

# CENTRAL FLORIDA BERNEDOODLES

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This agreement made on the 20th day of January 2021 by:

Buyer Name : \_\_\_\_\_ Buyer Email: \_\_\_\_\_

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

Seller Name: Central Florida Bernedoodles

Seller Address: 17316 Fosgate road, Montverde, FL 34756

Seller Email: [jaimie@centralfloridabernadoodles.com](mailto:jaimie@centralfloridabernadoodles.com)

Upon payment of the sum \$3,500.00 paid by Buyer to the Seller ("Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer.

Name of Dog; To Be Determined

Breed: Golden Mountain Doodle

Sire Name: Dante (Bernese Mountain Dog)

Dam Name: Willow (Goldendoodle)

Bred by seller: Central Florida Bernedoodles

State of Health: Health Certificate to be provided at 8 weeks

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Date \_\_\_\_\_ Signature of Buyer \_\_\_\_\_

Date \_\_\_\_\_ Signature of Seller \_\_\_\_\_

## TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees: Buyer has paid a deposit of \$500.00 with payment of the balance due upon release of the Dog. The expected pick-up date is April 10, 2021, or such other date as the parties may mutually agree. Payment of the final balance may be made by cash, cashier's check, Zelle, credit

card or direct bank transfer. checks payable to: Kristina McLean (all checks must clear prior to puppy pick-up).

2. Buyer has agreed to pay \$500.00 and a puppy will be placed on hold immediately. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if: (a) Buyer fails to complete the purchase Of the dog for any reason, (b) Buyer fails to pay the balance price within 7 days of the agreed deliver date. In either event, seller shall be free to sell the dog to another party. In the event that the dog is not available due to sickness, death, or any other circumstance owing to the fault of the seller, the buyers deposit will be, at the buyer's option, either refunded, or be transferred to the next litter of puppies. A boarding fee of \$20 per day will be charged for each day the dog is boarded by the seller past the pick-up date.
3. Transfer of ownership and registration: Upon payment info of the purchase price the seller, at the sellers sole cost, shall take all actions required to officially transfer ownership and registration (if any) of the dog to the buyer.
4. Seller's representation and warranties: Seller represents and warrants to buyer that: (a) seller is the legal and true owner of the dog, and (b) seller has full right and authority to sell the dog, and (c) the dog is being sold free and clear of any lien, security interest, charge or other encumbrance, and (d) Seller guarantees that the dog is a mixed breed dog (offspring of a pure bed sire and a mixed breed damn: set out on page 1 of this agreement), and (e) The dog is in good health and free of communicable diseases at the time of the sale. Buyer has two days from the delivery date to have the dog examined by a licensed veterinarian at the buyer's sole cost. If the dog fails the examination, buyer may return the dog at the buyer's expense, with a written statement from the veterinarian, for a full refund. Failure by buyer to have the dog examined within the two day period, will nullify this warranty. If buyer chooses to keep the puppy, no replacement will be given, and all medical costs and treatment are the sole responsibility of the buyer. This health guarantee will be Null and Void.Exclusions: This guarantee does not cover cherry Eye, entropion, ectropion, allergies, undescended testicles, loose knees or hips, stenotic nares, elongated soft palate, umbilical

hernia, dermatitis or demodectic mange. Seller will not replace a Puppy due to heat stroke abuse or neglect or improper socialization.

5. The parties except and agree to be bound by the attached terms and conditions governing the purchase and sale of the dog.

Buyer agrees that they have thoroughly researched the breed and understand the many health issues they can possess. Buyer is responsible for all medical costs of their puppy. No refunds will be given. This guarantee covers only the original buyer and is not transferable. To ensure that buyer does not euthanize the dog or take it to a shelter the seller will take dog back at any time during the dogs lifetime. Seller will not issue a refund or provide another dog to buy her unless the dogs return was a result of any misrepresentation on part of the seller with respect to the dogs health.

### **Fitness of Purpose**

The dog was bred as a companion animal, and the seller does not provide any warranty as to the dogs fitness for any specific purpose: including obedience trials, show ring performance, and/or breeding purposes.

1. Buyer understands that the dog is being sold without AKC registration as it is a mixed breed.
2. The dog will reside with buyer as companion pet to the buyer and buyers family.
3. Buyer will keep the dog in an enclosed area of adequate size and will not allow the dog to roam at will.
4. Buyer will not keep the dog chained or tethered or permanently housed in a kennel.
5. Buyer will provide the dog with nutritious food and necessary veterinary care including deworming, heartworm prevention, and regular vaccinations including rabies.
6. Buyer is not acting as agent for any other person or business in the purchase of the dog.

7. Buyer will not sell, give, or release the dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
8. In the event Buyer sells the dog to a new owner the buyer shall ensure that the new owner agrees in writing to comply with the terms of this agreement.

**Indemnity and release**

If any action or failure to act on the part of buyer shall result in any claim, suit, loss, damage, injury, death, or liability, buyer agrees to defend, indemnify, and hold seller harmless, and to pay all of sellers costs and expenses, including reasonable legal fees, any amount paid, and settlement and any award or judgment with respect thereto. Buyer releases seller from any and all liability, costs, or damages caused by the dog after placement with seller, including, but not limited to, damage to or destruction of property, and injury to any person.

**Limitation of Action**

Any action or claim brought by buyer against seller for breach of this agreement or four loss due to negligence must be brought within one year of the date such a claim or loss occurs.

**Governing Law**

This agreement shall be governed by and construed in accordance with the laws of Florida.

*The parties accept and agree to be bound by the terms and conditions governing the purchase and sale of the Dog.*

Date \_\_\_\_\_ Signature of Buyer \_\_\_\_\_

Date \_\_\_\_\_ Signature of Seller \_\_\_\_\_