PUPPY CONTRACT

**BREEDER INFORMATION**

**Breeder:** Kristen Piersa

**Address:** 43 New Paltz Road, Highland, NY 12528

**Phone:** 516 712 5508 (Text) 516 415 1567 (Call)

**E-Mail:** cheyinza@hotmail.com

**BUYER INFORMATION**

**Buyer :**

**Address:**

**City:**

**State:**

**Zip Code:**

**Phone:**

**E-mail:**

Definitions herein include: “Breeder” shall herein be defined as: Kristen Piersa. “Buyer” shall herein be defined as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

“Puppy” shall herein be defined as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB\_\_\_\_\_\_\_\_\_\_ Microchip #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sire: \_\_\_\_\_Dam: \_\_\_\_\_\_\_\_

Companion pet puppy shall be understood to mean that the puppy is considered solely as a companion pet and not a breeding prospect. PUPPY must be desexed at the appropriate age by BUYER. BUYER understands that the sale of this puppy is PET only.

The companion pet puppy described above is sold for the total sum of $3000. The puppy will be reserved with a Nonrefundable Deposit of $450. The Remaining Payment of $2500 is to be made in full before PUPPY is to leave the BREEDER.

**Health Guarantee:**

1. BREEDER guarantees that PUPPY is in good health, as far as appears to the eye, has received appropriate medical inoculations, worming, and care. BREEDER will provide BUYER with medical chart detailing treatment that PUPPY has received under BREEDER’S care, and any future care BREEDER feels is essential to puppy’s well being. The BREEDER does not assume any liability for any injury to said PUPPY during transport or delivery.
2. BREEDER is not responsible for Giardia or Coccidia since they are very common problems that can be caused by stress, or other external things that cannot be controlled by the BREEDER.
3. BREEDER guarantees PUPPY is free of life threatening diseases or disabilities for 72 hours after delivery to BUYER. Should life threatening diseases or disabilities be discovered by BUYER within 72 hours after receipt of PUPPY, and attested to in writing to BREEDER by BUYER’S licensed veterinarian within 72 hours, BREEDER will provide BUYER with a replacement companion pet puppy as soon as such puppy is available to BREEDER.
4. BUYER must have PUPPY examined by a licensed veterinarian of BUYER’S choice within 72 hours of receipt of PUPPY or this contract will be null and void.
5. BREEDER cannot guarantee the puppy’s color or size when full grown or any level of shedding. No dog is 100% hypoallergic, therefore we cannot guarantee that the puppy is hypoallergic.

**Two-Year Guarantee:**

1. BREEDER will have all Companion Pets microchipped, so that identification and puppy recording certificates are easily matched.
2. Should PUPPY upon delivery and up to PUPPY is TWO years of age be diagnosed with life inhibiting genetic defects confirmed by two unassociated veterinarians, one (1) to be of BUYERS choosing (1) to be of BREEDERS choosing, thereby causing PUPPY to be unsuitable as a pet the BUYER and BREEDER agree upon provision of veterinary reports and, where applicable, \*OFA, \*BVA, \* Elbow Dysplasia, or \*PRA results provide BUYER with one of the following options. NOTE: ALL veterinarian costs and testing procedural expenses are BUYER’S responsibility.
	1. Should BUYER choose to keep PUPPY, BREEDER will refund 50% of the Companion Pet price that was originally paid for PUPPY. With the submission the BREEDER of the supporting veterinary reports required above. 50% refund does not apply to any testing, veterinary bills, shipping or travel costs, which the BUYER might incur. BUYER understands that in choosing this option that any and all further guarantees of PUPPY’S two (2) year and health guarantee are null and void.
	2. Should BUYER choose to relinquish ownership of PUPPY to BREEDER, BREEDER will provide a replacement puppy to the BUYER as soon as such a puppy is available to the BREEDER or we will refund 50% of the Companion Pet Price. BUYER must pay for any shipping or miscellaneous charges associated with transport of the replacement puppy. BREEDER will re-home PUPPY at a 50% reduced pet price to the family that is prepared to deal with said PUPPY`S inhibiting defects or we will keep it for life. If it is determined that puppy cannot function in society as a companion pet due to severe temperament or severe genetically derived medical disorders then the puppy will be euthanized at the BREEDERS expense. BREEDER will only use that option as a last resort.
	3. Please note dental and allergy issues are not life inhibiting issues and therefore are not covered under the two year health guarantee.
3. BREEDER shall not be held responsible for the development of faults, diseases, or disorders, which are due to BUYERS negligence and environmental factors ie: allergies.

