



Acadia Goldendoodles

Contract of Sale and Health Guarantee

This agreement is made between:

“Breeder” Megan L. Smith, Acadia Goldendoodles
123 Lane St. Anytown, State 01234
(207) 669-0766 megan@acadiagoldendoodles.com

And

“Buyer(s)” Mr. and Mrs. American
123 Lane St.
Anytown, State 01234
(123) 456-7891 email@address.com

Breeder will sell Buyer the following Goldendoodle on this date: / / 2018

Dog’s Name: Acadia’s _____

Birth Date: / / 2018 Color: Cream / Gold / Red Sex: Female/Male

Microchip #: (sticker from microchip goes here)

Sired by: “Sire” - AKC/GANA Registered Name

AKC # PR1234567 GANA # 012345 Microchip# 123456789101112

Out of: “Dam” - AKC/GANA Registered Name

AKC # SR1234567 GANA # 012345 Microchip# 123456789101112

Health History:

D.O.B : / /18

DHLPP vaccine administered: / /18

(Distemper, Hepatitis, Leptospirosis, Parvovirus and Parainfluenza)

Dewormed with Pyrantel Pamoate: / /18

Dewormed with Fenbendazole: / /18 - / /18 (5 days)

Dewormed with Fenbendazole: / /18 - / /18 (7 days)

Microchip Implanted: / /18

Next vaccinations due: **between Month/day and Month/day, 2018**

Seller Guarantees:

- 1) Puppy is a first generation (f1) medium Goldendoodle.
- 2) Puppy is age-appropriately vaccinated and dewormed.
- 3) Puppy has been examined by a veterinarian, and is believed to be healthy and fit for sale.
- 4) Puppy is warranted free of genetic hip, elbow, eye and heart problems until the age of 24 months.
- 5) The puppy has been microchipped.
- 6) That if within 10 days after receipt by the buyer, a veterinarian states in writing (referencing the puppy's unique microchip number) that the puppy has a health problem which existed in the animal at the time of delivery, but was not disclosed under the provisions of section 4152, the puppy shall be considered "unfit for sale," and the breeder shall provide the purchaser with his or her choice of:
 - A. Return of the puppy for a refund of the full purchase price of the puppy;
 - B. A replacement puppy of purchaser's choice of equivalent value, providing a replacement is available; or
 - C. Retainment of the animal and reimbursement for ½ of the reasonable veterinary fees up to ½ of the purchase price of the puppy.
- 7) That if within 10 days after receipt by the buyer, a veterinarian states in writing (referencing the puppy's unique microchip number) that the puppy has died from a health problem which existed in the animal at the time of delivery, but was not disclosed under the provisions of section 4152, the breeder shall provide the purchaser with his or her choice of:
 - A. A puppy of equal value, if available; or
 - B. A refund of the full purchase price of the puppy.

- 8) That if, within one year (12 months) after buyer receives a dog, a veterinarian states in writing (referencing the puppy's unique microchip number) that due to a hereditary or congenital defect, the animal has died or has a condition that will shorten its life or will require constant treatment during its life, the animal is considered to have been "unfit for sale" at the time of sale. In such a case, the breeder shall provide the buyer with his or her choice of:
- A. Return of the puppy for a refund of the full purchase price of the puppy;
 - B. A replacement puppy of purchaser's choice of equivalent value, providing a replacement is available; or
 - C. Reimbursement for ½ of the reasonable veterinary fees up to ½ of the purchase price of the puppy.

9) That, by the time a purchased puppy is 24 months of age, a veterinarian states in writing (referencing the puppy's unique microchip number) that the dog has a life-threatening, or seriously life-altering hereditary defect of the hips, elbows, eyes or heart, the breeder will: replace the dog with a puppy of equal or greater value (no return of dog needed),

OR

reimburse the 75% of veterinary expenses up to 75% of puppy's original purchase price.

