

Stonegate Labradoodles

PURCHASE AGREEMENT rev. 7/2022

This Agreement between Stonegate Labradoodles, hereinafter referred to as "Breeder", and _____, hereinafter referred to as "Buyer" for the Purchase of one multi-generation puppy/dog (hereinafter referred to as "Dog") of the Australian Labradoodle breed.

Microchip ID# _____

Dog Name (Given by Breeder) _____

Date Due: _____

Sex: _____

Color: _____

Sire: _____

Dam: _____

The Dog above mentioned will become the property of the Buyer upon fulfillment of the following conditions:

A. PURCHASE PRICE

The full purchase price of Dog is \$3,500, paid in full with Cash at the time of pick up.

B. TRANSPORTATION COSTS

All transportation costs will be paid by Buyer. Transportation costs (shipping container, airport delivery charge, and any expenses involved in shipping of Dog) must be prepaid before shipment.

C. USE OF DOG

It is agreed between Breeder and Buyer that Dog is being acquired as a family companion or as a working dog to be used for tasks appropriate to its breed such as therapy dog, obedience dog or in agility competitions. Dog is being sold for use as a pet only.

The breeding of Dog without a written consent from the Breeder is prohibited. Buyer agrees to have Dog spayed or neutered by 12 months old, the latest by 18 months old. We do not encourage Dog to be spayed or neutered under 12 months old. If dog is used in breeding, the breeder will receive an additional \$25,000 and breeder has the right to reclaim the dog.

Buyer agrees to have the Dog spayed or neutered by 12 months of age.

Initial: _____

The Buyer agrees that Dog shall not be resold, nor will it be used nor trained for activities which are illegal, or for which it is not suited by reason of temperament or conformation. Specifically, it shall not be used as a guard or attack dog or to hunt or fight other animals. The Buyer agrees to not sell, transfer ownership or possession of Dog nor any of his/her progeny to any person or organization for resale (e.g., pet store), animal rescues, animal shelters, trade, or give away Dog, or to use it in any experiment, laboratory or otherwise, or as breeding stock for a 'puppy mill.' The dog shall reside with the buyer.

If Buyer cannot keep the dog, the dog must be returned to the Breeder only, where the Breeder can find it a new home.

D. HEALTH AND HEALTH GUARANTEE

Breeder certifies that Dog is of sound health and is free of PRA, EIC, DM and VWD at time of purchase and is providing a two-year genetic health guarantee for all life-threatening genetic disease. If any of above-mentioned occurs within the two-year timeframe, Dog will be replaced by Breeder with a dog of equal value from another litter, at no charge other than shipping charges, or 50% of purchase charge will be refunded to Buyer.

For Buyer to make claim under the Breeder certification, Buyer must provide Breeder with written proof of condition from a currently licensed DVM. Breeder retains right to have a second expert opinion on Dog's condition, at Breeder's expense. If within three days of this date, Dog should become ill, Dog may be returned to Breeder for a full refund or a replacement dog. Any veterinary or other costs incurred by Buyer shall be at Buyer's expense, unless prior Breeder consent has been given in writing. Buyer should contact Breeder immediately with any health concerns.

Failure by Buyer to comply with the terms and conditions of this Agreement and/or the separately signed Spay/Neuter Agreement (referred to in Section C) will render any health guarantee null and void.

Use of the following flea and tick preventatives, Comfortis, Trifexis, Simparica, Bravecto, Nexgard or injections will void all warranties. We only allow Seresto collars. Oral and topical flea treatment pills are known to sometimes cause vomiting, seizures, and other serious ailments.

Initial : _____

E. OWNERSHIP RESPONSIBILITIES

It is Breeder's desire and stated intent that Dog is well cared for and placed within a proper environment for its entire lifespan.

Buyer agrees to:

-maintain Dog within a humane environment and will properly train and care for Dog, providing Dog with adequate fresh water, food, affection, medical care upon sickness, disease, or injury, and other necessities during Dog's entire lifespan. Maintenance should include an annual health exam and routine vaccinations as recommended by a board-certified veterinarian.

-act in good faith and not allow Dog to roam unsupervised and will assure that Dog be socialized and appropriately obedience-trained

-have Dog properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases, as recommended by a qualified veterinarian.

-Buyer agrees not to have the dog be kept chained or constantly outdoors. The dog has to be an indoor pet only.

-Buyer agrees that they must have a physical or electric fence if you want to let out the dog out without a leash.

-Buyer agrees to spay or neuter the dog no earlier than 12 months and no later than 2 years.

-Buyer agrees the dog is purchased as a pet and will not breed dog intentionally or by accident. If either happens, buyer will pay going rate for breeding dog. Current rate is \$25,000.

-the Buyer agrees that it is the Buyer's responsibility to accept the dog as described.

F. RIGHT OF RECOVERY/REPLACEMENT

If, for any reason, Buyer cannot, nor does not opt to, maintain custody of Dog (at any time during Dog's lifetime) Buyer agrees to immediately contact Breeder.

It is further agreed that:

-Dog is not to be sold by Buyer nor placed into a shelter, rescue or anywhere else, other than as a pet living with Buyer, without written consent from Breeder.

-Breeder will assist in any subsequent placements of Dog and/or will accept return of Dog, each option at no cost to Breeder.

If Buyer is convicted of, or consents to, charges of animal neglect/cruelty/abuse during Dog's lifespan, Dog shall be immediately returned to Breeder and at no cost to Breeder.

-In the event Dog is returned, the Buyer agrees to sign the necessary papers to return the Breeder as the sole owner of Dog.

Initial : _____

G. TERMINATION BY DEATH

In the event Dog dies from natural, accidental or other causes other than those caused by Buyer's gross negligence or abuse, this Agreement shall terminate upon that date and neither party shall have any further obligation to the other. In the event Buyer predeceases Dog, ownership of Dog transfers to Breeder.

H. INDEMNITY

Buyer agrees to indemnify and hold Breeder harmless from and against all claims, liabilities, losses, costs, damages and expenses (including costs and attorney's fees) incurred as a result of damage to property or injury or death to persons allegedly caused by Dog while in possession of Buyer or heirs of Buyer.

I. GOVERNING LAW AND ENTIRETY OF AGREEMENT

This Agreement between Breeder and Buyer (Parties) is non-transferable to a second party and contains the complete and total understanding of the Parties with respect to this Purchase and there are no other terms or agreements not included herein, except for a separately executed Attachment to Purchase Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

J. LITTER DISCLOSURE

Please be aware that we are at the mercy of Mother Nature as to timing and as to whether a pairing actually results in a pregnancy. We also cannot guarantee sex or color in a specific litter.

Therefore, placing a deposit on a litter, you understand the variables of breeding. You can decide to move your deposit to another litter if your puppy preferences are not met or there is a small litter.

We reserve the right to switch the stud in any pairing to produce a comparable litter to the litter detailed above. We also reserve the right to take as first and second pick of any puppies that are of exceptional breeding quality to advance the betterment of the Australian Labradoodle breeding community.5

Initial : _____

K. ASSIGNMENT OF PUPPY

Breeder will select puppy for Buyer based on information on Puppy Family Profile. Breeder has the right to retain first pick up to 2 puppies from litter before Buyer's puppy assignment.

**Kristen Piersa,
Stonegate Labradoodles
43 New Paltz Road Highland, NY 12528
516-712-5508 (Text Only)
Hello@StonegateLabradoodles.com**

BUYER (Signature) _____

Date: _____

Name: _____

Address: _____

Phone: _____

E-mail: _____