**PUPPY PURCHASE AGREEMENT AND HEALTH GUARANTEE**

This agreement is made this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_, by and between CHANTAL LORENTZ (hereinafter the Seller) and the undersigned (hereinafter the Buyer). It is hereby agreed by both parties that no other warranties, guarantees or conditions other than those stated herein are expressed or implied.

**DOG DESCRIPTION AND PURCHASE INFORMATION**

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

Breed: Goldendoodle

Whelped: \_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_

Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy’s purchase price: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inoculations puppy has received and dates given:

Wormer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_

Previous medical issues that have been resolved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Previous medical issues that have not been resolved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Veterinarian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Copy of all veterinary records are available upon request.

\*\*The Seller does not guarantee your puppy to be completely non-shedding or allergy friendly. The seller does not guarantee color, size, texture, fertility, or temperament of any puppy.

The parties hereto agree that the buyers shall abide by the following conditions:

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** Hereinafter referred to as the dog, is being transferred to the adopting owner with the understanding that the adopter is taking possession of the dog to treat and to be responsible for it as their own dog.
2. The dog will be treated as a family member with loving care and affection.  I will do my best to ensure the dog’s safety and well-being.
3. I/we will feed the dog at least twice a day and will provide a fresh supply of water at all times.
4. The dog will live inside my home and will not be isolated from the family.  I will walk my dog on a leash or exercise my dog in a fenced yard. I will never let my dog run loose or roam, keep my dog chained or tied up, keep it continuously in a yard, garage, patio, balcony, or pen, or leave my dog outdoors, even in a fenced yard when no one is at home.
5. I will not have the dog attack-trained, nor will I use it for any purpose other than companionship.  I will not have the dog’s ears cropped, nor will I have its tail docked.  I will never allow any physical, mental, or emotional abuse of the dog.
6. I will take the dog to a licensed veterinarian when shots are due, but in no event later than one year from the last vet visit.  I will provide all required and/or needed veterinary care, including: rabies shots as required every one or three years; yearly booster shots for DHLPPC; yearly fecal checks for internal parasites worms); and prompt treatment by a licensed veterinarian for any illness or injury.
7. The dog will be given heartworm-preventative tablets every month, all year long.  I will have a heartworm test given every year.  If there is any break in dispensing heartworm medication, I must retest for heartworm and restart the medication immediately.
8. I/we affirm that no member of my household has been convicted of an animal welfare law violation such as neglect, cruelty, abandonment, etc.
9. I will ensure proper licensing of the dog and will attach the appropriate license tag, rabies tag, and personal identification tag to a non-choke collar to be worn at all times per SOUTH CAROLINA LAW.  I will ensure compliance with all applicable local and state statutes.
10. I am adopting the dog for myself, and I agree not to give away, sell, or trade my dog, even as a gift to a friend or family member.  I will neither take the dog to a shelter nor abandon the dog.  I understand that I must notify CHANTAL LORENTZ, without delay, if I can no longer care for or keep my dog and agree to give CHANTAL reasonable time to rehome my dog or place my dog in an approved foster home, if possible.  I must notify CHANTAL LORENTZ of any behavioral problems that have occurred at any time before I return my dog, and I agree to pay for a professional trainer’s evaluation in cases of biting or aggression. I understand that CHANTAL LORENTZ does not guarantee that they will accept my dog back.
11. I agree to accept responsibility and ownership of the dog at my own risk, and I release CHANTAL and its agents from any and all liability arising out of possession and ownership of my dog.  I agree that I am assuming total financial responsibility for my pet as of the date of this contract. CHANTAL LORENTZ and its agents will not be held responsible for any damages or expenses (veterinary or other) incurred during my ownership of the dog.
12. I agree to take the dog to obedience training classes as a puppy, and/or as an adult in the event the dog develops behavioral issues prior to any attempts at rehoming or agree to be financially responsible for training classes CHANTAL LORENTZ may need to pursue in the event the dog is returned to her.
13. In the event the dog becomes lost or dies, I will immediately notify CHANTAL LORENTZ.  I will also immediately notify CHANTAL LORENTZ of any change of contact information (address, phone number, or email address).
14. I agree to permit CHANTAL LORENTZ to make inquiries about and enforce any of the above conditions and requirements at any time after adoption.  This can include visits to my home and contact with my veterinarian.  I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY OF THE ABOVE PROVISIONS WILL RESULT IN THE FORFEITURE OF THE DOG TO CHANTAL LORENTZ.
15. Seller has permission to give buyer’s contact information to potential buyers to use for referral purposes only. We will supply an email first then phone number, if necessary, with permission.

I understand that by voluntarily signing this agreement, I am entering into a legal and binding contract with CHANTAL LORENTZ. Breach of any term(s) of this agreement is deemed actionable by CHANTAL LORENTZ. In the event there is a violation of the agreement, I agree to pay a minimum of $1,000.00 in damages. Additionally, in order to facilitate the collection of damages for breach of contract, I waive any challenge to venue and agree that the appropriate venue for this matter is the Dorchester County County Courthouse. Furthermore, I agree to accept service of process by certified mail, return receipt requested, to the address provided in this adoption contract, and specifically waive any right to receive personal service.

