



DESCRIPTION OF PET DOG/PUPPY

The Dog sold pursuant to the terms of this agreement is an Australian Labradoodle understood to be companion pet only and not sold as a breeding prospect. Dog has been registered with the ALCA (Australian Labradoodle Club of America).

DEFINITION OF TERMS

Genetic Disorder: A condition diagnosed by a licensed veterinarian specializing in the condition with supporting evidence that the condition is, to the best of the veterinarian's knowledge and experience, genetic (inherited) in nature and not a result of environmental factors such as, but not limited to, Dog's weight, diet, injury, attending illness, etc.

Serious life-threatening condition: An illness or physical condition that renders the Dog's quality of life to severe pain and suffering or disfiguration.

Minor treatment: Treatment of a health issue that requires medication only and does NOT include surgical treatment of any kind.

Without Recourse: Parties have no option or alternative remedy.

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PET INSURANCE

Buyer agrees enroll in a minimum of one-month pet insurance. This will act as a bridge in taking ownership of new puppy. There are many unforeseen circumstances which can happen within the first days/weeks upon possession. In most states this is free for

one month. Seller has no obligation to maintain pet insurance beyond the initial one-month time period.

SHORT TERM HEALTH WARRANTY

Seller warrants that the Dog is in good health at the time of delivery to Buyer, to the best of Seller's knowledge and belief. Seller assumes no liability for injury of Dog during or after transport to Seller. The puppy has been checked by Seller's veterinarian and will come with a health certificate. The Buyer agrees to have puppy examined by a veterinarian of their choice within 3 days of date of ownership. This benefits both the Seller and the Buyer, ensuring the Buyer is receiving a healthy puppy and the Seller has sold a healthy puppy. The Buyer must send a general health report to the Seller for this warranty to be valid either by fax or e-mail. If there is no proof of a vet exam and something is wrong with the puppy after 72 hours, the Seller will take the puppy back without an exchange or monies refunded.

* Buyer has FIVE (5) days from the time of receipt of Dog to request returning Dog for a full refund provided the puppy has not been taken out in public places (due to the possible exposure to parvo before vaccinations are complete). Any request to return the Dog to the Seller for a full refund must be made within this time period and may only be requested should the Dog be examined by a veterinarian and found to have a health issue of such serious nature that the life of the Dog will be shortened or seriously threatened.

* Minor health ailments including, but not limited to, fleas, worms, or stress induced diarrhea due to the Dog's transition from the Seller's home are not reason for Dog to be returned to Seller. Proof of a pre-existing ailment or condition that requires minor treatment and will not alter or shorten the Dog's life will be reason for Seller to reimburse Buyer for the expenses associated with medications treating that ailment or condition. The parties agree that vet fees for exam and diagnosis are not refundable.

* Any issue discovered within 5 days of receipt of Dog requiring surgical treatment will require two independent veterinary reports stating the nature of the issue and recommended treatment. Reports must be provided to Seller before any agreement to refund money is provided. Refund up to 1/2 the pet fee paid will be provided if Buyer keeps pet and is treated. Shipping fees for returning a dog found to have a serious issue in this time frame will be paid by the Seller.

* In order for reimbursement of fees, Buyer must have Seller's pre-approval for reimbursement of treatment fees PRIOR to Dog's treatment.

HEALTH MAINTENANCE

* Buyer agrees to maintain this Dog in good health and provide routine preventative health care. Routine preventative health care includes, but is not limited to, minimal vaccinations, and safe parasitic control.

Please note: Using COMFORTIS, TRIFECTIS, NEXGUARD or BRAVECTO FLEA & TICK products will void this warranty as these have been associated with deaths. If any preventative care has not been provided, health warranty will be void.

GENETIC HEALTH WARRANTY

Seller warrants that, to the best of Seller's knowledge and belief, the Dog is in good genetic health. This genetic health warranty extends for two years from the date of birth of Dog.

* In the event that Dog is diagnosed, within the warranty period, with a genetic disorder that is a serious life-threatening condition, Seller will reimburse Buyer the veterinary costs for treatment of that condition up to 1/2 the purchase price of the Dog, if Dog is kept by Buyer, OR provide an additional Dog to Buyer for 1/2 the pet price from an agreed upon litter with availability. Two independent veterinary examinations and reviews must be provided to Seller confirming the genetic disorder. Reimbursement of veterinary fees is provided to Buyer upon receipt of copies of the medical reports. Reports must state the treatments provided, and fees for the treatments. Seller will only reimburse for fees directly related to treating the genetic disorder or condition and will not reimburse for costs associated with diagnostics or testing. Seller will not be held responsible for the development of faults, diseases or disorders which are the direct result of environmental factors, vaccinations, or Buyers negligence. Buyer understands if they choose to keep the dog and medical treatment expenses exceed 1/2 the value paid for dog, Seller is not liable for those fees.

