

Legal Binding Contract for Purchase

Breeder Golden Beauties Driven to Doodles, LLC (hereafter referred to as such) agrees to sell the

Buyer(s): _____,

Address: _____,

Phone: _____,

E-mail: _____.

Buyer agrees to purchase from Breeder a puppy whelped on: _____.

Breeder name: Golden Beauties. . . Driven to Doodles, LLC PD # 638

C/O President Stacy Lynn Parks Fleming M.S., CBCC-KA, Dip. CBST, ABCDT.

Puppy Type and Payment Details:

\$_____ : Goldendoodle, F1/F1b; Labradoodle F1, Golden Retriever, Double Doodle
Buyer will pay the sum of the above listed amount as the full purchase price of the puppy; If a non-refundable reservation fee of \$500.00 has been received prior to date puppy is 5 weeks old then remaining balance is due prior to 5 weeks of age of puppy, if balance is not received by the 5 week age mark seller will relinquish ownership of puppy and Breeder will retain reservation fee of \$500.00; Buyer will be pushed to the next wait list. If buyer has submitted a reservation fee after the 5-week age mark remaining balance is due within 5 business days of receipt of this contract or Buyer will relinquish ownership of puppy and be moved to next wait list. If something shall arise where puppy is not able to be provided to buyer after 8 weeks of age due to puppy illness, instability or death a refund of puppy balance minus the \$500.00 non-refundable reservation fee will be issued to the buyer as long as all payments have cleared prior to the issuance of a refund; breeder has the right to relinquish and refund or offer the option for buyer to wait for a future litter. Breeder cannot guarantee size or temperament of the puppy. Breeder can only estimate the size based on weight and the size of the parents. Puppies could grow larger or stay smaller than projected size. Breeder does not guarantee color, coat quality, amount of shedding, reproductive capability or lifespan of puppy. This puppy is not to be bred.

NYS WARRANTY:

Breeder will abide by the laws of the State of New York (Puppy Lemon Laws): Article 35-D of the General Business Law Relating to Sale of Dogs and Cats from the State of New York Department of Agriculture and Markets.

Buyer Initials: _____

Buyer Name: _____

Buyers Initials: _____

Golden Beauties Driven to Doodles warranty:

The puppy is sold to Buyer and Buyer purchases and accepts the puppy in "as is" condition and Breeder makes no guarantees or warranties, express or implied concerning the puppy's health provided, however that:

- i. Breeder guarantees that for period of (4) years from the date of birth of the puppy, the puppy will not have or develop the following conditions: hereditary cataracts, hip or elbow dysplasia, heart defects, PRA, or Von willebrands.
- ii. A **6 year health guarantee** will be given if owners purchase and feed Life's Abundance food from one of our Life's Abundance Accounts (20576348, 20576368, 20575324)
- iii. If Buyers Licensed Veterinarian provides a written opinion including diagnostic proof that puppy has one of the above listed conditions and such a claim is made up to 48 months from puppy's date of birth the Breeder shall have an obligation to provide monetary reimbursement as follows: up to 12 months of puppy's age a full refund of purchase price for puppy minus \$500.00 non-refundable reservation fee, 2nd year of puppy's life ¾ of full purchase price, 3rd year of puppy's life ½ of full purchase price, last year of guarantee and 4th year of puppy's life ¼ of full purchase price; If the Life's Abundance exclusive 6 Year Guarantee is chosen the money back amount for the 4th year will occur for remainder of 2 years of the 6 year health guarantee. This amount will be refunded to buyer within 12 months for reimbursement for surgery within 12 months from date of surgery provided however that the foregoing conditions must be satisfied in order for breeder to have such an obligation.
- iv. This guarantee is not transferable.

The Puppy shall be given adequate housing and shade and shall be properly and sufficiently fed. The Puppy shall not be neglected or mistreated in any way. Reasonable precautions shall be taken to prevent the acquiring of hereditary defects.

If buyer can no longer harbor puppy buyer is required to contact breeder to allow breeder to approve an appropriate home/or return puppy to breeder; no puppy shall be surrendered to a shelter.

Buyer agrees to not breed the puppy at all, if an accidental breeding shall occur a sterilization will be performed by a licensed veterinarian at cost to Buyer. Buyer will have male puppy neutered no sooner than 8 months and no later than 1 ½ year of age; female puppy no sooner than 7 months no later than 9 months of age. Proof of spay/neuter shall be provided to Breeder immediately upon completion.

Breeder warrants that she is the lawful owner of the puppy, that the puppy is free from all encumbrances and that she has the right to sell the puppy. Breeder will defend the title to the puppy from all claims and demands.

In the unlikely event that litigation is necessary; both parties agree that it shall be held in Monroe County, New York.

Buyer has read and understands all the terms and provisions contained in this contract. Buyer understands the terms and provisions contained constitute a binding agreement of the parties with respect to the sale of said puppy.

