Southern Cove Labradoodles,

Adoption Contract & Health Warranty

Parties to the Agreement:

This agreement is between Southern Cove Labradoodles, hereafter “SCL”, and:
Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of dog:

It is agreed between SCL and Buyer that the dog sold to the Buyer according to the terms of this agreement is:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Whelped: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
Sire’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Dam’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Dog Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Microchip #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Health Warranty:

You will receive a vet healthy dog report including shot record with your new dog and a three (3) year health warranty, from date of birth, of no HD, PRA, VonWilabrands, elbow, thyroid, nor patella disorders.

The dog must be taken to a licensed veterinarian within forty-eight (48) hours of purchase. If the Buyer fails to do so, then the Health Warranty is void. If dog is deemed to be unhealthy or unsound in any way that would impair dog's quality of life or shorten its life span the dog will be replaced with another dog of comparable value. SCL has sole discretion to select replacement dog.

**SCL will never knowingly sell a sick dog and the Buyer agrees that SCL is not able to detect any illness/defect that is not detected by a licensed veterinarian.**

If Buyer chooses to keep and treat the dog, SCL will pay directly to the attending veterinarian costs for treatment of the dog up to one third of the purchase price of the puppy, less shipping, at the time of treatment. SCL requires you to contact us before any treatment is started. In some situations, we will contact your veterinarian directly to arrange payment. If there is a question as to the diagnosis given, or as to what procedure is required, SCL requires time for our veterinarian to contact your veterinarian and discuss the issue. As they are the experts, they will work together to determine the course of action and we will follow their advice and pay for the procedures mutually recommended, up to the price dictated by this warranty.

If the Buyer wishes to return the dog due to the dog being unhealthy or unsound the dog must be returned within seventy-two (72) hours of purchase at the Buyer's expense. The dog must be accompanied by all paperwork supplied by SCL at the time of sale, and a written statement from the licensed veterinarian clearly stating the illness or defect.

Sick dogs may not be returned to SCL’s home! It is the responsibility of the Buyer to contact SCL to arrange another place to meet. This is to prevent healthy dogs becoming ill.

If a dog is found to have a health problem at its initial veterinarian visit that is NOT considered an emergency and the Buyer opts to immediately treat this puppy without contacting SCL first, then SCL is not responsible for any expenses incurred, or for the death of the dog.

Hip Warranty:

This hip warranty applies only to those dogs bred by SCL and only to the original Buyer if full price was paid for the dog. SCL does hereby warranty this dog to have acceptable hip joint conformation as determined by the OFA. OFA is a standard that determines the extent of hip dysplasia.

If this dog's hips are rejected for OFA certification (OFA results that are considered rejections are: Mild, Moderate or Severe CHD) between two (2) years of age and the day the dog turns three (3) years of age, SCL offers payment up to one third of the purchase price of the dog less shipping and spay/neuter directly to the attending veterinarian for treatment of the condition or surgery for the condition.

SCL requires you to contact us in advance of any treatment to the hips. In some situations, we will contact your veterinarian to arrange payment. If there is a question as to the diagnosis given, or as to what procedure is required, SCL requires time for our veterinarian to contact your veterinarian and discuss the issue. As they are the experts, they will work together to determine the course of action and we will follow their advice and pay for the procedures mutually recommended, up to the price dictated by this warranty.

SCL is bound by this warranty if, and only if, the following conditions are met:

1. OFA x-rays must document anesthesia was used for the diagnosis.
2. Seller must be notified of OFA rejection within thirty (30) days of its postmark.
3. OFA rejection and a written statement from a licensed veterinarian who took the x-rays must accompany the request.
4. Original dog must not ever have been hit by a vehicle or suffered any other physical trauma capable of causing lameness of any type, for any duration. Any such trauma will render this warranty null and void.
5. Original dog’s nutritional care must have neither led to conditions of being overweight/obese or malnourished, for any duration. Any such condition will render this warranty null and void.