COAT TYPE WARRANTY

Seller has made a reasonable judgment regarding the eventual adult coat of the puppy. However, as unexpected situations can and do occur, this judgment does not guarantee the eventual adult coat nor is there a guarantee of the eventual allergy-friendliness, degree of shedding, texture or color of the coat at maturity. Owner further agrees that puppy size and color are not predictable and no promise or warranty regarding size, color, coat appearance or texture, or any physical/behavioral trait, is made by Breeder. Owner understands there is a risk that their puppy may shed, coats can get lighter or darker, and puppies can grow larger or smaller than estimated by Breeder.

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ALLERGIES

The genetic health warranty does not cover skin/food/environmental allergies. We have no control of the things your dog may be exposed to such as the food you choose to feed, physical stresses, vaccination combinations or timing of vaccines given, or environmental factors that may trigger allergies.

DENTAL

We do not guarantee perfect teeth in our dogs and do not cover dental and orthodontics for minor teeth/bite issues such as an under-bite or base narrow canines. Only in the most extreme situations are bite issues serious and life-threatening which warrant medical intervention. Cosmetic correction for teeth/bite issues with the dog will not be covered under this warranty. Removal of base narrow lower canines that cause minor discomfort until the puppy tooth falls out will not be covered under this warranty.

HEART

Seller does not warrant any heart murmurs grade 2 or less in puppies. Refund or return is available on a stage 3 and above heart murmur. Level 2 or less murmurs are likely to resolve on their own. Most puppies can have a soft murmur at a young age, and most go away on their own by the time the puppy is four to six months old.

SPAY/ NEUTER

This Dog is sold as a companion pet only, NOT for breeding purposes. Buyer agrees to have Dog sterilized no later than the Dog's 9-month birth date, at Buyer's expense. Sterilization must be done by traditional spay/neuter, or ovary sparing spay, or vasectomy. Buyer must provide Seller proof of sterilization showing the name and address of veterinarian performing surgery, name of Buyer, Dog's name, DOB, and microchip number. This must be emailed or faxed directly from the veterinarian's office. Proof will be provided to Seller no later than Dog's 10-month birthdate. It is the responsibility of the Buyer, not the veterinarian, to ensure the Seller has received verification of sterilization surgery. Failure to comply by the time this puppy reaches 9 months of age will be considered breach of contract and will void all warranties provided in this contract. Failure to sterilize will result in Seller reclaiming the Dog without compensation to the Buyer and/or an additional \$15,000.00 fee will be owed to Seller by Dog's 10-month birthdate. This is the fair market value for an intact Australian Labradoodle. If necessary, legal action will be taken to collect damages and fees and Buyer will be responsible for all legal fees for both Seller and Buyer. Upon receipt of sterilization papers, the ALCA registration papers and pedigree information for Dog will be sent to Buyer.

VACCINATIONS

Buyer has been provided with information regarding the potential risks of vaccinations and provided recommended vaccination protocol.

* Health issues that can be the result of vaccinations including, but not limited to: sarcomas, tumors, auto-immune disorders, thyroid disease, allergies & seizures, will not be covered under the genetic portion of this warranty.

* Buyer agrees to not allow anything greater than a 4-way vaccination to be administered to Dog.

* Buyer agrees to not allow Lepto vaccination to be administered to Dog unless given 2 weeks before and/or 2 weeks after any other vaccinations.

* Buyer agrees to not allow vet to administer any vaccine if the Dog's system is under duress from other physical health issues including but not limited to: parasites in the intestinal system, injury or illness.

* Buyer also agrees to not have the rabies vaccine administered at the same time as any other vaccine, but to allow at minimum two week from the last vaccine date before having rabies vaccine administered to Dog.

LIMITATION

The parties agree that any claim by Buyer for reimbursement from Seller, for any reason, shall be cumulative and that once half the price of the Dog has been reimbursed, Seller has no further liability to Buyer. The parties agree that this warranty is the full and maximum financial liability Seller may owe Buyer, or for the health of the dog.

TEMPERAMENT & TRAINING

Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc.). Buyer is responsible for appropriate training of Dog to correctly teach acceptable behaviors and is responsible for proper socialization of Dog.

* Buyer agrees to provide obedience training to Dog no later than 16 weeks of age and continue with training as long as necessary to establish a solid foundation for a well socialized puppy.

* Should Buyer not be successful at obedience training or training of negative behaviors independently or with the help of a certified dog trainer, Buyer agrees to seek further professional help from a certified animal behaviorist.

* Behaviors that develop due to lack of proper training and socialization are not the Seller's responsibility. Seller does not claim to be an animal behaviorist or professional trainer and recommends seeking professional help when training questions or needs arise.

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TEMPERAMENT & TRAINING cont.

If Dog exhibits inappropriate aggressive behavior that is not correctable by professional intervention by the age of 12 months, Seller agrees to assist in re-homing the first dog.

- * Seller will provide Buyer with another puppy for 1/2 the purchase price.
- * All shipping fees for replacement puppy are assumed by the Buyer.
- * Professional documentation must be received from two certified behaviorists stating the nature of the Dog's behavior and the attempted behavior modification utilized before replacement will be provided. If trainers indicate that issues are the result of improper training/raising of Dog or the direct result of Dog's environment, Seller is not responsible for replacing with another puppy.

IF at any time in its life, the puppy is to be sold or given away, the Buyer shall notify the seller and give the Seller first option to take puppy back. If Seller places puppy with new family, any amount of refund to the Buyer will not exceed 1/2 of purchase price, less reservation fee, less any reasonable expense for veterinary care and/or advertising expense. There is no guarantee of any money being refunded to Buyer.

SPECIAL CONDITIONS

The parties agree that this contract was made in the State of North Carolina and agree that it shall be governed by and construed in accordance with the laws of the state of North Carolina and the parties agree to submit to the jurisdiction of the courts of the State of North Carolina in Wake County for any dispute arising from this contract or transaction. Each party will bear its own costs of litigation, except for breach of contract arising from designated provisions of this contract.

- * The parties agree to attempt to resolve conflicting issues through impartial mediation prior to submitting the matter for litigation. The cost of mediation shall be shared equally between the parties and the selection of a mediator shall be by mutual consent.
- * Buyer agrees to indemnify and to hold Seller harmless from any liability, suit or action of any kind arising out of a breach of this contract, unless specifically noted here.

* Buyer agrees that the completion of the puppy purchase will be at the time spay/neuter proof has been provided to Seller and Seller will provide ALCA registration paperwork to Buyer within 90 days of that date.

Warranties shall apply only to original Buyer. Transfer of dog ownership shall void all such provisions of this agreement.

Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential, incidental or special damages resulting from or in manner related to the dog.

Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer.

No changes will be binding on either party to this contract except as agreed upon by both parties in writing.

Buyer has paid Seller the sum of \$400.00 Reservation Fee and \$2,200.00 Final Payment before the transfer of possession, which is the total companion pet price for dog.

FULL AND FINAL AGREEMENT

The parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the Dog described above.

BUYERS' signatures and date:

____ / ____ / _____

SELLERS' signatures and date:

____ / ____ / _____

STERILIZATION REQUIREMENT

IMPORTANT FOR ALL FAMILIES PURCHASING A PUPPY TO UNDERSTAND.....

There are a lot of opinions regarding the age of sterilization for dogs and you will likely hear one from your vet, another from a friend, another from your groomer, and yet many others voiced online. As is true with almost any medical or health issue, there are many opinions about sterilization, from the age it is best to do it, to the risk of health issues when done too late, or too young, to what is the best method.

We also have our opinion of sterilization and our contract reflects what we are comfortable with. This is with great consideration for our puppies as well as protecting our breeding program and reputation. When you purchase a puppy from us, you will be agreeing to our requirement when you sign the health warranty at the time of purchase of your puppy. If you do not agree with our opinion or have issues with the requirement, then purchasing a puppy from us should not be pursued. We will not discuss altering the contract requirement after you have received your puppy. Our policy has been fully communicated on our website as well as our contract being available for review at any time.

Our puppies are sold as companion pets only. Sterilization surgery is required by the time your puppy is 9 months of age. You will need to provide us proof of sterilization by the 10-month birth date of your puppy. Proof that is not provided by this date will be cause for legal action to be taken for the breeding value of the dog and damages to our program and reputation. We sincerely hope this is not something that needs to be pursued as we enjoy our families and want wonderful, ongoing relationships with everyone. You have hopefully thought through our sterilization requirement well before this time.

We appreciate you respecting the agreement you enter with us when you purchase a puppy. We want our puppies to have wonderful lives with their families and if they were not intended to be a breeding dog, then they need to be safe as a sterilized companion dog.

So, what sterilization options do you have to consider? Traditional spay or neuter is what most of the vet's practice, however, there are options for you to consider. If you are concerned about the hormonal impact to your dog with traditional spay/neuter, you can opt to have an OSS (ovary sparing spay) performed, or vasectomy. These options may cost more, and you will likely need to seek out a vet who is trained in those surgical options. Any of the above are suitable methods of sterilization for meeting the

requirements of your agreement with us. Please do your research on the pros and cons of each, as there are pros and cons for all.

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