

Doodles of Cypress Contract For Purchase Agreement and Health Warranty

This is a binding, legal agreement between Jennier Nichols/Charne Nichols,
hereafter referred to as "Breeder," and,
hereafter referred to as "Buyer."
The Buyer has placed a non-refundable reservation fee of \$400. The remaining purchase price is due at any point before Go-Home or at Go-Home.
The Puppy purchased by the Buyer is:
Litter Name:
Gender: M / F
Microchip #:

Two-Year Health Warranty

Doodles of Cypress guarantees at the time of delivery that your puppy is in good health. Prior to departure, all Doodles of Cypress puppies are examined by our Veterinarian to ensure health and vigor. All puppies are dewormed, if a positive fecal is taken, at appropriate intervals (weeks 4, 6, and 8), receive appropriate vaccines and are microchipped. A fecal test is performed on three puppies from the litter (if three of the puppies are clear OR have worms, you can expect all the others to be the same, living in shared space), proper deworming protocol (if needed) and a full

body exam (ears, eyes, mouth, bite, teeth, heart, etc.). Your puppy folder has your Microchip Information, Vaccine record, and deworming schedule to take to your Veterinarian.

THE FOLLOWING CONDITIONS APPLY TO THE SALE OF THE AFOREMENTIONED PUPPY:

- 1. All puppies are examined by a licensed Veterinarian and given a clean bill of health before they leave our home. To the best of the Breeder and Veterinarian's knowledge, the puppy has no known diseases or illnesses. This puppy is guaranteed at delivery to be free of untreatable, TESTABLE, GENETIC health conditions. In order for this guarantee to be valid, the buyer must take the puppy to a Licensed Veterinarian of their choice for the puppy's well check-up within 3 days of delivery. If at this initial puppy checkup, the puppy is found to have a disease that is untreatable or found to have a hereditary disease that is able to be tested for, a letter from the Licensed Veterinarian stating the problem must be presented to the seller within 5 days of delivery. In this case, the puppy will be returned to the Breeder within 7 days and the buyer will be offered a replacement puppy, if available. If not available, the buyer will be placed back on the waitlist (at the top, but below the Program's permanently held 1st /2nd pick spot(s) for every litter) and will await the arrival of a new litter for a replacement puppy. Transportation of the returned puppy is the responsibility of the buyer. Veterinary and Medical care and its associated costs are the sole and exclusive responsibility of the Buyer. Reimbursements are not offered, instead we offer puppy replacement.
- 2. Buyer agrees that they are required to sign up for a free trial of Trupanion pet health insurance. Buyer agrees that if for some reason they are unable to sign up online at the conclusion of their Go-Home appointment, they must complete the Trupanion sign up/registration over the phone before the end of day of Go-Home, and failing to do so will void their 2 year health guarantee.
- 3. The Sire and Dam of this puppy have been examined and cleared of Hip Dysplasia, Elbow Dysplasia, and Heart Defects and have the OFA and or PennHip evaluations to prove it (PennHip/OFA Hips, OFA Elbow, OFA Basic Cardiac evaluations). The best possible care has been taken to breed the healthiest dogs possible with pedigrees indicating years of good genetic health history. In the event that your dog should have a hip, elbow, or heart genetic defect, we do offer a warranty. Doodles of Cypress offers a two year warranty on any puppy with clinical signs of Hip Dysplasia or Elbow Dysplasia with a preliminary OFA report confirming either moderate or severe Hip Dysplasia or grade II or III Elbow Dysplasia. A copy of the X-Ray must be furnished to Doodles of Cypress's Veterinarian. The puppy is also warrantied until the age of two years for Genetic Defects of the Heart. If there is a genetic Heart Defect, the diagnosis must be confirmed by a letter to Breeder or Breeder's Veterinarian from a Board Certified Cardiologist

stating that in his/her opinion this condition is congenital. We also require the option for us to request a 2nd and 3rd opinion at a veterinarian or veterinarians of our choosing, at the cost of the buyer, for any attempt at exercising this warranty. In the rare event of a confirmed **Genetic Defect before the puppy is 2 years old**, as listed above, the Buyer can return the dog to the Breeder, should they choose to, for a replacement puppy. The return of the original puppy is not mandatory in order to exercise the warranty in receiving a replacement puppy. **Transportation, Veterinary and Medical care and its associated costs are the sole and exclusive responsibility of the Buyer.** Please understand THIS is the SUM COVERAGE under the 2 YEAR HEALTH GUARANTEE: GENETIC hips, elbows, heart, or other TESTABLE, GENETIC UNTREATABLE conditions.