Genetic Health Warranty:

This genetic warranty applies only to those dogs bred by SCL and only to the original Buyer if full price was paid for the dog. SCL does hereby warranty this puppy to be free of any verifiable inherited conditions that are life altering. If this puppy dies or is severely crippled from a documented inherited condition, prior to three (3) years of age, SCL will pay directly to the attending veterinarian up to one third of the purchase price of the dog less the cost of spay/neuter and shipping for the treatment of the inherited condition.

SCL is bound by this warranty if, and only if, the following conditions are met:

1. SCL must be notified within thirty (30) days of diagnosis of condition or death of dog.
2. Request must be accompanied by a necropsy report if the dog is deceased, and absolute, verifiable diagnosis of the genetic condition in either case, including but not limited to, a statement from a licensed veterinarian stating the serious impairment/disease is present; and that, in the professional opinion of the vet, the impairment/disease is genetic in nature, without any reasonable possibility of environmental causation and be accompanied by copies of relevant lab reports or DNA tests.

It is the responsibility of the Buyer to document a genetic disorder. SCL reserves the right to verify the diagnosis with an independent veterinary evaluation (at SCL’s expense) and Buyer agrees to make the dog available for SCL’s independent evaluation.

If a third opinion is required, each party will share expenses of a neutral specialist in the medical field for the impairment/disease in question. The decision of the third veterinarian shall be binding on the parties.

NOTE: SCL’s health, hip and genetic warranty do not apply if any injury, illness, disease or fatality develops as a direct result of the dog being overweight/obese or malnourished. These limitations include, but are not limited to: hip dysphasia, heart disease, and/or joint problems.

Basic Care Agreement:

This agreement is a "condition of sale" and applies to all dogs bred by SCL. It is included for the purpose of providing for the dog's continued health and well-being. Violation of this agreement invalidates all other warranties.

Buyer does hereby agree to take good and reasonable care of this dog, including but not limited to the following:

1. Buyer must provide all required vaccinations from the time of purchase as recommended by the Buyer's veterinarian, and annually thereafter unless otherwise recommended by Buyer's veterinarian. However, only one vaccination should be given to the dog at any given time. The Health Warranty will be deemed void if the dog receives two or more vaccinations at a time.
2. Rabies shots must be provided as recommended by Buyer's veterinarian and/or required by law.
3. Any parasites, internal or external, must be promptly eliminated.
4. Dog must be started on heartworm and flea preventative as soon as Buyer's veterinarian deems it appropriate. For heartworm prevention, Buyer should use Interceptor, Tri-Heart Plus, Iverhart Plus. For flea prevention, Buyer should only use Bravecto. For combined heartworm and flea prevention, Buyer should only use Revolution. Use of any other heartworm or flea prevention will void the Health Warranty.
5. Clean, fresh water and a premium food, in sufficient amounts, must be provided.
6. Dog may not be allowed out, unattended, unless within a secure enclosure.
7. Buyer will take the dog to obedience training. It is the Buyer’s responsibility to ensure the dog is properly socialized.
8. Dog cannot be sold or given to a third party without consent of SCL and never given or sold to a breeder, puppy store, research facility or puppy mill. Failure to comply will result in a penalty payment of $10,000 by Buyer to SCL for breach of contract and irreparable harm to the SCL brand. This payment by Buyer will occur within 30 days of notice of the breach.
9. Buyer agrees that if at any time the buyer wishes to give away the dog, Buyer will engage SCL to assist in the re-homing the dog. Further, Buyer will not have dog destroyed, or relinquished to a pound or shelter. Failure to comply will result in a penalty payment $10,000 by Buyer to SCL for breach of contract and irreparable harm to the SCL brand. This payment by Buyer will occur within 30 days of notice of the breach.

**NOTE: The General, Hip and Genetic Warranties have end dates three years from dog’s date of birth. The Basic Care Agreement DOES NOT have an end date and is valid for the lifetime of the dog.**

Spay/Neuter Agreement:

This dog is sold as a companion pet only and is NOT for BREEDING purposes. The breeding of a SCL dog without breeding rights under separate contract is not permitted. By purchasing this dog, you are hereby agreeing to have puppy spayed/neutered no later than the day the dog turns nine-months-old.

