

Kenmore Labradoodles

Multi-Generational Australian Labradoodles

Jerry & Jennie Owen
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COMPANION DOG PURCHASE AND SALE AGREEMENT

Agreement is made between Kenmore Labradoodles, Jerry and Jennie Owen ("Seller") and the Purchaser set forth below ("Buyer")

I. BUYER'S INFORMATION:

Name _____ Phone: _____

Address _____ City _____

State _____ Zip _____

Email: _____

Seller hereby sells to Buyer, and Buyer purchases from Seller, the following Companion Labradoodle dog described below ("Dog"):

Sire Swinging Gate Royal Ryder Dam: Happy Labradoodle Clio

DOB April 29th, 2022 Microchip # _____

Gender: Male _____ Female: _____ Color: _____

Purchase Price: \$3000 + WA sales Tax (WA residents only) @ 10.1% \$303 = \$3303.00

If out of state, no sales taxes apply. Add delivery charges if applicable (see shipping information) – * *no tax if paid in cash at time of pick-up.*

Total \$ _____ Est. pick up/delivery date _____

CONSIDERATION:

Payment \$ _____ Date: _____ Balance \$ _____

Seller Initials: _____ Buyer Initials: _____

I. PAYMENT:

Please make all payments payable to ***Jerry and/or Jennie Owen***. A deposit of \$500 will reserve a Dog for the prospective Buyer. The deposit is payable through Venmo. The remaining balance is to be paid at the time when the Dog reaches 6 weeks of age using certifiable funds, unless other payment options are made in advance.

II. ADDITIONAL COSTS:

An additional charge of \$225.00 per week will be added to the Purchase Price after the Dog reaches 9-weeks of age and up to 12-weeks of age for training, board and care, unless prior arrangements are made with the Seller. All age appropriate vaccinations and routine veterinary care will be the responsibility of the Seller (including expenses of such) while the dog is in Seller's possession. Please note that the additional charge of \$225.00 per week will not be refundable in the event any portion of the Purchase Price is refunded to Buyer and/or a replacement dog is given to Buyer, as provided in Section V.

If Seller does not have the gender or color Buyer desires, Buyer will be given the following options: (a) to choose either another available Dog from the same litter; (b) wait for the next available Dog with Buyer's preference(s) from a future litter; or (c) request a refund of the deposit.

Note: Seller retains the right to hold back (i.e., keep) any Dog from any litter for a future breeding program and/or service dog program.

III. SHIPPING INFORMATION

We do not ship puppies at this time. Out of state purchases will require the customer to pick up the puppy. (The customer will be responsible for all expenses associated, including but not limited to the Medical Exam & Health Certificate, required by the airlines).

IV. REPRESENTATIONS AND WARRANTIES:

Seller Warrants/Buyer Agrees:

1. Seller has clear title to the Dog.
2. Dog will be in good health on the date of delivery as set forth in the Health Warranty Paragraph below.
3. All the Dogs health records, genetic testing (if any) and pedigrees provided to Buyer are true and accurate to the best of Seller's knowledge.
4. Seller will provide up to date health records including all vaccinations, de-worming and puppy wellness reports for Dog at time of transfer to Buyer.
5. Dog will have a permanent identification by microchip. A microchip application will be provided to the Buyer. *The Microchip application must be completed and mailed within 72 hours by the Buyer to transfer the Dog's proper ownership.*

Buyer Warrants:

Seller Initials: _____ Buyer Initials: _____

1. Buyer is not acting as an agent in the purchase of the Dog, and is buying the dog for their own personal or family companion. Buyer will not, at any time, sell the Dog to any agent, animal broker or pet store.
2. Buyer will have Dog spayed/neutered at Buyer's expense prior to 9 months of age by a licensed veterinarian. Buyer will provide proof of the neutering or spaying by a signed statement from a licensed veterinarian prior to 9 months of age. If neuter/spay is not completed, Seller retains the right to collect an additional \$9000 from Buyer. NOTE: THIS IS NOT A BREEDING DOG TRANSACTION. All expense for health testing is the responsibility of the Buyer
3. Buyer will notify Seller in the event of a change of address or contact details.