Buyer signature: _____

Buyer Name: _____

Buyers Initials: _____

NYS RECEIPT

For Golden Beauties Driven to Doodles, PD # 638

Received from above listed buyer

The above listed purchase price has been received by Breeder from purchaser on the date of this contract.

The following documents were provided to Buyer below in this contract:

x "Sale of Dogs and Cats Notice" (see below)

Revised 1/31/14 - Form I

THE SALE OF DOGS AND CATS NOTICE

Article 35-D of the General Business Law, hereinafter referred to as "the Law", sets forth certain rights which arise when a consumer purchases a dog or a cat from a pet dealer. Pursuant to the Law the Commissioner of Agriculture and Markets has promulgated regulations which require a pet dealer to provide certain information to a consumer in writing upon the sale of an animal. Such information shall include a description, including the breed of the animal, the date of purchase, the name, address and telephone number of the consumer and the pet dealer and the amount of the purchase. The pet dealer shall certify such information by signing and dating the document in which it is contained. Additionally, every pet dealer who sells an animal required to be vaccinated against rabies, to a consumer shall provide the consumer at point of sale with a written notice summarizing rabies immunization requirements.

The Law further provides that if, within fourteen business days following the sale of an animal subject to this article or receipt of the written notice required by section seven hundred fifty-four of this article, whichever occurred last, a veterinarian of the consumer's choosing, licensed by a state certifies such animal to be unfit for purchase due to illness or the presence of symptoms of a contagious or infectious disease, or if, within one hundred eighty calendar days following such sale or receipt, whichever occurred last, a licensed veterinarian certifies such animal to be unfit for purchase due to a congenital malformation which adversely affects the health of the animal, the pet dealer shall afford the consumer the right to choose one of the following options:

- The right to return the animal and receive a refund of the purchase price including sales tax and reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase; or
- The right to return the animal and to receive an exchange animal of the consumer's choice of equivalent value and reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase; or
- The right to retain the animal and to receive reimbursement from a pet dealer for veterinary services from a licensed veterinarian of the consumer's choosing, for the purpose of curing or attempting to cure the animal. The reasonable value of reimbursable services rendered to cure or attempting to cure the animal shall not exceed the purchase price of the animal. The value of such services is reasonable if comparable to the value of similar services rendered by other licensed veterinarians in proximity to treating veterinarians. Such reimbursement shall not include the costs of initial veterinary examination, fees and diagnostic fees not directly related to the veterinarian's certification that the animal is unfit for purchase.

The law requires that any refund and/or reimbursement required shall be made by a pet dealer not later than ten business days following receipt of a signed veterinary

Buyer Name: _____

Buyers Initials: _____

certificate as herein required. Such certification shall be presented to the pet dealer not later than three business days following receipt thereof by the consumer.

The Commissioner of Agriculture and Markets has prescribed a form for the certification that an animal is unfit for purchase which shall be provided to a consumer by an examining veterinarian upon the examination of a dog or cat subject to the Law. That form includes information which identifies the type of animal, the owner, the date and diagnosis of the animal, the treatment recommended, if any, and an estimate of the actual cost of such treatment. Such form also includes this notice.

The Law provides that a veterinary finding of intestinal parasites shall not be grounds for declaring the dog or cat unfit for sale unless the animal is clinically ill due to such condition. An animal may not be found unfit for sale on account of an injury sustained or illness contracted subsequent to the consumer taking possession thereof.

The Law provides that if a pet dealer wishes to contest a demand for a refund, exchange or reimbursement made by a consumer such dealer shall have the right to require the consumer to produce the animal for examination by a licensed veterinarian designated by such dealer. Upon examination if the consumer and the dealer are unable to reach an agreement which constitutes one of the options set forth in the Law within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such refund, exchange and/or reimbursement. Nothing in § 753 of the General Business Law, however, in any way limits the rights or remedies which are otherwise available to consumers under any other law.

For the purposes of the Law, "consumer" means an individual purchasing a dog or a cat from a pet dealer. A pet dealer shall not be considered a consumer. "Pet dealer" means any person, firm, partnership, corporation or other association which in the ordinary course of business engages in the sale or offers for sale more than nine dogs or cats per year for profit to the public. Such definition includes breeders of animals who sell or offer to sell animals directly to a consumer but does not include duly incorporated humane societies dedicated to the care of unwanted animals which make such animals available for adoption whether or not a fee for such adoption is charged.

Information Sheet (to be given upon physical transfer to owner)

Disclosure of Animal Pedigree (see below)

DISCLOSURE OF ANIMAL PEDIGREE REGISTRATION

The animal you are purchasing is registered with the: Continental Kennel Club

Registration means that Continental Kennel Club

maintains information regarding the parentage and identity of this animal.

Persons buying animals represented by a pet dealer as being registerable are entitled to

the papers necessary to effect such registration within 120 days of purchase.

