

Australian Labradoodle Puppy Sale Contract

All Labradoodle prices are based on pets for non-breeding purpose. Cost is \$2,800.00

(puppies will be sold Spayed/Neutered as stated below)

This agreement is between Sharon and Ron Knott of Puppy Feet Flush Australian Labradoodles, hereinafter known as "Seller" and:

Buyer(s) Name:

hereinafter known as "Buyer"

Address:

City State Zip:

Phone: \_

E-mail Address:

**Record of Payment:**

This contract will also hold as a receipt for the payments received from Buyer as stated below:

Non--Refundable Deposit of \$500.00

Received on:

Balance \$2,300.00

Received on:

Additional Shipping/Handling Amount of \$\_\_\_\_\_USD (if applicable)

Received on:

Date Buyer acquired Puppy:

**Conditions of Sale**

Description of Puppy:

The Puppy sold pursuant to the terms of this agreement is as follows, hereinafter known as "puppy":

Breed: Australian Labradoodle

Date of Birth:

Gender:

Color:

Sire:

Registration#:

Dam:

Registration#:

Microchip#

Health:

1) The Seller warrants the Puppy being adopted, as described above of this agreement, to be in good health at the time of sale and that Puppy has received all necessary age-appropriate vaccinations and deworming. The Puppy has also been examined by the Seller's licensed veterinarian and leaves Seller's possession with a good bill of health.

2) Buyer shall have the Puppy examined by a licensed veterinarian within 72 hours (3 days) of possession. A copy of the health exam must be sent to Breeder within 10 days or the warranty is null & void.

3) Seller will only accept request for a refund/return of Puppy within this 72 hour (3 days) time period if the said Puppy is diagnosed by a licensed veterinarian as sick upon arrival or to be in poor health or have a health issue of such nature that the quality of life will be seriously shortened or altered.

a) Seller has the right to a 2nd opinion from a licensed veterinarian of their choice at their expense.

b) Seller is not responsible for veterinarian expenses incurred by Buyer

4) If Buyer does not meet the requirements stated above, the health warranty offered by Seller is null and void, and a replacement puppy or refund will not be offered.

5) Spaying & Neutering of this puppy is sold as a companion pet only, not for breeding purposes. If puppy has not been spayed or neutered prior to purchase, then it will be the responsibility of the buyer. Seller requires the puppy to be spayed or neutered before 6 months of age at owner's expense. Owner must provide proof of the spay/neuter to Seller within 5 days of surgery. The proof must be from a certified Veterinary Hospital, on paper, showing the pets description, breed & microchip number. If proof is not received, Breeder warranty against genetic disorders will be null. Puppy is not to be sold, given away or otherwise released by Owner prior to Spay/Neuter surgery.

6) Failure to honor the spay/neuter conditions of the contract will result in the Seller reclaiming the puppy without compensation to the Buyer and/or a \$10,000.00 Breeding Dog Fee will be charged to Buyer. This amount is based on the average Breeding Dog Fee of \$12,800. minus the Puppy price already paid of 2,800.00.

Buyer fully understands and agrees with the Spay & Neuter terms stated above

\_\_\_\_\_ (buyers' signature.)

Health Warranty Terms & Conditions:

Seller offers a 2-year Health Warranty against any incurable inherited, life threatening diseases until Puppy turns 24 months of age. This Health Warranty expires upon the Puppy's 2nd birthday.

Buyer:

7) Buyer agrees not to abandon or sell the Puppy to an animal shelter, Humane Society, Puppy pound, pet mill or pet store.

8) The Health Warranty is only applicable to the original Buyer stated in this contract.

If Puppy has changed ownership, been sold or given away, the Health Warranty immediately becomes void.

9) Buyer acknowledges that there is no promise (express or implied) that the Puppy will be non-shedding or non-allergenic.

10) Buyer agrees that the Puppy's size and color are not predictable, and the Seller makes no promise or warranty regarding size, color, coat appearance, proper bite, or any physical/behavioral trait.

11) Should the Puppy be diagnosed with an inherited, life threatening disease, Buyer must:

a) Notify Seller immediately in writing.

b) Send Seller official diagnosis & prognosis report from two licensed veterinarians, along with any records showing proof of the inherited, life threatening disease (ie: blood results, x-rays, etc.) within 3 days of diagnosis.

12) Health Warranty will be terminated immediately, and void should the licensed veterinarians determine that an injury, poor health management/diet or mistreatment to Puppy be the cause of, or contribute to, the animals' condition.

13) Health Warranty will be terminated immediately and void if all terms & conditions in this entire contract are not met by buyer.

14) Puppy must have been kept current on yearly exams, vaccinations, heartworm tests and preventative, all vaccines, and rabies. This health guarantee will be void if buyer unable to provide complete and accurate copies of their puppy's health care given on a regular basis.

15) If the puppy has been allowed to compete in Agility, run up and down stairs, or be a jogging partner, before the age of 12 months, this health guarantee will be void.

16) A dog that has been physically injured is not covered under this health guarantee.

17) It is the buyer's responsibility to keep the puppy away from public places (such as puppy kindergarten, pet stores, dog parks, etc.) before they are fully vaccinated to reduce the risk of deadly viruses (such as Parvovirus). Failure to do so, should puppy be diagnosed with deadly virus, will void this health guarantee.

Seller.

18) The following circumstances are not considered a chronic or serious health issue: Bordetella, worms, ticks, fleas, mites, cocci, giardia, or other parasites as they are common in dogs and puppies.

Should the Buyer meet all the above criteria, and should a licensed veterinarian diagnose the Puppy, in a written report, as having an incurable life threatening, hereditary disease before the Puppy turns 24 months of age, the Seller will:

a) Exchange the Puppy with one of equivalent and comparable quality from Sellers next available litter or refund buyer \$1,400.00 should they elect to keep the puppy.

Buyer to pay for any shipping/handling costs incurred for replacement puppy.

19) Seller reserves right to 2nd opinion by licensed veterinarian of their choice.

#### Statement of Agreement

The parties agree that this Contract was made in the State of Texas and agree that it shall be governed by and construed in accordance with the laws of the state of Texas and the parties agree to submit to the jurisdiction of the courts of the State of Texas for any dispute arising from this Contract or transaction. Venue shall be in Ellis County, Texas. Each party will bear its own costs of litigation, except for breaches of contract arising from this Contract.

In order to validate this contract, the contract must be fully completed & signed by the legal new owner of the Puppy described herein, as well as signed by the Seller, and delivered to Seller prior to the subject Puppy leaving Seller's premises. The terms/conditions of the health warranty, including but not limited to replacement of Puppy or refund, will be null and void if Buyer fails to complete all material conditions, terms and requirements stated throughout this contract and health warranty.

I, as the Buyer of the Puppy described in this Contract, do hereby declare that I have read and fully understand and agree with all the terms, conditions, and warranties contained herein. I also understand that under no circumstances shall the Seller be liable to the Buyer for consequential incidental or special damages resulting from or in manner related to the Puppy. Additionally, Buyer shall indemnify Seller from any damages to a third party related to the Puppy.

Upon execution of this contract, all expenses related to the stated Puppy, including but not limited to, feeding, training, veterinarian expenses, are the sole and exclusive responsibility of the Buyer.

Seller affirms that the Puppy described in this Contract of Sale and Warranty is the Puppy delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.

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Buyer(s) Name Printed

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Buyer(s) Signature Date

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Seller Signature: Sharon and Ron Knott of Puppy Feet Flush Australian Labradoodles Date