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Mandy Peters- Breeder

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Mulberry River Poodles and Doodles, LLC.

***Puppy Health Warranty, Purchase Agreement, Spay/Neuter Contract***

**This contract is between:** (Hereafter “Seller”) and

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| --- |
|    |

(Hereafter “Buyer”) and is entered on this date:

|  |
| --- |
|   |

**Pertaining to:**

|  |  |  |
| --- | --- | --- |
| Puppy Collar Color or Name:   | Birthdate: | Sex: |

|  |  |  |
| --- | --- | --- |
| Sire: | Dam: | Color: |

**Deposit, Payment of Purchase Price, Fees**

Buyer has paid a nonrefundable deposit of $\_\_\_\_\_\_\_\_\_\_\_, with payment balance of $\_\_\_\_\_\_\_\_\_\_\_\_ due upon release of the Dog to Buyer. The expected pick up date is \_\_\_\_\_\_\_\_\_\_\_\_, or such other date as the parties may mutually agree.

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, or

 B. Buyer fails to pay the balance of the purchase price on the agreed pickup date.

In either event, Seller shall be free to sell the Dog to another party.

In the event that the chosen Dog is not available due to sickness, death or any other circumstances owing to the fault of Seller, Buyer’s deposit will, at Buyer’s option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of $50.00 per day will be charged for each day the Dog is boarded by Seller past the agreed pickup date.

**Seller's Responsibility:**

1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the

 following:

 A. Age-appropriate immunizations

 B. Deworming

 C. Health Record

 D. Health Certificate (if needed for travel)

2. The Seller provides warranty against debilitating congenital defects for a period of one (1) year after the date of sale. A. Seller guarantees all possible steps have been taken with the sire/dam selection and breeding to prevent hereditary issues.

 B. Debilitating congenital defects are defined as those present since birth that are either life-threatening, or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

 C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).

 i. Buyer must supply any requested veterinary records related to the dog’s condition to the seller within seven days of diagnosis.

 ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s choice at the Seller’s expense.

 iii. If necropsy is performed and results are undetermined or inconclusive diagnosis, warranty is void.

 D. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.

 i. Original puppy need not be returned, provided there is proper documentation of congenital issue.

 ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-18 months.

 iii. Color or gender is not guaranteed

 iv. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.

 E. 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 replacement puppy.

 F. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), and cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.

 G. No warranties or guarantees, expressed or implied, are made under this contract except as stated.

 H. This warranty is non-transferable.

3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any

 Veterinarian and/or health care expense.

**Buyer's Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of $ \_\_\_\_\_\_\_\_\_\_. This fee does not include shipping. If shipping is

 required, the Buyer agrees to pay $\_\_\_\_\_\_\_\_\_ for shipping, which includes a travel crate and a health certificate.

2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to

 the above animal is on the Buyer at all times after the puppy leaves the Seller.

 3. The Buyer agrees to have the puppy examined by a licensed veterinarian within **ten (10) business days** of taking

 possession.

1. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer’s cost, for a full refund.

B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.

C. If the puppy is not taken to a licensed veterinarian within ten business days of taking possession, the

 health warranty is void.

D. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that

 the exam room is properly disinfected before the appointment.

E. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to

 putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe.

4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is

 diagnosed, even if the puppy has parasites present when sent home.

 A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please

 do not buy a puppy.

B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate

 this).

C. Most parasites can be contagious, and it is possible that other dogs in the house can get them.

D. Do not let your other dogs eat the puppy’s feces and clean it up immediately using proper cleaning chemicals.

5. The buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but

 is not limited to:

 A. Housing the puppy indoors

 B. Feeding only a premium quality, complete food intended for dogs

 C. Maintaining their puppy at a healthy weight

 D. Having their puppy seen by a licensed veterinarian for a wellness exam annually

 E. Taking their puppy to the licensed veterinarian if he or she gets sick or is injured

 F. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association G. Administering heartworm preventative medication.

6. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of

 owning their dog.

7. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize

 joint damage as puppies develop.

 8. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for

 any reason and $250.00 will be kept by the Seller for a Rehoming Fee, as well as the Nonrefundable deposit if one

 was made. The Buyer will determine how the dog will be rehomed.

9. The Buyer agrees to **NEVER** place their puppy with a rescue group, in a shelter, pound, or similar facility or research

 laboratory.

10. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of

 reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

11. The Buyer agrees to utilize the one month FREE subscription to Trupanion Pet Insurance provided by the Seller.

 If the one month FREE subscription is not utilized, the health warranty is VOID.

**Spay and Neuter Contract:**

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy.
2. **STERILIZATION:** Our puppies are **sold as pets and buyers are required to neuter/spay by six months of age.** Exceptions can be made if the puppy is undersized at that age but must be reported to the SELLER.  **We recommend to spay/neuter your puppy around 4 months of age**, preventing any behavioral issues with males and avoiding the first heat cycle in females. Any pet purchased that is not sterilized and is found to be used for breeding, whether intentional or accidental will be in breach of this contract and is punishable by law and you will be required to pay for breeding rights, which is double the puppy price, plus any legal fees that the SELLER pays.
3. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches **9 months of age.**
4. If the Seller does not receive this documentation within this time, the health warranty will become null and void.
5. Our health guarantee is for hereditary, genetic faults with HEART, LIVER, KIDNEYS, not for stress related issues or

 accidents. By signing below I understand that I am responsible for all veterinary care and understand we do not

 offer any type of reimbursement for this. The maximum Mulberry River Poodles and Doodles, LLC. will cover on

 any claims with this guarantee is only up to the price of the puppy.

1. Other exclusions to this guarantee:

 Reactions to vaccines, over vaccinating, food or environmental allergies, reactions to flea/tick treatments, any eye or eyelid problems that appear AFTER the first vet check.  Seller does not

 guarantee the coat, color, size, temperament of puppy or previous AKC ancestors DNA (which is out of

 our control).

**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 puppy described above.  This guarantee is non transferrable.

**This contract shall be governed by the laws of the State of Arkansas here in Franklin County.**

**By signing this contract, I agree to all of the previous terms of the contact and warranty:**

**Buyer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Buyer Signature:**

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

**Seller/Breeder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Seller/Breeder Signature:**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**