Indemnification and Risk of Loss: Should the Dog die after the Buyer applies his/her deposit and/or payment to such Dog, but prior to being transferred to the Buyer, the Buyer will be given the following options: (a) to choose another available Dog from the same litter (one not under contract by another Buyer or reserved for the breeding program); (b) wait for the next available Dog with Buyer's preference(s) from a future litter; or (c) receive a refund of the deposit. Risk of Loss for any reason, other than as specified in the Health Warranty paragraph below, for the applicable Dog will pass to Buyer when Buyer takes possession of the Dog(s) at Seller's kennel or upon arrival at the Buyer's airport.

V. HEALTH WARRANTY:

The Dog will be delivered in good health and to the best of Seller's knowledge, free from genetic defect. Seller has taken every reasonable precaution to ensure the physical soundness and temperament of the Dog. To the best of Seller's knowledge, the Dogs' sire and dam are free of hereditary defect.

Upon receipt of the Dog, Buyer has 72 hours to take the Dog to a licensed veterinarian of its own choice to determine the Dogs' physical condition. If Buyer is satisfied with the veterinarian report, Buyer will retain possession of the Dog and thereafter hold Seller harmless from any loss, damage or cost resulting from the general health of the Dog. If the Dog is found by the licensed veterinarian to be in a general state of poor health or seriously ill by the veterinarian's report, Buyer shall immediately provide Seller with a copy of such report and may return the Dog to the Seller within three (3) days of the veterinarian examination at Seller's expense. Seller will replace the Dog or refund the amount paid, at Seller's option. Return shipment of the Dog will be the responsibility of the Buyer and is a prerequisite for exercising this Health Warranty. Shipment of a replacement dog will be the responsibility of the Seller.

SELLER ASSUMES NO RESPONSIBILITY FOR ANY HEALTH-RELATED ISSUES OR LOSS OF LIFE DUE TO REACTIONS CAUSED BY VACCINATIONS OR FLEA AND TICK PREPARATIONS ADMINISTERED BY ANY PERSON EITHER ORALLY OR ON THE SKIN SURFACE.

Seller has not given leptospirosis vaccine to the Dogs. For any dog that is under the age of two on the date of signing this agreement, the following genetic guarantees will apply:

If the Dog dies from a genetic illness or defect within two years of its whelp date (but not because of a condition caused by or contracted while in the Buyer's possession), the Dog will be replaced as soon as a replacement Dog is available, or Seller will, at Seller's option, refund the purchase price. A certified written report from a licensed veterinarian of Buyer's choice and own expense shall be submitted to

Seller Initials: _____ Buyer Initials: _____

verify a genetic illness or defect. Seller reserves the right to get a second opinion at its own expense. This warranty applies only to the original Buyer represented in this agreement and is not- transferable.

VI. DISPOSITION OF DOG(S): Buyer agrees that if it desires to sell or give away the Dog, Buyer will notify the Seller and give the Seller the first opportunity to help re-house the Dog. Buyer agrees not to give the Dog away to a pound or shelter.

VII. BUYER'S OBLIGATIONS: Buyer agrees to take the proper safeguards for the care, safety and well-being of the Dog, included but not limited to suitable shelter, feeding (i.e. not allowing to be underweight, overweight or obese), exercise, socialization, and obedience training. Disregard for any of the above voids any warranties under this Agreement.

VIII. JURISDICTION: This Agreement will be construed in accordance with the laws of Washington State. If any legal action is to be taken by either Buyer or Seller venue shall be in Snohomish County, Washington.

IX. SEVERABILITY: If any provision of this document shall be deemed unenforceable or against public policy of any statute, all other provisions of this Agreement shall remain in full force and effect.

X. BINDING AGREEMENT: This Agreement will be binding upon receipt of a fully executed agreement between the Buyer and Seller. The parties expressly agree that this document constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements in relation to this transaction.

The undersigned hereby acknowledge reading and understand the entire agreement and agree to be bound by the terms hereof.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller Initials: _____ Buyer Initials: _____