- 3. Breeder reserves the right to have the puppy/dog examined by our Veterinarian, acquire DNA testing or check microchip to determine the dog or puppy is one of our lineage and health status before issuing a replacement puppy.
- 4. Breeder encourages BUYER to educate themselves regarding the potential risks of Vaccinations, Dog Food, Pesticides, Aerosols, Fungus's, etc. Documents explaining these are included on the Breeder's Website under the tab "More" and then under "Go-Home Documents." Buyer agrees that they have reviewed ALL the documents contained in this portion of the website and consider themselves fully informed. All are Environmental triggers to avoid with your puppy. Because of these unknown environmental exposures, Breeder cannot be responsible for Sarcomas, Tumors, Autoimmune Disorders, Thyroid Disease, Stomach issues, Liver issues, Allergies and Seizures. Vaccine related Allergy and Seizure issues that result in itching or seizures can occur up to two months after administered vaccine. Breeder cannot be held liable for any of these conditions as they can be caused by unknown environmental triggers/unknown environmental foods/substances that are out of the Breeder's control. It's the opinion of most holistic veterinarians that the vast majority of immune-mediated diseases, including IMT, are triggered or exacerbated by vaccines, particularly bactrins (vaccines against bacterial organisms, such as the leptospirosis and lyme vaccines), as well as killed vaccines (rabies vaccine). Sometimes it's a vaccine alone that triggers immune disease in a pet. More often, it's vaccinations coupled with other medications, environmental toxins, poor quality diet, and other lifestyle stressors. The strength and balance of every animal's immune system is different, so there's no way to predict - unless your dog has had a reaction in the past -- how much danger your pet is in from exposure to the modified virus contained in any given vaccine or the many toxic ingredients it also contains. Your PUPPY needs all the core puppy vaccines and boosters. Vaccines should NEVER be given closer than 3 weeks apart. We have included on our website under "More" and then "Go Home Documents" more information regarding vaccines, including risks and benefits of vaccines, and finally, the suggested vaccination schedule provided by a local respected Veterinarian.

- 5. Buyer agrees to not allow Veterinarian to administer any vaccine if the puppy/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 agrees to not have the rabies vaccine administered at the same time as any other vaccine, but to allow a minimum of three weeks from the last vaccine date before having rabies vaccine administered to puppy. Buyer agrees to space out all series of vaccines by at least 3 weeks. Buyer agrees that if they choose not to vaccinate, breeder is not held responsible for resulting illnesses/diseases.
- 6. Buyer agrees the puppy is not being purchased for resale, will never be sold to a pet shop or puppy mill, and will never be used for scientific research.
- 7. Buyer agrees to return the dog to Breeder or allow Breeder to re-home dog should it become necessary. Breeder should be the first contact if Buyer can no longer keep the dog. Breeder offers a lifetime re-home policy. If Buyer re-homes the dog without Breeder's permission, the Health Warranty is void. Breeder never wants one of Doodles of Cypress's dogs to end up in a shelter, rescue or to be bounced from home to home. Breeder will take the dog back and do the proper screening of the prospective families to find a forever home for the dog. All transportation/return costs are the Buyer's strict responsibility. If Buyer decides to attempt to re-home/sell puppy/dog on their own and does not return to the Breeder, the Breeder reserves the right to take legal action against the Buyer. Due to the fact that the Breeder is taking full responsibility for the re-homed dog, and in fact the re-homed dog may end up NEVER leaving the Breeder's care due to inability to re-home (for whatever reason), AND there is no way to predict the Breeder's costs that will be involved including boarding, feeding, medical, training, etc. costs, reimbursement for returned/re-homed dog is NOT provided.
- 8. Buyer agrees to keep puppy on Inukshuk 26/16 <u>or other high quality dog feed</u>. A balanced home cooked meal or raw diet is also acceptable. NO GRAIN-FREE DIETS or Buyer voids this health guarantee. Breeder HIGHLY SUGGESTS that Buyer keep the puppy on WHATEVER FOOD IS BEING FED AT GO-HOME FOR AT LEAST 6 MONTHS to avoid gastric/intestinal upset/issues.
- 9. <u>Doodles of Cypress puppies are sold on a Strict Non-Breeding contract</u>. Buyer agrees that this dog purchased from Doodles Of Cypress will NOT be used to breed. Buyer agrees to spay or neuter this dog at 12 (twelve) months of age unless other arrangements have been made with the Breeder. New research has come to light stating that allowing a dog to reach sexual maturity before neutering or spaying has essential benefit to connective tissue including joints, bones, etc. Buyer agrees NOT to spay or neuter PRIOR to 12 months and to not wait longer than 20 months. Buyer must send proof to Breeder via e-mail or regular mail. Upon completion of our application and execution of this contract, Buyer agrees this dog is being sold as a Pet and will never be used for breeding. Should a female dog come into heat prior to their 12th month, Buyer