PRINT, SIGNATURE AND DATE OF INDIVIDUAL TAKING LEGAL OBLIGATIONS OF THE DOG AND THIS CONTRACT \*\* All Adults must sign

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT, SIGNATURE AND DATE OF CHANTAL LORENTZ: REPRESENTATIVE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER CONTACT INFORMATION

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SELLER CONTACT INFORMATION

Chantal Lorentz

199 Moon Dance Ln

Summerville, SC 29483

567-224-5575

channysdoodles80@gmail.com

HEALTH WARRANTY for : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parent animals were mated with the aim of breeding good quality, healthy puppies and every effort is made to ensure that the puppy is delivered in a healthy and sound condition. We guarantee our puppies to be free from life-threatening or debilitating congenital or hereditary defects for a period of two years from the date of birth.

In pursuant to South Carolina Law regarding Sale of Companion Animals SECTION 47-13-160:

This is a limited 6 month guarantee and there is no guarantee against negligence or injury.

Your puppy is also guaranteed for 14 days after leaving the seller’s care against any kind of preventable illnesses. In the event of any health issues within 14 days of purchase, the buyer is required to take the puppy to a licensed veterinarian immediately or this guarantee will be null and void.

All costs incurred are the responsibility of the buyer. In the event the buyer chooses to keep the puppy, the Seller will be fully released from any future liability towards that pet. No cash refunds will be given.

Any known fault will be disclosed in advance and in writing. The puppy will have current wormings and vaccination(s) at the time of delivery. It is the responsibility of the buyer to keep the vaccinations and wormings current. There are certain disorders that may be caused by environmental factors, for example: allergies, thyroid dysfunction, demodectic mange, and other autoimmune disorders that are not covered by this guarantee. The seller is not responsible for stress-related illness such as hypoglycemia, colds, coccidia, giardia, nor kennel cough.

To ensure immunity against diseases, please do not take the puppy into public places unless absolutely necessary until the puppy has had all its vaccinations (as recommended by your veterinarian).

The Sellers will NOT be responsible for factors beyond their control, including, but not limited to: Negligence, cruelty, accidental injury, exposure to disease carrying animals, stress resulting from change in diet or environment, hypoglycemia, kennel cough, retained baby teeth, off bits, umbilical hernias, undescended testicles, inguinal hernia, or any other expense except as otherwise provided by law or in this agreement, the following conditions MUST be met for the guarantee to remain in effect. If they are not met then you will have voided your guarantee and it will not be honored: 1. The guarantee applies to the original purchaser of the puppy only. 2. The puppy receives veterinary care at periodic intervals to include regular checkups, worming, heartworm, and the continuation of the vaccinations series already started. 3. The puppy receives daily rations of quality food and fresh water such that are well-nourished and resistant to sickness. 4. The puppy is housed in a suitable shelter typical for its breed and protected against extreme weather conditions.

In order to seek damages in relation to health concerns or conditions, please complete the attached ‘Elections Page’ and supply all supporting information.

UNFITNESS OF ANIMAL - ELECTION OF OPTIONS

I understand that, upon delivery of my veterinarian's certification of unfitness, I have the right to elect one of the following options. I am aware of those options and I understand each of them. I have chosen the following option:

\_\_ 1. Return of the animal and receipt of a refund of the purchase price, including sales tax, for the animal and reimbursement of the veterinary fees incurred before the date I received the veterinarian's certification of unfitness. The reimbursement for veterinarian's fees must not exceed fifty percent of the purchase price, including sales tax, of the animal.

\_\_ 2. Detention of the animal and reimbursement for the veterinary fees incurred before the date I received the veterinarian's certification of unfitness and the future cost to be incurred in curing or attempting to cure the animal. The total reimbursement for veterinarian's fees must not exceed fifty percent of the purchase price, including sales tax, of the animal.

\_\_ 3. Return of the animal and receipt of an animal of my choice of equivalent value in exchange and reimbursement of veterinary fees incurred before the date I received my veterinarian's certification of unfitness. The reimbursement for veterinarian's fees must not exceed fifty percent of the purchase price, including sales tax, of the animal.

\_\_ 4. DEATH OF ANIMAL ONLY. Receipt of a full refund of the purchase price, including sales tax, for the animal or, in exchange, an animal of my choice of equivalent value and reimbursement of the veterinary fees incurred before the death of the animal. The reimbursement for veterinarian's fees must not exceed fifty percent of the purchase price, including sales tax, of the animal.

Attached is a veterinary certification of unfitness that includes:

\_\_ Owners Name

\_\_ Date of examination

\_\_ Breed, color, sex and age of animal

\_\_ Statement from veterinarian in relation to unfitness with findings

\_\_ Itemized statement of veterinary fees incurred as of the date of the certification; including, where the animal is curable, the estimated fee to cure the animal;

\_\_ Where the animal has died, a statement setting forth the probable cause of death

\_\_ The name and address of the certifying veterinarian and the date of the certification.