



## Purchase Agreement Contract

[www.diamondmountaindoodlesandpoodles.com](http://www.diamondmountaindoodlesandpoodles.com)

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This contract is between: Diamond Mountain Doodles and Poodles (Seller) and (Buyer) stated below.

Pertaining to (Puppy/Dog):

Puppy Name/Collar	
Breed	
Gender	
Birthdate	
Color	
Dam	
Sire	

### **Seller's Responsibility:**

1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:

A. Age-appropriate immunizations

B. Subcutaneous microchip

C. Deworming

D. Examination by a licensed veterinarian

2. The Seller provides warranty against debilitating congenital defects for a period of one (1) year after the date of sale.

A. Debilitating congenital defects are defined as those present since birth that are either life threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

B. This health guarantee does not cover the certification capabilities of the dog's hips, heart, elbows, or eyes from the Orthopedic Foundation for Animals, University of Pennsylvania Hip Improvement Program, or Canine Eye Registry Foundation, as some environmental factors can affect those results.

### **Buyer's Responsibility:**

1. The Buyer bears all costs pertaining to the sale of the above animal, including transportation, shipping, and all associated fees. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.

2. The Buyer agrees to activate the free trial of Trupanion Pet Insurance within 24 hours of bringing home their puppy or the health guarantee is void. They are not obligated to continue the pet insurance once the free trial has ended but are strongly encouraged to do so.

3. The Buyer agrees to have the puppy examined by a licensed veterinarian within three (3) business days of taking possession.

A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyers cost, for a full refund.

B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.

C. If the puppy is not taken to a licensed veterinarian within three (3) business days of taking possession, the health warranty is void.

- Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinarian office, and that the exam room is properly disinfected before the appointment.
- NOTE: Puppies are not protected from contagious disease, such as Parvo, until they have completed their vaccine series at 16 weeks of age.

4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.

A. It is common for parasites to flourish after joining their new family (stress and change can accommodate this).

B. Many parasites can be contagious, and it is possible that other dogs in your home can get them.

C. Do not let your other dogs eat your puppy's feces and clean it up immediately using proper cleaning chemicals.

5. The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life.

- Housing the puppy indoors
- Feeding only a premium quality, complete food intended for dogs.
- Maintaining their puppy at a healthy weight
- Having their puppy seen by a licensed veterinarian for a wellness exam annually
- Taking their puppy to a licensed veterinarian if he or she gets sick or injured.
- Keeping all immunizations current according to the guidelines of the American Veterinarian Association.

- Administering heartworm preventative medication (if living in an area of concern)
- Registering of microchip

6. Buyer agrees to provide basic obedience training with puppy with the first year of owning their dog. Proper socialization and early training are essential to raising a sound and stable, lifelong companion.

7. Buyer agrees to postpone strenuous, forced exercise until after the puppy is over one (1) year of age to minimize joint damage as puppies develop.

8. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason and agrees to never place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.

A. If the Buyer transfers ownership of the puppy/dog at any point, this health warranty is void.

B. Buyer can relinquish ownership back to Seller at any point in time, during the duration of the Dog's life, with a seven (7) day notice so that plans for quarantining can be arranged by Seller.

- A refund of purchase price is not guaranteed.
- Transportation costs to return the Dog to Seller will be paid for by the Buyer.

9. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media, or sends to the Seller, for the purpose of reposting and sharing on Facebook, Instagram, their website, etc. or in any manner they choose.

### **Spay/Neuter Clause**

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy by 12 months of age.

A. Proof of this, in the form of a Certificate of Spay/Neuter from the veterinarian, must be forwarded to the seller by the time the puppy reaches 13 months of age.

B. If the Seller does not receive the documentation within this time, the warranty will become null and void.

C. It is understood that at the time of sale that the puppy is not to be used for breeding. It is a representation of its breed, and it is structurally and temperamentally suited for a companion and/or working dog (ESA, etc). It is being sold as a pet without breeding rights. Breeding rights refer to any offspring, registerable or not (ex. Doodle, non-papered puppies). If a Limited Registration puppy is later found to have produced any offspring, the Buyer will immediately relinquish ownership to Seller, or pay a \$5000 enforceable fine.

### **Health Guarantee:**

A. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).

- I. Buyer must supply any requested veterinarian records related to the dogs condition to the Seller within seven (7) days of diagnosis.
- II. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense.
- III. If necropsy is performed and results are undetermined or inconclusive diagnosis, warranty is void.

B. If a congenital defect is identified withing the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from a future available litter.

- I. Original puppy need not be returned, provided there is proper documentation of congenital issue.
- II. Seller determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-18 months.
- III. Color and/or gender is not guaranteed and may not be the same as previous puppy.

IV. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.

C. If the puppy is euthanized or in any way disposed of, without a second opinion of the Seller's veterinarian, the Buyer waives all rights to a replacement puppy.

D. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, mild heart murmurs, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer, or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, flea/tick treatments, and allergies, or physical injury.

E. No warranties or guarantees, expressed or implied, are made under this contract except as stated.

F. This warranty is non-transferable.

G. Seller does NOT guarantee adult size, height, or weight of dog. Any estimate of adult size is simply an educated guess.

E. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

### **Cost**

1. The Buyer agrees to pay the Seller a total sum of ..... This fee does not include shipping.

2. Deposit to hold puppy was ..... Buyer has paid deposit, and it has been applied to total sum. Deposit is non-refundable as stated in Deposit Contract.

3. Payments are accepted. Puppy must be paid in full by 10 weeks of age. Failure to pay off puppy in full by this time may result in puppy being retained by Seller and Buyer given refund of previous payments, minus deposit.

4. Puppy will go home once amount is paid in full to the Seller.

## Conflict Resolution

1. Seller and Buyer agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in such action.

With the exception stated in above, in any action, proceeding, or arbitration between Seller and Buyer arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

This contract shall be deemed a legally binding contract.

**I, we, the Buyer(s) hereby certify that we have read this contract, understand it's complete contents, and agree to all stipulations fully.**

Buyers Name	
Buyers Address	
Buyers Email	
Buyers Phone	

Signature:\_\_\_\_\_.

Date:\_\_\_\_\_.

## **Addendum for Full Registration/Breeding Rights**

1. This dog is being sold with breeding rights.

A. Buyer agrees to use the prefix “DiamondMountain” at the beginning of the registered name.

B. Seller does not guarantee this dog is of suitable breeding quality when it reaches breeding age. If the dog cannot be bred, a refund will not be issued. If the dog does not pass OFAs or PennHip, a refund will not be given. There are many factors that go into a dog failing OFA screenings, most of which are out of the breeder’s control.

C. Upon full payment of the purchase price, Seller shall transfer ownership of dog with full AKC registration.

D. Females will not be bred until they reach 20 months of age and males may not be bred prior to them reaching 12 months of age and necessary health testing has been completed.

E. Buyer agrees that dog will have completed genetic, DNA, color testing prior to breeding.

F. Buyer agrees that dog will complete official hips through the Orthopedic Foundation for Animals; or preliminary hips through the Orthopedic Foundation for Animals AND PennHip through Pennsylvania Hip Improvement Program. Buyer agrees that they will not breed the dog if he/she scores outside of Normal scores.

Signature:\_\_\_\_\_.



Date: \_\_\_\_\_.