agrees to ensure the dog is kept from any intact male and agrees that they will follow every protocol to prevent a breeding. Failure to follow through with the spay/neuter contract as outlined above will terminate your Health Warranty. Legal action will be started for the breach of contract. Any legal fees incurred by the Breeder to enforce this non-breeding contract are the sole responsibility of the Buyer.

- 10. Buyer will provide adequate housing for the dog away from the elements. The dog will be kept primarily inside with the family and will receive hours of attention every day. Goldendoodles are very social animals and thrive on the love and attention of their owners. A puppy left alone for long periods of time will very likely develop bad habits out of boredom and loneliness. This puppy will not be left outside for longer than an hour at a time when temperatures are over 80 degrees unless puppy is with people and they are making adequate arrangements to keep the dog cool. If all adults in Buyer's family are away from home during the day, someone will take care of this puppy during the day in a manner besides leaving puppy alone in a crate or leaving puppy outside when it is hot.
- 11. Buyer will never leave the dog tied to a tree or anything else. Tying a dog up like this causes all kinds of behavioral problems and not to mention it's cruel.
- 12. Buyer will use the prefix "Doodles of Cypress" at the beginning of the puppy's official name if competing with AKC for agility or obedience titles.
- 13. Buyer agrees if Renting or Leasing their home, permission has been given from the Landlord or Owner for the puppy to live in the home.
- 14. Buyer will provide the puppy with a fenced in or safe area and will not let the puppy roam free outside unattended. We highly recommend a real fence over an invisible fence. The following are requirements for puppies that go where there is only invisible fencing available. The puppy will not be trained to an invisible fence prior to 4 months (preferably 6 months) of age. Until the puppy is fully trained, puppy will not be allowed outside unless someone is outside supervising. For the life of the dog, the puppy/dog cannot be left outside in an area with only an invisible fence unless someone is home supervising from the house. When everyone in the family is gone, the puppy must either be left in an area with a real fence, left inside the home, or taken with the family. We do not feel an electric fence is safe enough containment to be used without supervision. We have heard of many dogs running through them, a few even being killed chasing cars and after people. Plus, it doesn't stop people from coming in your yard and taking your dog.
- 15. Buyer will make sure puppy/adult dog receives monthly heartworm preventative and flea control at least every 45 days during the warmer months. It is highly recommended buyer also

has dog checked for heartworms every year. If Buyer lives in a state that does not need this preventative care, yearly checkups are still required. Breeder highly recommends an all natural flea preventative called Wondercide (topical and collar available) at www.Wondercide.com OR "Flea Treats" that can be purchased at www.fleatreats.com, OR a TOPICAL flea treatment such as Frontline Plus, which can be easily purchased without a prescription at Costco.

- 16. Buyer understands the Vaccination protocol and will make sure puppy receives all the core Vaccines on schedule followed by yearly checkups for life. Vaccines are to be spaced out by 3 weeks between each booster, and then once a year **as needed. Buyer is to educate themselves on the use of Titers to prevent over-vaccination.**
- 17. Buyer understands that Golden Retrievers are prone to Hip and Elbow Dysplasia. It is said that 80% of Golden Retrievers have or will have Hip Dysplasia in their lifetime. It's not a death sentence, but we never want any of our puppies to be in pain. Doodles of Cypress has done its due diligence in providing this puppy a good genetic chance of not acquiring Hip or Elbow Dysplasia. Buyer also understands that there is a huge environmental component to the development of Hip and Elbow Dysplasia. Buyer understands to avoid injury or stress-trauma occurring to this puppy's bones and joints, prior to reaching one and a half (18 months) years of age (preferably 2 years), this dog should not go faster on a leash than to break a trot. Puppy will not be put on a treadmill, go up and down more than half a flight of stairs (over 8 steps), play rough with older dogs or children, stand on his/her back legs for extended periods of time, play wild tennis ball games with chasing and retrieving (especially on slippery floors or wet grass and with balls thrown further than 15-20 feet), jump up and down from furniture (a puppy can easily be trained that he/she is allowed on furniture only when he/she is invited by you and then you should help him or her up), or chase Frisbees. Failure to comply will nullify the guarantee on hips and elbows. Puppies need exercise, but excessive wild exercising is not only hard on the joints, it creates a hyper dog. The best exercise for a growing puppy is swimming and walking. Once a dog has reached maturity, Jogging, Frisbee and Ball chasing are good exercise.
- 18. Buyer agrees to maintain the puppy at a good healthy weight. This warranty will be terminated should the dog be allowed to become overweight or developing joints be overstressed at any point during the first two years. Consult your Veterinarian with any questions.

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WHAT IS NOT COVERED

We cannot guarantee our puppies against illness or opportunistic parasites brought on by stress such as moving (from our house to yours) or shipping/transport. We also can't guarantee that our puppies will be "worm-free" OR "parasite-free," as this is an ongoing process. However, these are easily and economically treated and should be discussed with your veterinarian at your first visit. We are not responsible if a puppy contracts a communicable disease or infection after leaving our possession. Also, this Health Guarantee does not include improper bites, hernias, any illness due to the ingestion of foreign objects, food, chemicals or physical injury, which includes liver toxicity and/or liver issues and/or liver shunts (THAT ARE NOT GENETIC IN NATURE). Keeping in mind, most genetic Liver Shunts result in puppy death early on. Please keep in mind that non-genetic causation can be brought on by environmental toxins in foods, substances, and chemicals that are outside the control of the breeder.

If the buyer finds that the liver issue is in fact a genetic defect, the diagnosis must be confirmed by a letter to Breeder's Veterinarian from a Board Certified Veterinary Pathologist that can provide high quality interpretation of animal liver biopsy specimens, with a high level expertise in liver pathology stating that in his/her opinion this condition is congenital, at the expense of the buyer. We also require the option for us to request a 2nd and 3rd opinion at a veterinarian or veterinarians of our choosing, at the expense of the buyer, for any attempt at exercising this warranty. In the rare event of a confirmed **Genetic Defect before the puppy is 2 years old**, as listed above, the Buyer can return the dog to the Breeder, should they choose to, for a replacement puppy. The return of the original puppy is not mandatory in order to exercise the warranty in receiving a replacement puppy. **Transportation, Veterinary and Medical care and its associated costs are the sole and exclusive responsibility of the Buyer.**

It is highly recommended that ALL BUYERS continue the monthly subscription to Trupanion Health Insurance, or another pet health insurance, to help offset these potentially costly occurrences that are outside the Breeder's control after Go-Home.

Breeder requires Buyer to sign up for puppy health insurance AT GO-HOME before leaving the property with their puppy. There is NO cost for signing up/registering your puppy for 30 days of free puppy health insurance. After the 30 days of free introductory coverage, the Buyer is free to determine if they wish to continue the puppy health insurance. The cost of continuing puppy/dog health insurance is the sole responsibility of the Buyer.

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FULL AND FINAL AGREEMENT:

Doodles of Cypress guarantees at the time of delivery, this puppy is in good health. All Doodles of Cypress puppies are checked by our Veterinarian prior to their departure. They are regularly de-wormed, given appropriate shots, and micro-chipped prior to departure. This includes a fecal test on puppies, proper deworming protocol (if necessary) and a full body exam (ears, eyes, mouth, teeth, bite, heart, etc.) Your puppy folder has the puppy's Microchip Information and Vaccine record to take to your Veterinarian.

Under no circumstances shall the Breeder be liable to the Buyer or to any third party for any consequential, incidental or special damages resulting from or in a manner related to the puppy or dog. Upon execution of this contract all Veterinary and Medical care and its associated costs are the sole and exclusive responsibility of the Buyer.

Both Buyer and Breeder agree that this Contract represents the entire Agreement between them and that no other representations have been made regarding the puppy described above. This contractual agreement is made, executed, and will remain in the jurisdiction of the state of Texas.