be returned to us provided there is documented support of his or her medical condition.
6. If the puppy should perish from a suspected congenital defect within 24 months of his/her date of birth, an autopsy must be performed at the buyer's expense by a licensed veterinarian acceptable to the seller's veterinarian. If the autopsy shows a congenital defect as the reason of death, the seller will reimburse the buyer the puppy purchase amount. This health guarantee is void if an autopsy is not performed, or in the event of an undetermined or inconclusive diagnosis.
7. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
8. It will be up to Buckeye Doodles, to decide when the puppy will be ready to go to its new home. Usually at the age of 8-10 weeks, depending on the breed, weight of the puppy and how easily it is weaned from the mother. We will not, under any circumstances, let the puppy leave before it is

ready. There is an additional \$10 a day charge for puppies kept longer than 8 weeks of age, unless other arrangements have been made.

9. The breeder does not guarantee size. We will give the buyer the weight of the puppy’s parents and the weight of other puppies out of that pairing. We can only give the buyer an educated guess as to full grown weight, there are too many variables besides genetics to take into account.

**Seller:**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Buyer’s Responsibility:**

1. The buyer agrees to pay the Seller a total sum of \$\_\_\_\_\_.
2. Seller requires a \$200 dollar deposit in order to hold the puppy of your choice. The deposit can only be in the form of cash, PayPal or Venmo (fees are paid by buyer). This deposit is non-refundable, unless there is a problem with the health of your puppy. In that case, the buyer will have their choice of a full refund or of transferring that deposit toward another puppy.
3. The buyer at their own expense has 72 hours to take the puppy to a certified veterinarian for an examination and forward this documentation to the seller within 48 hours to validate the warranty. If the puppy is found to have debilitating congenital defect, buyer must supply any requested veterinary records to the seller within 48 hours. The seller has the right to require a second opinion from a licensed veterinarian of the seller’s choice at the seller’s expense. If at that time the puppy is found to be unhealthy or unfit for sale, the puppy may be returned for a full refund - provided the puppy has not been injured or neglected. The veterinarian must provide a written statement deeming the puppy “unhealthy for purchase. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller’s veterinarian, the buyer waives all rights to a refund.
4. The buyer bears all costs relating to the sale of the puppy, including transportation. The risk of loss or injury to the puppy is the responsibility of the buyer after the puppy leaves the seller.
5. The buyer agrees that this puppy is sold as a family pet only and will never be used for breeding. Seller requires all puppies to be spayed/neutered by eight months of age, at Buyer's expense. Buyer agrees to provide Seller with written proof of said spay/neuter within seven business days after the procedure is performed. Buyer understands this procedure must be performed by a Licensed Veterinarian and documentation must reflect the same. Buyer understands failure to provide proof of sterilization once the puppy reaches eight months of age, will result in nullification of the health guarantee. Buyer further understands, any attempt on the part of the Buyer to use the puppy for breeding purposes whether purposely or accidentally will result in legal action for breach of contract. If pregnancy occurs whether purposely or accidentally the Buyer agrees to surrender the dog back to the Seller or pay the additional cost associated with breeding rights for the dog. Breeding rights may be sold to approved breeders, at Sellers discretion, for \$30,000.00. Should such actions take place, any/all legal fees associated with this matter will become the responsibility of the Buyer to include any/all Seller attorney fees. Any such litigations shall occur in the State of Ohio and any/all expenses related to travel will also be at the Buyer's expense.  
By initialing below the Buyer agree with the above statement.

Initials\_\_\_\_\_

6. The buyer agrees to return the dog to the seller, or allow seller to re-home dog/puppy, should it become necessary at ANY point during his/her lifetime. Our goal is to place our puppies in their "forever homes." The buyer agrees to never place a Buckeye Doodles pet in a shelter, pound, or similar facility or research laboratory. In the event the buyer cannot keep the puppy/dog any longer, we reserve the right to rehome the puppy/dog. We will return up to 50% of the re-homing fee to the original buyer at seller discretion. This is done to cover expenses incurred and/or time spent vetting the puppy's/dog's new family.

**Recommendations**

Buckeye Doodles highly recommends feeding your dog a quality dog food, and to keep your family pet at a healthy weight.

Buckeye Doodles recommends that you keep your puppy at home until after his/her final round of vaccinations have taken effect. When taken in public places, we suggest holding your puppy to avoid exposure from infectious diseases until your puppy has been fully vaccinated and immunity has taken place. Please do not expose your puppy to other dogs that are not vaccinated until he/she has completed the entire vaccination schedule.

Please be certain that you are ready for the time commitment and financial responsibility of a puppy prior to putting a deposit on one.

**Full and Final Agreement:**

By signing, Buyer agrees to all terms outlined within this contract. Both Buyer and Seller agree this represents the entirety of the agreement between both parties and no other representations have been made or implied regarding the Puppy.

**Buyer Information:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email \_\_\_\_\_

Signature

X \_\_\_\_\_ Date: \_\_\_\_\_