

Sierra Skye Labradoodles



Buyer Dog Contract

Breeder/Seller

Sierra Skye Labradoodles
3329 Wedgewood Lane
Chico, CA
95973
(530) 345-6912

Buyer/Buyers

Name: _____
Address: _____
City: _____
Zip: _____
Phone: _____

This agreement (“Agreement”), dated as of _____,
20____ (the “Effective Date”), is between Sierra Skye Labradoodles
 (“Breeder”), and _____ (“Buyer”). The subject of this
Agreement is the below described puppy or dog.

*Registered Name _____
*Registry _____
*Registered Number _____
*Sex _____
*Date of Birth _____
*Microchip# _____
*Sire _____
*Sire Registered # _____
*Dam _____
*Dam Registered # _____

The Breeder and Buyer agree as follows:

1. Deposit. A [non-] refundable deposit of \$300 (“Deposit”) has been paid to Breeder. The Deposit will be applied to the final purchase price (defined below). However, if a puppy/dog that meets the Buyer’s identified preferences is not available, the Buyer may elect to have the Deposit transferred to the next litter or have the deposit refunded.

2. Purchase Price. The total purchase price of \$2,800 is agreed with the balance due in full by six (6) weeks of age. Any health certificates, shipping, or handling expenses are the sole responsibility of the Buyer. All payments due under this Agreement shall be made in US Currency and paid to Breeder via check, cash, or electronic bank transfer.

3. Breeding Rights. The puppy/dog is an Australian Labradoodle and is registered with WALA. Puppy/dog is being sold without breeding rights, and Breeder agrees to provide Buyer with WALA registration papers.

4. State of Health; Short-Term Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at the time, and (ii) has had immunizations enumerated in the health record provided to the Buyer. Buyers, at their own expense, must have the puppy/dog examined by a licensed veterinarian within 1 week of receiving the puppy/dog (the “Examination Period”) for the guarantee in this section to be valid. If within this Examination Period, a licensed veterinarian finds that the puppy/dog is unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund. The veterinarian must provide a written statement deeming that the puppy/dog is “unfit for sale,” which must be sent to the Breeder within 48 hours of the veterinarian exam. The foregoing guarantee expressly excludes any health issues caused by Buyer’s ill-treatment, abuse, or neglect, any health issues that result from the puppy/dog’s transportation from Breeder to Buyer, and all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including Parvovirus), UTI’S, vaginitis or umbilical hernias.

5. Long-Term Health Warranty. The Breeder provides a 2-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. This includes hip and elbow dysplasia, blindness, and common genetic diseases. In the event the puppy/dog symptoms of a debilitating congenital condition, the Buyer must immediately inform Breeder and supply any requested documentation or records. The breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of the Breeder's choice.

6. Vaccinations: We are aware of the many opinions regarding vaccinations in young dogs. Please do your own research and consult with your Veterinarian.

Our research tells us that Rabies should be a stand-alone vaccine. Please wait at least one (1) week before or after any other vaccine is administered to give Rabies vaccine.

7. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog has a genetic defect that is identified within the warranty period above and has not been bred, the Buyer may:

- Return or keep and sterilize the puppy/dog and receive a replacement puppy/dog from the next available litter of equal or greater value.
- Return or keep and sterilize the puppy/dog and receive reimbursement of the original purchase price. The Buyer shall be responsible for any transportation costs, veterinarian charges, crate fees, air freight, and transport fees.

8. Spay or Neuter. Puppy/dog is sold as a companion pet only and is NOT for breeding purposes. The breeder requires the puppy/dog to be spayed or neutered by eight months of age at the owner's expense. Failure to provide us with a valid spay/neuter certificate will void the two-year health warranty. The breeder will provide registration papers and a \$200.00 refund.

No other warranties. No warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition except as expressly and specifically set forth herein.

Buyer's Obligations. The buyer agrees to the following:

9. Proper care. The buyer will provide proper care for the puppy/dog. Such care includes providing life in a residence. This means no type of kennel-type facility. The residence must provide adequate housing and protection from the elements, a safe exercise area, and proper nutrition. The buyer will provide proper veterinary care throughout the puppy/dog's lifetime. This includes routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.

10. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations to prevent infectious disease; (ii) routine treatment for internal/external parasites; and (iii) annual examinations by a licensed veterinarian.

11. Care to prevent Orthopedic Conditions. Buyer will also provide proper care:

- Proper nutrition to support growth and development. This includes overfeeding, which may lead to the puppy/dog becoming overweight.**
- Proper daily exercise. In order to avoid stress injuries, no forced exercise such as jogging or agility training is permitted under this agreement until puppy/dog is at least one year of age.**

12. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. The buyer agrees neither the puppy/dog nor any offspring shall be used for purposes of vivisection or research. Additionally, the Buyer also agrees the puppy/dog shall not be sold through any commercial broker or wholesale establishment, any chain store, catalog sales, or pet store.

13. Restriction of Transfer. If at any time, the Buyer is unable to care for or keep the puppy/dog, The seller will be contacted and will assist in rehoming the dog.

14. Breach by Buyer. The buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

15. Remedy for Mistreatment. If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has a right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill treatment, abuse or neglect, the Breeder has the right to:

- (i) Take complete possession of the puppy/dog, and it's duly signed WALA transfer papers/registration.
- (ii) All Breeder warranties shall become null and void.
- (iii) Buyer will not be entitled to any refunds or any payments made to the Breeder.

16. Agreement to Mediate. If a dispute arises out of or relates to this Agreement, nor the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and mediation service provider.

Initials:

17. Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein. It supersedes all prior or contemporaneous agreements, negotiations, disagreements, and understandings, written or oral, between parties concerning such subject matter. Neither party can assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes. It shall have the same force and effect as an original signature.

Breeder and Buyer have executed this Agreement as of the Effective Date.

Breeder:

Buyer:
