

# Furever Doodles "Pet" Sales Contract and Health Guarantee Agreement

This Furever Doodles Sales Contract and Health Guarantee Agreement (hereafter " <b>Agreement</b> ") is made and entered into as of by and between Hannah knight, individually a resident of Price, Utah 84501.
Mailing Address: Po. Box 1504 Price, Utah 84501 Telephone: (801) 633-5932
Email: myfureverdoodles@gmail.com
Website: <a href="www.fureverdoodles.com">www.fureverdoodles.com</a> . (hereafter "Breeder"), and <a href="Name">Name</a> :
Street Address:
City:State:Zip Code:
Telephone:
(hereafter "Buyer").
In consideration of the mutual covenants, representations, warranties and undertakings herein this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed thereto.  1. Breeder's Covenants.
1.1. Description of Puppy.
Breed: Sheepadoodle Gender: (circle one) Female Male
Markings:
Parents
Date of Birth:
Microchip#:
(hereafter "Puppy").
1.2 Sales Price.  Date of Pickup: (hereafter "Date of Pickup")  Total price paid for the dog (excludes Shipping Cost):  Shipping Cost:  Total Sales Price Buyer owes Breeder: (hereafter "Sales Price")



## 1.3 Sale of Puppy to Buyer.

Subject to the terms ar	nd conditions	contained in	this Agreement,	Breeder sh	all sell B	uyer the l	Puppy for
the Sales Price.							

Deposit (Check One):	( ) Cash ( ) Check ( ) Venmo ( ) PayPal ( ) other	
Final Payment (Check On	e): ( ) Cash ( ) Check ( ) Venmo ( ) PayPal ( ) Other	
( ) FULL PAYMENT COM	MPLETE	

## 2. Buyer's Covenants.

Subject to the terms and conditions contained in this Agreement, Buyer shall perform as follows:

- pay Breeder the Sales Price for the Puppy;
- have this Puppy de-sexed before eight (18) months of age;
- provide proof of spay/neuter to Breeder within two (3) days of de-sexing procedure. If Puppy is not spayed/neutered, before the age stated above, then Buyer shall an additional penalty of six thousand dollars (\$6,000.00) due immediately to Breeder. Buyer shall pay this additional penalty to Breeder in addition to the puppy price, price of transportation, court cost, and attorney fees;
- pay Breeder a fee of ten (10) times the Sales Price of the Puppy if Puppy is ever bred;
- house the Puppy in indoors;
- maintain this Puppy at a proper weight and shall not be over exercised or allow this Puppy to go up and down stairs freely for the first year of its life (baby gates must block all stairs);
- take this Puppy to the veterinarian for annual shots and check-ups;
- feed this Puppy a high quality food approved by Breeder;
- provide basic obedience training for this Puppy for the Puppy's first year of life;
- inform Breeder of any concerns Buyer has about the health/temperament of this Puppy;
- allow Breeder to use any photograph(s) or statement(s) emailed or posted on Facebook, Twitter, Instagram, or other website as a form of advertisement in any way Breeder wishes. Buyer waives any and all claims to compensation for Breeder's use;
- ensure that this Puppy is never sold or given away to anyone and if for some reason Buyer is unable to keep the Puppy, Buyer must return the Puppy to Breeder. In such case Buyer shall waive any and all claims of right to a refund upon returning Puppy to Buyer. Furthermore, upon return to Breeder, the Puppy must be healthy and in perfect condition. Buyer shall be responsible for all fees to ship Puppy back to Breeder; and
- have Puppy examined by a certified veterinarian. Upon the completion of such examination, Buyer shall provide proof of examination to Breeder.

#### 3. One (1) Year Health Warranty.

## 3.1. Hereditary Defect.

We guarantee our puppies will not be affected by DM, GR-PRA1, GR-PRA2, PRCD, NEWS, VWD1. If this Puppy is found to have a hereditary defect that impacts Puppy's clinical quality of life, (a) by the age of twelve (12) months, (b) as certified by a qualified veterinarian at



Buyer's expense, and (c) subject to the conditions specified in this Agreement, then Breeder shall replace it with another puppy of equal value, subject to Buyer satisfying the below conditions and requirements.

#### 3.2. Buyer's Obligations to Redeem One (1) Year Health Warranty.

Breeder shall not be subject to the above warranty provision until Buyer provides Breeder veterinarians reports for Breeder's review. Such report must identify possible hereditary defects, and Buyer shall provide this report to Breeder within two (2) days of making its first complaint to Breeder.

Breeder shall review the provided reports and advise Buyer if a second opinion is required. If so Breeder has the right to require a second opinion from a veterinarian of its choice, at Breeder's expense. This warranty shall be null and void if this Puppy is determined to be overweight at any time, developing joints, becoming overstressed, involved in a serious fall, hit by a car, extensive exercise at any point during the one (1) year guarantee period. Breeder does not warrant its dogs hips against any form of hip dysplasia.

It is understood that there may not be a replacement puppy available at the time of requested replacement. Breeder shall have twenty-four (24) months to act upon this warranty. Any puppy that has been put to sleep for whatever reason Buyer waives all rights to a replacement puppy or to any financial payment as compensation. Moreover, Breeder may have the dog examined at Breeder's expense for the purpose of obtaining a second opinion or for performing necessary treatment.

