



**Enterprise Doodles**

Julie Barnes

EnterpriseDoodles@gmail.com

435-279-3965

**CONTRACT AND HEALTH WARRANTY**

This agreement is between Julie Barnes (Seller) and \_\_\_\_\_ (Buyer).

This is a legally binding contract and it is agreed as follows:

**1. DESCRIPTION OF DOG**

The dog sold pursuant to the terms of this agreement is as follows:

**Description of dog:** \_\_\_\_\_

**Color of collar:** \_\_\_\_\_

**Sex:** Female / Male

**Whelped:** \_\_\_\_\_

**Sire:** \_\_\_\_\_

**Dam:** \_\_\_\_\_

**2. CONDITIONS OF SALE**

Total Price: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Balance: \$ \_\_\_\_\_

Balance Paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Sellers initials: \_\_\_\_\_

Seller guarantees that, at the time of delivery, the dog is in good health. Should dog be found to be in poor health of a serious nature, Buyer agrees to return dog to Seller at Buyer's expense. Seller will provide Buyer with a replacement dog of equal value from another litter or a full refund of the purchase price of dog will be made. This does not include minor illness requiring short-term medication. Shipping fees will not be refunded.

The following conditions apply to all sales:

- a) The Buyer has 72 (seventy-two) hours from the time of receipt of dog to have dog examined by a veterinarian. Any request to return the dog to the Seller for a full refund must be made within this time period and may only be requested should the dog prove to be sick upon arrival. Proof of examination

must be provided to Seller. This guarantee will be terminated immediately if dog is not examined by a licensed veterinarian within the allotted time.

- b) A warranty against the below life-altering genetic diseases is provided for twelve (12) months after the date of sale. If a health tested genetic disease described below be discovered during this time that will require surgery to correct, Seller will provide Buyer with a full refund of purchase price only. Receipt from surgery shall be provided before refund is sent. Seller reserves the right to confirm the results before a replacement or refund is provided. The life-altering genetic diseases are:
- i. Hip Dysplasia
  - ii. Elbow Dysplasia
  - iii. Patella Dysplasia
  - iv. Cardiac Issues
  - v. PRA
  - vi. Von Willebrands
  - vii. Degenerative Myopathy
- c) This warranty will be terminated should dog be allowed to become overweight or developing joints be overstressed at any point during the warranty period. If dog is found to have hip dysplasia within its first twelve (12) months, Buyer must provide Seller with proof in the form of documentation from the Orthopedic Foundation for Animals (OFA).

Seller reserves the right to confirm the results before a replacement or refund is provided. Replacement will only be provided if dog is returned to Seller at Buyer's expense.

- d) All health warranties, refunds, or replacement guarantees are null and void if dog is bred. Breeding releases Seller from all contractual obligations. Buyer is encouraged to have dog spayed/neutered.
- e) Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential, incidental or special damages resulting from or in manner related to the dog.
- f) Upon execution of this document, all veterinary care and associated costs are the sole and exclusive responsibility of the Buyer.
- g) This contract does not cover the following: viral illnesses, parasites, infections, improper bites, giardia or coccidiosis or kennel cough. It also does not cover illnesses due to the ingestion of foreign objects, food, chemicals, stress related issues, behavioral issues, physical injuries and/or illnesses which may have occurred and/or contracted during transport to the buyer.
- h) Seller will make a good faith effort to estimate the color and size of the dog based on past litters and size of the parents, Seller does NOT and CANNOT guarantee size, color, curliness, shedding possibility, temperament or fertility (including presence of testicles) of any puppy. We represent our dogs as beautiful, loving pets.

### **3. MAINTENANCE**

Buyer agrees to maintain this dog in good health, provide routine preventative health care including, but not limited to, inoculation, internal and external parasites, and preventative medication. All veterinary medical records must be provided to breeder if requesting refund or replacement. If any of the above preventative care has not been provided, health warranty will be considered null and void.

**4. REHOMING AGREEMENT**

Buyer agrees that if for any reason they cannot keep their dog, it will be returned to Seller to find a suitable rehome. Owner will give up all rights to the dog. No money will be returned for the dog.

**5. JURISDICTION**

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT. COURT COSTS AND/OR ATTORNEY FEES NECESSARY TO ENFORCE CONTRACT SHALL BE PAID BY BUYER. THE LAWS OF THE STATE OF UTAH WILL GOVERN THE INTERPRETATION OF THIS CONTRACT. ANY AND ALL GUARANTEE(S) APPLY TO ORIGINAL OWNER (BUYER) ONLY, AND IS NOT TRANSFERABLE. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

6.

**7. FULL AND FINAL AGREEMENT**

All parties agree that this writing represents the entire Agreement/Contract between them and that no other representations have been made regarding the dog described in paragraph one above.

\_\_\_\_\_  
SELLER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
DATE