

## PURCHASE AGREEMENT

This Purchase Agreement is entered into on \_\_\_\_\_ between:

Seller: Aussiedoodles of Minnesota, LLC, a Minnesota limited liability company  
Address: 7064 Autumn Terrace, Eden Prairie, MN 55346  
Phone: 406-600-4819  
Email: Saraklaus30@gmail.com

And

Buyer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Puppy Information:

Breed: F1b Aussiedoodle  
Date of Birth: July 15th 2023  
Gender: \_\_\_\_\_  
Color/Markings: \_\_\_\_\_  
Dam Name: \_\_\_\_\_  
Sire Name: \_\_\_\_\_

### Terms and Conditions

Purchase Price: The Buyer agrees to pay the Seller the total purchase price of \$ \_\_\_\_\_ for the puppy. A non-refundable deposit of \$ \_\_\_\_\_ has already been paid by the Buyer. Payment in cash, check or Venmo will be accepted. A 3% fee will be charged for payments paid via Venmo.

Ownership Transfer: The Seller will transfer ownership of the puppy to the Buyer upon receipt of full payment.

#### Seller's Representations and Warranties

The Seller represents that, to the best of its knowledge, the puppy is in good health at the time of purchase.

The Seller represents that the puppy has received age-appropriate immunizations and deworming.

Seller represents that it has taken commercially reasonable steps in breeding and selecting a sire and dam to prevent hereditary issues.

1-Year Congenital Defect Warranty: The Seller provides warranty against debilitating congenital defects for a period of one (1) year after the date of sale. 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. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the puppy dies). Buyer must supply any requested veterinary records related to the puppy and condition to the Seller within seven days of diagnosis. 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. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void. 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 under the warranty. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, 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.

If a congenital defect is identified within the warranty period, the Buyer shall have the option to receive a full refund of the purchase price or a replacement puppy of equal or lesser value from the next available litter. If Buyer chooses a replacement puppy, Seller shall then have the option of providing a full refund or the replacement puppy requested by Buyer. Seller may, but is not required to, demand the return of the original puppy with the congenital issue before providing a refund or

replacement puppy. Seller shall determine which puppy (of equal or lesser value) will be used as a replacement and no guaranty will be made regarding the time it will take to receive a replacement puppy. The color or gender of a replacement puppy is not guaranteed. This warranty is not transferable.

7-Day Health Warranty: The Buyer agrees to have the puppy examined by a licensed veterinarian at Buyer’s expense within seven (7) days of taking possession. If the puppy is found by the veterinarian to be in poor health during this initial seven-day period, the Buyer has the option of returning the puppy to the Seller, at the Buyer’s cost, for a full refund. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness within 10 days of taking possession of the puppy and must return the puppy within 14 days of taking possession. If the puppy is not taken to a licensed veterinarian within seven days of taking possession, the seven-day health warranty is void.

Limitations of Warranties and Liability

EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER PURCHASES THE PUPPY AS-IS. SELLER ONLY AGREES TO PROVIDE THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, ARE EXPRESSLY DISCLAIMED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

On and after the date of this Agreement, under no circumstances shall Seller be required pay any veterinarian and/or health care expense for the puppy. Buyer agrees that they are responsible for all veterinary and medical expenses associated with the treatment of the puppy, even if the treatment is for congenital defects that end up resulting in a replacement puppy as outlined above. Seller shall have no liability, and Buyer agrees to indemnify Seller, for any injuries, illness or other damage caused by the puppy on or after the date Buyer takes ownership of the puppy. Seller’s liability to Buyer for any claim arising out of this Agreement shall not exceed the purchase price of the puppy.

Buyer agrees to indemnify Seller, including for attorney fees, for any damages or claims arising out Buyer’s breach of this Agreement. This Agreement is governed by the laws of the State of Minnesota and any disputes shall be resolved in the state courts of Carver County, Minnesota.

Spay/Neuter Agreement: The Buyer agrees to spay/neuter the puppy by the age of 12 months.

Health Care: The Buyer agrees to provide routine veterinary care, including vaccinations, deworming, and regular check-ups, to maintain the puppy's health.

Housing and Care: The Buyer agrees to provide a safe and suitable living environment for the puppy, including proper shelter, food, water, and exercise.

Return Policy: Except as otherwise set forth herein, puppies cannot be returned for any reason. If, for any reason, the Buyer can no longer care for the puppy, the Seller must be contacted first. The Seller shall have the option to take back the puppy (without refund) or help rehome it. Under no circumstances should the puppy be surrendered to a shelter or rescue organization without the Seller's consent.

Entire Agreement: This Agreement represents the entire agreement between the Seller and the Buyer and supersedes any prior agreements or understandings.

**SELLER**

**BUYER**

\_\_\_\_\_  
By: Sara Klaus  
Aussiedoodles of Minnesota, LLC,  
A Minnesota limited liability company  
Its: Owner  
Date:\_\_\_\_\_

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