**Temperament:**

1. BUYER understands that the Labradoodle is a very intelligent dog that is slow to mature by nature, PUPPY will require early socialization and continued consistent training to keep PUPPY`S mind stimulated. BREEDER strongly recommends that BUYER attend obedience classes with PUPPY and provide proper socialization opportunities for the PUPPY. Training must begin before 16 weeks of age and continued until dog is sufficiently trained and socialized. Training may be completed independently or with a certified dog trainer. Should buyer not be successful at obedience training or training of negative behaviors, buyer agrees to seek help from a certified animal behaviorist.
2. BREEDER shall not be held responsible for acts of PUPPY, which are due to BUYERS negligence or lack of proper training and socialization of PUPPY. Should PUPPY exhibit aggressive behavior that BUYER deems intolerable and irreversible WITHIN 12 months after purchase, BUYER will provide BREEDER with proof that PUPPY has been sufficiently socialized and that obedience classes and other structured training methods have been attempted with no results. Upon receipts of such proof, evaluations of PUPPY will be scheduled with at least three recognized breeders or trainers, one to be chosen by BUYER, one to be chosen by BREEDER, and one to be chosen jointly. Should PUPPY be deemed overly aggressive by two of the chosen breeders/trainers, BREEDER will arrange for euthanasia of PUPPY if necessary and provide BUYER with a replacement Companion Pet puppy as soon as such a puppy is available to BREEDER. BUYER must pay for any shipping or miscellaneous charges associated with transport of the replacement puppy. BREEDER will assist in rehoming of PUPPY, but with NO guarantee of refund of initial puppy price. BUYER takes full responsibility in the care of dog and understands that if a rehome is required due to a lack of training or follow through of training on BUYER’S behalf that BREEDER is not held responsible. BREEDER also makes known that rehome adoption fee is normally half or less of the original price of PUPPY.

**Coat Maintenance:**

1. BUYER is responsible for all grooming needs for PUPPY.
2. BUYER must be aware that PUPPY will need regular grooming. Even if PUPPY does not need groomed, they still should go to the groomer to be socialized and given simple comb through and wash up to 12-14 months. By 12-14 months, PUPPY will require a shave down, once the adult coat comes in. This will ensure easy maintenance of PUPPY’s fur.
3. BUYER must be aware that if the fur is too long, it will take much more care in maintaining the coat. Keeping the coat short which will ensure easy care and combing. The coat must be shaved down to an inch every 3 months to keep it easy to comb after the adult coat comes in.
4. Buyer must use proper combing equipment and comb PUPPY 1-2 times a week, otherwise the dog can become matted which can be painful. If neglected for months, the mat can become one giant mat resembling a coat. This must never happen.

**General**:

1. Should BUYER decide to sell, relinquish or transfer PUPPY, BUYER agrees to notify BREEDER of PUPPY`S new owners details and address. BUYER agrees to screen new owners before sale, release, or transfer of PUPPY.
2. BUYER hereby agrees that if at any time BUYER cannot keep or take proper care of PUPPY, BUYER must contact BREEDER and BREEDER will have the first choice to either: a) take PUPPY back or b) assist BUYER in finding a suitable home for PUPPY.
3. BUYER agrees never to relinquish PUPPY to an animal shelter or rescue organization. PUPPY must be returned to BREEDER only.
4. There are many factors that influence growth and development, such as diet, exercise, weight gain, environmental conditions, etc. BUYER assumes the responsibility to carry on with the appropriate vaccinations, worming, exercise, and feeding schedule, as supplied by BREEDER. MOST PARTICULARLY, BUYER agrees to keep PUPPY at the proper weight and fit throughout its normal growth period as well as keep PUPPY indoor strictly as an indoor pet. This will reduce the chances of PUPPY having hip and elbow dysplasia.
5. BUYER agrees to notify BREEDER of any change of PUPPY’S address in its lifetime.
6. Should BUYER choose to break any of the above portions of this agreement, the remainder of the agreement will be considered null and void. Breeder neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the BREEDER and BUYER with respect to this sale. This contract must be signed, witnessed and post dated to Kristen Piersa within 7 days upon receipt of PUPPY or all guarantees and this contract will be null and void.

The BUYER’S signature below indicates that He/She has read, agrees and does understand all the conditions of the Sales Agreement and Contract of Sale. The undersigned agree to uphold all covenants of this agreement as of this Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BREEDER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_