This warranty does not warrant against mistreating of puppy, injury, accidents, poisoning, overweight, underweight, viral illnesses, trauma, environmental factors, infections, improper bites, hernias, patella issues, trachea issues, hypoglycemia, heart worm, Guardia, coccidia for any reason. This warranty also does not include any illness due to ingestion of foreign objects, food, chemicals, or physical injury.

## 4. Representations and Warranties at Time of Purchase.

4.1 Breeder's Representations & Warranties.
Breeder represents and warrants to Buyer the following:

- - Puppy has a sound temperament that is typical of the breed; and

that on the Date of Pickup that Puppy is believed to be in good health;

• Puppy has received appropriate vaccines and deworming. This warranty is valid for a period of three (3) days after the Date of Pickup.



## 5. Acknowledgements.

- 5.1 Buyer's Acknowledgements. Buyer acknowledges the following:
  - Breeder reserves the right to first 2 picks from each litter;
  - that Breeder is not responsible for any injuries, illness or death that may have occurred outside of the three (3) day period. Guarantee will be terminated if Puppy is not examined within 3 days after purchase; that
  - Breeder is selling this Puppy as a companion/pet and NOT a breeding dog;
  - that Breeder is making no covenant, representation, or warrantee on Puppy's size, color or temperament at puppy's maturity;
  - that Breeder is not responsible for Puppy that may show signs of shyness or extreme aggressiveness;
  - that once Puppy leaves Breeder's home that Buyer is now responsible for all vet bills, puppy supplies, training, grooming etc.;
  - that the microchip in this puppy will be registered to the Breeders name;
  - that Breeder will hold any and all registration papers for this puppy until proof of spay or neuter has been provided;
  - that Breeder, and its affiliates, have no responsibility for expenses incurred on Puppy as medical, grooming, training, transportation or any other issues that may arise after Puppy leaves Breeder's home;
  - that due to circumstances, not limited to, as allergies, landlord's disapproval, disagreement of family, Puppy is no longer desired, or any other reason that Breeder will not refund any money put towards Puppy;
  - that this Puppy should NEVER be brought to a rescue, shelter or an unfit home, as it can be returned to Breeder at any time, but which no refund will be given,
  - that Breeder does not provide any covenant, representation, or warrantee that Puppy is free of worms, parasites, and urinary tract infections,
  - that no money will be refunded what so-ever. If Guarantee is redeemed it will be in the form of a replacement puppy, and
  - That Breeder has up to 24 months to provide a replacement if need be.

#### 6. Shipping.

If Buyer prefers that Breeder deliver the Puppy using commercial shipment, then Breeder shall arrange air shipment for the Puppy. Nonetheless, Buyer shall pay the cost incurred for any and all shipping arrangements, and expenses for commercial shipment incurred on this Puppy. If this Puppy will be shipped, Breeder shall not be responsible for the safety of Puppy while in transit to the Buyer's place of residence, to include any and all incurred injuries as a result of transportation accidents. Breeder does not covenant, represent, or warrant against conditions that may be triggered by stress, related to new



# 7. Nutritional Requirements.

Breeder's goal is to breed genetically sound puppies and that these dogs be given the best nutritional care possible. But good breeding is only a part of raising a healthy dog. Nutrition is a large component. Breeder highly recommends that Buyer feed its puppy good food acquired only from Nutri-Source, Purina Pro Plan, or another high quality food approved by Breeder, and vitamin supplements from NuVet labs. The majority of dog food on the market cannot be relied upon to meet Puppy's nutritional requirements. Poor nutrition can lead to severe health issues or even death.

#### 8. Extended Guarantee.

NuVet Labs is a great company that provides nutritional supplements that WE USE and recommend. Their wafers offer a full spectrum immune system builder with no artificial flavors, fillers, binders, or grains. All of their products are sourced and manufactured in the USA with natural ingredients that are HUMAN GRADE. Each puppy is started on NuVet Vitamins before going home. NuVet products offer immune support to help your puppy fight of common sickness, support hips, joints, heart, immune system, and over all health. If puppy is kept on NuVet vitamins this will extend your guarantee to (2) years. Puppy must stay on NuVet vitamins for the full 2 years with no breaks to qualify for this extended guarantee or until a life altering condition arises (as stated in section (3)). To qualify for our two (2) year health guarantee Buyer is subject to the terms and conditions stated in this agreement. We suggest that you order your puppies vitamins before your puppy arrives home, (because they are not sold in stores) to ensure he does not miss a day. To order, Simply go to <a href="https://www.nuvet.com">www.nuvet.com</a> or call 1-800-474-7044 ORDER CODE: 64795.



#### 9. Miscellaneous.

- 9.1 Entire Agreement. This Agreement and any documents delivered by the parties in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.
- 9.2 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.
- 9.3 Choice of Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws provisions. Any claims, legal proceeding or litigation arising in connection with this Agreement shall be brought solely in Salt Lake County, Utah, and the parties consent to the jurisdiction of such courts.
- 9.4 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all of the parties hereto.
- 9.5 Headings. Headings of the Articles and Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.
- 9.6 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

As the Buyer of Puppy described in this Agreement, I have read and do fully understand and agree to all terms of this Agreement. I understand that by signing this Agreement I become legally bound to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into effective as of the date set forth in the preamble.

Breeder's Signature:	Date:		
Buyer's signature:	Date:		