Failure to

provide such papers entitles the purchaser to remedies under law. However, if the purchaser notifies the pet dealer within the 120 day period that he or she has not received such papers, the pet dealer shall have an additional 60 days commencing at

the end of the 120 day period in which to provide the documents.

I acknowledge receipt of a copy of the above statement:

Buyer Name: _____

Buyers Initials: _____

And I understand I will be given Continental Kennel Club Registration when my puppy comes home.

Pedigree registration documents (to be given when puppy is transferred to owner- Continental kennel club registration)

Information on the value of spaying and neutering (see below)

NYS: "Benefits of spay/neuter your new companion

Spaying or neutering your dog or cat is beneficial to both you and your pet. It is recommended that the surgery be performed before first heat cycle age. Some of the advantages are: Your pet's life expectancy is generally increased and its disposition becomes more desirable. Pets are less likely to stray from home or attract unwanted visitors. Spaying a female helps prevent uterine infections such as pyometra and breast cancer. Neutering a male will help reduce the risk of testicular cancer, prostate disease and hernias. The dog license fee in your local municipality is lower. Reducing the pet overpopulation is beneficial for every community as millions of cats and dogs are euthanized or suffer as strays every year. Further, each time a municipality seizes a stray animal, the municipality is responsible for sheltering, feeding and possibly euthanizing the animal. This results in added expense to the municipality." NYS Dept of Ag & Mkts

Rabies Information sheet (see below)

What Pet Owners Need to Know About Rabies Vaccinations in New York State

(Effective November 20, 2002, this information sheet must be provided by pet dealers to consumers upon point of sale of cats, dogs, and ferrets.)

State law requires rabies vaccinations (shots) for all cats, dogs and domesticated ferrets!

(Note: Ferrets are illegal in New York City.)

Where can I get my pet vaccinated?

All counties (excluding New York City counties) are required to provide a free vaccination clinic every four months. Contact your county health department for the schedule in your area. Rabies vaccinations are also available from your veterinarian. If you have questions about new vaccines developed specifically for cats and for pets at younger ages, contact your veterinarian.

When should my pet receive its first rabies vaccination?

The law requires that your pet's first rabies vaccination be given no later than four months (three months in New York City) after its date of birth. Many rabies vaccines are licensed for use at three months, although some may be given at younger ages.

When should my pet receive its second rabies vaccination?

Your pet should receive its second rabies vaccination within one year after the first vaccination. The second rabies shot and all shots thereafter are sometimes called booster shots.

After my pet gets its second rabies shot, when is the next booster shot due?

After the second rabies shot, you need to get additional booster shots either annually or every three years, depending on the type of vaccine administered.

What proof will I have that my pet received its rabies shots?

The veterinarian, or a person under the veterinarian's supervision, will provide you with a certificate as proof that your pet has been vaccinated. The veterinarian's office will also keep a copy of your pet's vaccination certificate. The law requires the veterinarian to provide the vaccination certificate to any public health official for any case involving your dog, cat or ferret that may have been exposed to rabies, or in any case of possible exposure of a person or another animal to rabies.

What if my pet needs to be taken to the veterinarian?

Buyer Name: _____

Buyers Initials: _____

Whenever you bring your pet to a veterinarian, s/he will verify if the animal is up-to-date on its rabies shots. If the animal is not up-to-date on its rabies shots or exempt as stated below, or if the veterinarian cannot find proof of the animal's rabies vaccination history, you may request your pet be vaccinated at that time.

*If my pet bites a person, does it have to be euthanized (put to sleep)? **

If your pet bites a person and you wish to avoid euthanizing and testing it for rabies, it must be confined and observed for ten days. If your pet is not up-to-date on its rabies shots, the ten-day confinement/observation period must take place, at the owner's expense, at an appropriate facility such as an animal shelter, veterinarian's office, or kennel. If your pet is up-to-date on its rabies shots, the county health department may allow the ten-day confinement/observation period to take place in your home. During the ten-day confinement period, the county or a designated party must verify that your pet is under confinement and observation, has remained healthy during and at the end of the ten-day period. (* In New York City, ten-day observation periods may be done at the home of the pet owner, regardless of the animal's rabies vaccination status.)

Fines

If your dog, cat or domesticated ferret is not vaccinated, is not up-to-date on its vaccinations, or is not properly confined after biting someone, as the owner you shall be subject to a fine not to exceed \$200 for each offense. Additional fines may apply locally.

Exemptions

The vaccination requirements shall not apply to any dog, cat, domesticated ferret if the animal is transported through New York state and remains in the state 15 days or less; the animal is confined to the premises of an incorporated society devoted to the care of lost, stray or homeless animals; a licensed veterinarian has determined that the vaccination will adversely affect the animal's health; the animal is confined to the premises of a college or other educational or research institution for research purposes; or if the animal is unowned (feral, wild, not socialized).

NYSDOH, 8/25/05

Purchaser's Signature _____

Breeder Signature: _____

Buyer Name: _____

Buyers Initials: _____