**** This guarantee is automatically extended to 36 months of age if the puppy/dog has been maintained exclusively on breeder recommended food and supplements. Continual, active auto-ship/order records will be used as evidence of product use.**

Notes:

The breeder has the right to refuse sale to a potential buyer who appears not to accept or understand the provisions of this contract and/or the Animal Welfare laws of the State of Maine.

Prior to replacing the dog or reimbursing veterinary expenses, the Breeder has the right to review all reports, x-rays and test results supplied by Buyer's veterinarian

In order to obtain the above remedies, the buyer must:

- A. Notify the breeder, within 2 business days, of the diagnosis by a veterinarian;
- B. Provide the breeder with the name and telephone number of the veterinarian; and
- C. Provide the breeder with a copy of the veterinarian's report on the animal.
- D. Return the puppy or dog no later than two (2) business days after receipt of the veterinarian's written statement indicating that the animal is unfit for sale due to a health problem.

A refund, replacement, or reimbursement of veterinary fees will not be required if any of the following conditions are met:

- A. The health problem or death resulted from maltreatment from an injury sustained subsequent to receipt of the puppy or dog by the buyer.

- B. A disclosure statement was provided to the purchaser pursuant to section 4152 of Maine Revised Statutes, Title 7: AGRICULTURE AND ANIMALS Chapter 745: SALE OF DOGS AND CATS.
- C. The health problem is a hereditary or congenital one covered by section 4152 of Maine Revised Statutes, Title 7: AGRICULTURE AND ANIMALS Chapter 745: SALE OF DOGS AND CATS.

Buyer Guarantees:

To have the puppy examined by a licensed veterinarian within 10 days of arriving at Buyer's home.

****During this visit, please ask your veterinarian to scan and record the microchip number.**

To pay the entire purchase amount prior to taking possession of the puppy.

To bear all costs related to the transportation of the puppy/dog. The risk of loss or injury to the above described animal is on the Buyer at all times after the puppy/ dog leaves the Breeder.

To have the dog neutered at or before 26 months of age.

To notify the Breeder if Buyer is at anytime unable to keep the dog. Acadia Goldendoodles puppies/dogs should never end up in a second home or shelter. Breeder will attempt to re-home the dog to an approved home, after providing any necessary rehabilitation or training. Buyer will receive 50% of the selling price if Breeder is able to re-sell the dog, understanding that older dogs are usually sold at lower prices than puppies. If an appropriate home is not found, the dog will continue to live with the Breeder and no reimbursement will be issued.

Not to let this dog roam at large or be tied outside the home.

To properly house, care for, (using high-quality, breeder-recommended products), train and exercise the dog, while providing appropriate veterinary care throughout the life of the dog.

Purchase Price of Puppy: \$ _____

State of Maine Sales Tax: \$ _____

Total Due: \$ _____

The warranty set forth in this contract is the sole warranty and is given in lieu of any and all warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. The Buyer's sole remedy is under the warranty provision of this contract and the Seller disclaims and will not be liable for any other damages including consequential damages, property damage, emotional distress, loss of use, business interruption or veterinary fees unless specifically set forth in this warranty provision.

This contract sets forth the entire agreement between the Breeder and Buyer and any inconsistent oral terms have no effect on this contract.

If there is any dispute or litigation between Breeder and Buyer, the prevailing party will be entitled to reasonable attorney's fees and costs.

Written Notice

**A STATEMENT OF MAINE LAW GOVERNING THE
SALE OF DOGS AND CATS**

The sale of dogs and cats is subject to consumer protection regulations. Maine law also provides safeguards to protect sellers and animal purchasers. Attached is a copy of the Maine Revised Statutes, Title 7, chapter 745. Contained in this law is a statement of your consumer rights and remedies. Also attached is your pet’s health history and specific warranty information.

I/We the buyer(s) of the puppy/dog described in this Contract of Sale and Warranty declare that I/we understand and agree with the terms of this contract, and have read the above “Written Notice” of consumer protection regulations.

SIGNATURES

Buyer(s): _____

Date:_____

Buyer(s): _____

Date:_____

Seller: _____

Date:_____