You will surrender ownership rights to your dog and be penalized $10,000 payable to SCL if you do not have puppy spayed/neutered by nine months. Proof of spay/neuter must be delivered to SCL no later than one day after dog turns nine months old. Additionally, if proof is not delivered to SCL by said date the Health Warranty is void.

Proofs of spay/neuter required:

1. Veterinarian’s bill for procedure from a certified Veterinary Hospital showing dog’s description, breed and micro-chip number AND
2. Spay/neuter certificate (or letter from Veterinarian stating procedure has been performed on said dog if spay/neuter certificate is not available).

Buyer will receive the puppy’s registration papers once proof of spay/neuter has been provided to SCL.

Shipping:

Buyer bears all costs relating to the sale of above-described dog including transportation. The risk of loss or injury to the above-described dog is borne by the Buyer once the dog leaves the Seller.

Full and Final Agreement:

The warranty set forth in this contract is the sole warranty and is given in lieu of any and all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.  The Buyer’s sole remedy is under the warranty provision of this contract and the SCL disclaims and will not be liable for any other damages including consequential damages, property damage, emotional distress, loss of use, business interruption or veterinary fees unless specifically set forth in this warranty provision.

The buyer, also, understands that any breach in contract by the buyer may result in repossession of the dog and all paperwork supplied to the buyer at the time of sale, and/or by legal action taken by SCL. Buyer acknowledges responsibility for any, and all, legal fees incurred by SCL to enforce this contract. No refunds will be issued if any breach in contract results in a repossession of the dog. No refunds are granted for voluntary owner returns.

The parties agree that all actions or proceedings that may arise in connection with this Agreement shall be handled exclusively in the County of Polk, in the State of Florida.

This agreement and all of its terms have been reduced to this writing and constitutes the full and final agreement, unless amended in writing and mutually agreed upon by both parties.

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Buyer’s Signature Date

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Seller’s Signature Date

Southern Cove Labradoodles,

Adoption Contract & Health Warranty Addendum

Slight under bites and base narrow canines (BNC) are not uncommon in Australian Labradoodles. A puppy is not deemed unhealthy or unsound due to an under bite or BNC. A juvenile under bite or juvenile BNC is a minor issue that should correct itself when the adult teeth come in.

An umbilical hernia occasionally occurs in a puppy. A puppy is not deemed unhealthy or unsound due to a hernia. The repair of said hernia is minor and should be done at time of spay/neuter.

A puppy is not deemed unhealthy or unsound due to a slight heart murmur. A juvenile heart murmur should correct itself as the puppy matures.

Puppy's size, coat and color have no warranty. All attempts have been made by Seller to accommodate Buyer's preferences. However, health and temperament are Seller's primary concerns.

The breeder has taken all reasonable care to ensure that all puppies produced are as healthy as possible. Cancers, foreign body ingestion, behavioral issues, accidents, ear infections, allergies, Coccidia, Giardia, worms and UTIs are considered normal costs and risks of pet ownership. Buyer is advised to discuss risk reduction strategies with their Veterinarian and to acquire private pet insurance for such as the breeder offers no warranty or guarantee of any kind for non-genetic issues not specifically discussed in this warranty.

Any returned animal must be accompanied by any and all paperwork supplied by Seller at the time of sale, as well as a written statement from a licensed veterinarian indicating the following:

1.     All shots are and have been kept current.

2.     Puppy has had a negative fecal within thirty (30) days.

3.     Puppy has had a negative heartworm test within thirty (30) days.

4.     Puppy has been kept on heartworm and flea preventive.

5.     Puppy appears to be healthy and well cared for.

Buyer is responsible for all shipping costs related to returned and replacement puppies.

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Buyer’s Signature Date

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Seller’s Signature Date