

PUPPY CONTRACT AND GUARANTEE

This agreement is between (Seller) Susan B. Holtcamp dba Magnolia State Poodles and Doodles and:
(Buyer) _____ / _____

It is agreed between Seller and Buyer as follows:

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

Sex: _____

Date of Whelp: _____ Color: _____

Dam: _____ Sire: _____.

The purchase price of the puppy is \$_____.

Non-refundable deposit is \$_____.

The balance of \$_____ is due.

If shipping, an additional \$_____ will be due two weeks prior to the shipment of puppy.

Puppy's Health: Susan B. Holtcamp dba Magnolia State Poodles and Doodles states that this puppy is in good health at the time of pickup or delivery. If this puppy is found to have a life-threatening condition diagnosed by a vet within 5 days from the date of purchase, the BUYER may return this puppy to Magnolia State Poodles and Doodles at the BUYER'S expense to receive a full refund or a replacement puppy if one is available. Proof of examination and diagnosis must be provided to the BREEDER within the 5-day period in order to receive reimbursement of funds. The BREEDER reserves the right to a second veterinary opinion. Magnolia State Poodles and Doodles should be contacted immediately with the name and number of the Vet responsible for performing the exam. The Vet will also need to provide in writing all of the results and a diagnosis. BUYER understands and agrees that failure to comply with this provision voids any health guarantee provided under this Agreement or otherwise.

This contract does not cover the following: viral illnesses (Parvo, influenza etc.), parasites, infections, improper bites, hernias, undescended testicles, giardia or coccidiosis, kennel cough, or illnesses requiring short term medication. It also does not cover conditions due to the ingestion of foreign objects, food, chemicals, stress related issues, behavioral issues, physical injuries which may have occurred and/or contracted during transport to the BUYER if using a third-party transport.

The BREEDER promises to make the BUYER aware of any and all known health issues before the purchase of this puppy. The Breeder is not liable for any accident or injury of the animal once it leaves Magnolia Poodles and Doodles premises. Once the puppy leaves our care, we have very little control over how the puppy is handled, where the puppy is taken or what the puppy is exposed to.

Vaccinations and Dewormer: The Breeder assures that this puppy has received one shot of the Nobivac® Canine 1-DPv Vaccine at 5 weeks of age and Nobivac® Canine 1-DAPPv Vaccine at 8 weeks of age, at a minimum. This vaccine covers Distemper, Adenovirus Type 2, Parainfluenza, Parvovirus and Hepatitis. Magnolia State Poodles and Doodles deworms puppies at two-week intervals starting at about 2 weeks (Nemex 2 at 2 and 4 weeks and Safe-Guard at week 6 and 8, at a minimum). This does not mean that your puppy may not have parasites.

Health Guarantee: If it is determined by two licensed veterinarians within the first 18 months after birth that the dog suffers from a genetically inherited disease that was not identified during the Initial Health Assessment (within 5 days of pick up or delivery), BUYER must notify Seller and provide Seller the contact information for the two licensed veterinarians who made the determinations and all records relating to their determinations within 48 hours of their determinations.

If the two licensed veterinarians determine that the genetically inherited disease impairs the Dog's quality of life and fitness as a companion pet, BUYER may elect to (1) exchange the Dog for another dog bred by Seller when it becomes available, (2) return the Dog to Seller and accept a refund of the Purchase Price only, or (3) keep the Dog. If BUYER elects to exchange or return the Dog to Seller, BUYER agrees to immediately coordinate with Seller to make such arrangements and that any shipping costs for delivery of the replacement dog shall be the sole responsibility of BUYER. If BUYER chooses to keep the Dog, Seller will provide a partial refund of 50% of the original Purchase Price, but no replacement will be given, all medical costs and treatment shall be the sole responsibility of the BUYER, and any health guarantee provided under this Agreement or otherwise shall be rendered void.

