Jessica Baker

950 W Albion Street

Avilla, IN 46710

OnPointeDoodles@gmail.com

Final Agreement

**ATTENTION! Please, read carefully. If you have any questions, please, ask. We present this contract to you to ensure that we find life-long homes for our dogs by pairing them with appropriate families.**

This agreement is between Jessica Baker of On Pointe Doodles LLC hereafter referred to as

Breeder, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as Buyer.

This agreement refers to puppy color/name \_\_\_\_\_\_\_\_\_\_\_ whelped on \_\_\_\_\_\_\_\_\_\_\_\_\_.

Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter

referred to as Dog. The Breeder guarantees the Dog as follows:

1) The litter is produced with AKC registered parents who have undergone appropriate testing to ensure the overall health of your Dog. Our litters have selectively been bred with great detail given to good health, physical soundness, temperament.

2) To the best of the Breeder’s knowledge, this Dog is free of communicable diseases and birth defects and at time of sale the Dog was in excellent health. The Dog has received appropriate vaccinations, worming’s and general care to date. Buyer will be supplied with the Dog’s medical records.

 3) Even in parents that have genetic testing in place, there are no guarantees that health issues won’t arise in any particular pup from that pairing. However, the Breeder guarantees that if the Dog is diagnosed with a debilitating genetic disease (prior to the age of 2 years), the Breeder will give the Buyer another puppy from the next available litter upon return to Breeder of the original Dog and written veterinary confirmation of Dog’s diagnosis from two separate and unrelated veterinarians and approval by Breeder’s vet. Alternatively, should the buyer choose to not surrender the dog, seller will agree to pay for veterinary/healthcare related expenses of the puppy due to the debilitating genetic disease up to the purchase price of the dog (if diagnosed prior to age 2)

4) Buyer is encouraged to take the Dog to a licensed veterinarian within 48 hours after taking possession for a general health exam. If during this health exam the Dog is found to have a serious health problem, the Buyer must return the Dog with the Veterinarian’s written confirmation as to the health problem. Upon return of the dog along with the written Vet confirmation, the Buyer will receive another Dog of equal value if one is available, otherwise, the purchase price of the Dog will be refunded to the Buyer. Return of the Dog must be done within the 48 hours of Buyer’s Vet’s determination; otherwise, the Buyer forfeits any replacement or refund of the Dog.

5) Breeder will not provide a refund or exchange for any Dog injured or becoming sick (due to non-genetic disease) after leaving the Breeder’s premises. No refund, in part or in full will be given for the following: neglect, disorders that may be caused by environmental factors, for example: Coccidia, Giardia, Kennel cough, Cancer, Demodectic Mange, Scabies, growths, allergies and other autoimmune system disorders that are not covered in this guarantee. This guarantee does not include cosmetic issues, uneven bites, undropped testicles, or umbilical hernia. Buyers are required to limit the exposure of their Dog to other dogs and outside high traffic dog areas until the puppy is at least 16 weeks old and/or has been given its final puppy vaccination.

6) Buyer agrees to maintain preventative health care of the Dog including, but not limited to: annual vaccinations, treatment as needed for internal and external parasites, and heart worm preventative medication.

7) This Dog is being sold with the agreement that it is being placed with a Buyer who promises the Dog will become a member of the family. Breeder is selling this Dog, specifically, for home pet/companion purposes and the dog will live primarily indoors.

9) Buyer understands this Dog is being sold with a spay and neuter contract and this Dog is not to be used for breeding purposes. Buyer is financially responsible for spaying/neutering dog. Buyer will provide proof of spay/neuter by one year of date whelped in the form of veterinarian written statement and receipt of services. Failure to provide this can result in Legal actions with a breech of contract penalty of $5000. Should a litter be whelped, an additional $5000 penalty will be assessed as well as forfeiture of entire litter and purchased dog to breeder. This may be waived at sellers discretion for a fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Waived date\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10)In the event that buyer needs to surrender dog, buyer is to contact seller. Dog is not to be resold to a family that has not went through the application process. Finding a new home will be provided at no cost to buyer. No refund will be given to buyer.

11) In the event of any litigation/mediation/arbitration in connection with this Contract, by signing this contract, the buyer agrees to be responsible for breeder’s attorney fees. This agreement shall be governed by, construed, and enforced in accordance with the laws of Indiana.

12) Buyer understands that this is a non-transferable contract.

**I agree and will abide by the terms of this agreement**

Seller Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_Zipcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_