



Dog Health Warranty, Purchase Agreement and Spay / Neuter Contract

This contract is between:

Perks Court Doodles LLC	
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(Hereafter “Seller”)

and

(Hereafter “Buyer”)

and is entered on this date:

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Pertaining to:

<i>Puppy Name:</i>	<i>Birthdate:</i>	<i>Gender:</i>
<i>Sire:</i>	<i>Dam:</i>	<i>Color:</i>

Seller's Responsibility:

1. The Seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:
 - A. Age-appropriate immunizations
 - B. Subcutaneous microchip
 - C. Deworming
 - D. Health Guarantee (available at the time the Buyer takes possession)

2. The Seller provides warranty against debilitating congenital defects for a period of twelve (12) months after the date of sale. The Congenital defect must be proven to have been there from birth.
 - A. Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

 - B. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
 - i. If this health warrantee is called into question, notice must include a written report and records. Buyer must supply any and all requested veterinary records related to the dog’s condition to the Seller within 5 days of diagnosis.
 - ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s choice at the Seller’s expense. Buyer must make puppy available to Seller for examination by Seller’s veterinarian. Buyer is responsible for transport and costs of transport, if any.
 - iii. A necropsy must be performed if the dog dies. If necropsy is performed and results are undetermined or inconclusive diagnosis, warranty is void.
 - iv. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter. Buyer will be

given the option of surrendering puppy to Seller for the choice of another puppy from another litter if available, or of a full refund, if no litters are expected. If puppy is not surrendered to Seller there will be no choice of a future puppy or a refund. And warranty will be voided on non-surrendered puppy.

- (i) Seller determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 24 months.
 - (ii) Color or gender is not guaranteed.
 - (iii) Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.
- C. If the puppy is euthanized or in any way disposed of, without a second opinion from the Seller's veterinarian, the Buyer waives all rights to a replacement puppy and refund.
- D. This warranty does **NOT** include viral illnesses, infections including UTIs and Kennel Cough, hernias, hypoglycemia, improper bites, including narrow base, stress-related illness, hernias, luxating patellas grade 1 and 2, hypoglycemia, parasites including Giardia or Coccidiosis, cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury. This warranty does not include any illness or allergies due to the ingestion of foreign objects, food, chemicals, stress related conditions, behavioral issues, or any other physical injuries.
- E. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- F. This warranty is non-transferable.
- G. Use of a courier for delivery of puppy voids health warranty.
- H. Buyer agrees to waive this Health Warranty and accept the puppy AS-IS with NO other warranties or guarantees if the puppy is not examined by a licensed veterinarian within three (3) business days of pickup.
3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

Buyer's Responsibility:

1. The Buyer agrees to pay the Seller a total sum of \$_____. The balance of final payment must be paid in full at pick up.
2. Buyer affirms that they have never been charged or convicted with animal abuse, are not involved in any way with the resale of animals, are not a representative of a pet store or pharmaceutical research facility, or a violent person. Seller reserves the right to cancel this contract if Seller determines the Buyer is not suitable for this puppy.
3. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.
4. Buyer agrees to provide puppy with timely licensed veterinary care, annual checkups and routine vaccinations, parasite prevention and medication as needed. Buyer agrees to provide a quality diet with a veterinarian recommended food brand. Buyer shall notify Seller immediately if the puppy (or dog) cannot be kept by Buyer. puppy (or dog) shall not be sold, transferred, surrendered to a shelter, or given to any individual or to a retail or wholesale establishment for the purpose of sale or resale to the public, or to any research institution where medical experimentation or other practices take place. If the puppy (or dog) cannot be kept, the Buyer shall return and sign over any ownership rights of the puppy (or dog) to Seller for re-homing, this is a nonrefundable transaction. Buyer agrees that puppy is sold as a pet only and agrees to have the puppy spayed or neutered by twelve (12) months of age (unless veterinarian strongly recommends waiting longer), and Buyer must provide documentation from a licensed veterinarian of this procedure by (15) months of age. If proof is not provided by licensed veterinarian by (18) months of age Buyer agrees to pay Seller **\$5000 cash** for breach of contract.

5. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.
 - A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
 - B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
 - C. Most parasites can be contagious, and it is possible that other dogs in the house can get them.
 - D. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.
6. The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:
 - A. Housing the puppy indoors
 - B. Feeding only a premium quality, complete food intended for dogs
 - C. Maintaining their puppy at a healthy weight
 - D. Having their puppy seen by a licensed veterinarian for a wellness exam annually
 - E. Taking their puppy to the licensed veterinarian if he or she gets sick or is injured
 - F. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association
 - G. Administering heartworm preventative medication (if living in an area of concern)
 - H. Registration of microchip
7. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.
8. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.
9. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason. The Buyer and Seller will jointly determine how the dog will be rehomed.
10. The Buyer agrees to **NEVER** place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.
11. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.
12. The Buyer agrees that in no event, and at no time during this active contract or at any time thereafter, shall disparage, denigrate, slander, libel or otherwise defame the Seller's businesses, services, properties or assets, employees, or personnel. The Seller reserve the right to terminate the contract and remove the dog from home if it becomes apparent that the Buyer is either privately to a potential client or publicly criticizing or slandering the Seller, their animals, or their breeding programs in any form of media, including social media platforms.

Spay and Neuter Contract:

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy between 7-12 months of age, or as per your vet's recommendation.
 - A. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches 15 months of age.
 - B. If proof is not provided by licensed veterinarian by (18) months of age Buyer agrees to pay Seller **\$5000 cash** for breach contract.

- It is understood that at the time of sale that the puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for to be a companion and/or working dog. **It is being sold as a pet without breeding rights.**

Indemnity and Release

If any action or failure to act on a part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold's Seller Harmless or blame. At which time Buyer agrees to pay all cost and expenses including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereof. Buyer releases Seller from any and all liability cost or damage caused by the dog or puppy after placement with a Buyer. Including but not limited to damage or destruction of property, and injury or death to any person.

Governing Law

This agreement shall be governed by and construed in accordance with the Laws of the State of Ohio.

Except as expressly provided herein, all payments under this Agreement will be irrevocable, non-refundable, and non-creditable.

If any clause of this agreement is found to be invalid, it will not invalidate the remaining contract clauses.

This agreement constitutes the entire agreement; no other oral or written conditions exist.

By signing below, Buyer affirms that they read and understand this contract.

Buyer-

Please Print Clearly

<i>First Name:</i>	<i>Last Name:</i>	<i>Phone #:</i>
<i>Address:</i>		
Street	City, State	Zip Code
<i>Email:</i>		

<i>Buyer's Signature</i>	<i>Today's Date</i>