Health: The BUYER agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with vaccines, proper nutrition, which consists of a good quality dog food, fresh water at all times and teeth cleanings as needed to ensure longevity of life. The BUYER promises to provide a safe environment for the dog and never allow the dog to roam freely without proper fencing or supervision. Seller is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase. If any of the above preventative care has not been provided, health warranty will be rendered null and void.

Limitation of Guarantee: We do not guarantee fur color or type (i.e. curly, wavy, etc), eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, potty training ability, proper bite, coat quality, length, weight, hernias of any kind, physical flaws or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects considered life threatening. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered, the BUYER assumes *all* responsibility for the puppy. BUYER understands that adult sizes are an estimate only, based on Seller's experience. BUYER acknowledges that there is no guarantee on final adult weights, actual size, color or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes or hernias. We do not warrant against any condition caused by carelessness, negligence or abuse.

Spay/Neuter Agreement: BUYER is responsible for spay/neuter of the dog before 18 months of age. BUYER must send documentation to breeder of the spay/neuter as proof that the procedure has been done by time the dog is 18 months old, or the dog will be returned to the breeder immediately with no refund given to the buyer. If the dog is bred without approval from the breeder before 18 months old, and the applicable breeding rights weren't paid for at the time of the sale of the puppy, an additional \$5,000 will be due to the breeder immediately. In this case, there will be no refund or reimbursements given to the BUYER by the breeder. This includes any vet bills and expenses for food, shelter, medication, etc. The BUYER understands that we do this to protect our puppies from going to puppy mill breeders, back yard breeders, and those who have no knowledge and experience of breeding. BUYER understands that we only sell breeding rights to experienced breeders who agree to do the necessary health testing, screening, and temperament and structural evaluations for their dogs to better the breed of Aussiedoodle.

Protecting your puppy: Puppies are given at least 1 shot while with us. This does not mean they are immune to the diseases that they have been vaccinated against. **Please check with your Vet and follow up on all recommended boosters before taking your puppy to meet the public at places including parks, lakes, on camping trips and so on.** Take your puppy to the Vet in a carrier and do not allow them to roam freely. Do not allow other clients at the Vet office to handle your puppy. This may seem unfriendly, but it is important. **Just remember that they may be visiting the Vet with a sick pet, and they may spread disease to you puppy.** Do not allow your puppy to roam your home unsupervised unless you have thoroughly puppy proofed. We recommend a crate, a playpen or a gated off “puppy area” when you cannot supervise your puppy for the first couple months in their new home.

Open Door Policy: If at any time, the Buyer can no longer retain possession of the dog, the Seller must be notified and granted full ownership of the dog back to **Magnolia State Poodles and Doodles** who will find a suitable home for the dog. Our puppies are considered property of **Magnolia State Poodles and Doodles**. **No refunds.** The dog must be returned with all medical records. Under no circumstances will the Buyer rehome the dog, which includes surrendering the dog to the pound or any rescue center. This provision is to ensure that our Aussiedoodle’s will not end up homeless or destroyed, and a proper suitable home is found. Rehoming of our puppy without written consent from **Magnolia State Poodles and Doodles** will be considered breach of contract and the Buyer will be sued for damages for the actual value of the puppy at the time of original sale (purchase price) and any fees incurred to regain possession on the dog.

Puppy Updates: Feedback helps us to make future breeding decisions and also to better predict how our future litters will develop as adults. Now and then we would really love it if you would share with us your dogs pictures and updates as your puppy develops. Good or bad we want to know anything that you're willing to share with us. We will be here day or night to answer any questions you might have for the life of your dog. Our dogs are a big part of our life so we might just have a few tips to share with you. Enjoy your puppy from Magnolia State Poodles and Doodles!

The BUYERS agreements will continue for the duration of this dog's life and the BREEDER will have the right to enforce these agreements.

If for any reason, you are unable to care for your puppy or adult dog PLEASE contact us immediately!

Please read thoroughly.

I HAVE READ AND UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS:

Buyer: _____

Dated: _____

Seller: _____

Dated: _____

Microchip Number: _____