

Pupkin Patch Doodles

Puppy Contract

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a nonrefundable reservation fee of \$_____, with payment balance of \$_____ due upon release of the Dog to Buyer. The expected pick up date is _____, or such other date as the parties may mutually agree.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- a. Buyer fails to complete the purchase of the Dog for any reason, or
- b. Buyer fails to pay the balance of the purchase price on the agreed pickup date.

In either event, Seller shall be free to sell the Dog to another party.

In the event that the chosen Dog is not available due to sickness, death or any other circumstances owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of **\$25 per day** will be charged for each day the Dog is boarded by Seller past the agreed pickup date.

2. Health Guarantee

The Seller guarantees this puppy to be of sound health and temperament at the time of the sale. The Seller will provide a health record of all shots, worming, and a veterinarian exam. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 72 business hours. Failure to have the puppy examined by a vet within three days of the puppy's delivered/picked up date or if the Buyer fails to provide required immunizations and medical treatment will void this health guarantee. Dehydration, Diarrhea, Hypoglycemia, Coccidia, Kennel Cough, Internal and External Parasites, Giardia, Fungal Infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered.

We provide a two (2) year health guarantee for life-threatening health issues (valid until the puppy's SECOND birthday). Illnesses must be documented in writing by a licensed vet within 72 business hours. The Seller must be made informed of the examination that indicates that at the time of sale, such animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation by a licensed vet. If the puppy was in fact unfit for purchase, Buyer may return the puppy for an exchange of equal value and the failure to do so within 72 hours will result in the cancellation of a replacement puppy. The seller will offer a replacement puppy of comparable value and no money will be refunded. This is subject to availability, breeder's first choice for breeding program then the buyer second. Conditions not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. In the event of a life threatening condition the affected puppy must be returned with all

veterinary documentation at the Buyer's expense. The Buyer understands that a replacement puppy will only be given if it's discovered to be a hereditary problem and not due to accident or illness. The Seller guarantees the puppy against fatal viruses for 72 hours. These include Distemper, Parvo, and Corona. It does not include Coccidia and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening.

If the puppy should die from a suspected congenital defect within 12 months of its birth date, an autopsy must be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the seller will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must be provided with the Seller's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis.

In the event there are no puppies available at that time, the buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. The Buyer understands that any and all guarantees expire one year from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. Buyer is responsible for the transportation cost of the replacement puppy.

This contract will only be valid while the seller is breeding Australian Labradoodle. Should the Seller discontinue breeding dogs, this contract shall be void. This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold to a third party, this contract shall be void.

3. Limitation of Guarantee

We do not guarantee fur color, eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, potty training ability, proper bite, coat quality, length, and weight, hernias of any kind, physical flaws or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only, based on Seller's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant any condition caused by carelessness, negligence or abuse.

4. Open Door Policy

If at any time, the Buyer can no longer retain possession of the dog, the Seller must be notified and the puppy returned to the Seller. The Buyer must work with the Seller in order to find a new suitable home for the puppy. In this event the Buyer is not guaranteed any sort of refund. Refunds will be given on a case by case basis. If any sort of refund is issued, the amount will also be on a case by case basis and determined by the age of the dog, cost to get the dog back to the breeder, vet costs, etc. **Under no circumstances will the Buyer rehome the dog, which includes surrendering the dog to the pound or any rescue center.** This provision is to ensure that our Australian Labradoodles will not end up homeless or destroyed, and a proper suitable home is found. Rehoming of a puppy without notifying **Pupkin Patch Doodles** will be considered breach of contract and may be met with legal action. The Buyer will be responsible for damages for the actual value of the puppy at the time of original sale (purchase price) and any fees incurred to regain possession of the dog.

5. Vaccinations Limitations

Your puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the (2) year Guarantee outlined, the Buyer must have all immunizations done by a *licensed* veterinarian and provide proof of treatment to Seller upon request.

6. Legal Provisions

In the event of any litigation in connection with this contract, the Breeder will be paid reasonable attorney fees, court costs and all travel expenses, which resulted in litigation via the responsibility of the Buyer. This Contract will be deemed a legally binding Contract, and is under the jurisdiction of the state of Florida, in the county of Marion. Buyer agrees that in the event of any legal action the Buyer must turn over the puppy to Seller (**Pupkin Patch Doodles**) until all court proceedings are finalized. It is further agreed that, if for any reason, filing for court, the place of venue shall be **Marion County, Florida**.

7. Bill of Sale

The Buyer of a puppy from **Pupkin Patch Doodles** hereby acknowledges that the Buyer has received a copy of this document, acknowledges and agrees to the terms and accepts full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale." Further, the Buyer accepts the terms of the contract. The agreement represents the total agreement between **Pupkin Patch Doodles** and the Buyer, and no other terms or conditions shall be valid to this sale.

Pupkin Patch Doodles

Puppy Contract

Buyer Printed Name:	Full Address (City, State):
Phone/Cell Number:	Email:
Buyer Signature:	Date:
Seller Printed Name:	Full Address (City, State)
Phone/Cell Number:	Email:
Seller Signature:	Date:

Pupkin Patch Doodles

SPAY/NEUTER CONTRACT

Buyer's Name: _____, agrees the puppy purchased was purchased at pet/companion price and understands Buyer has no breeding rights to the puppy being purchased. Buyer agrees this puppy is not to be bred at any time, under any circumstances, either accidentally or intentionally. Buyer further agrees to provide written proof of spay/neuter from Buyer's licensed vet to Seller/Breeder on or before the date the puppy turns 18 months of age and understands that Seller/Breeder must receive such proof on or before this date. Buyer acknowledges and agrees providing written proof of spay/neuter to Seller/Breeder on or before the date the puppy turns 18 months of age is a material term of this contract, without which Seller/Breeder would not have entered into this contract.

Buyer acknowledges and agrees if Buyer fails to provide written proof of spay/neuter to Seller/Breeder on or before the date the puppy turns 18 months of age, Buyer shall be deemed to be in material breach of this contract. Buyer understands and agrees that if written proof of spay/neuter is not received by Seller/Breeder on or before the date the puppy turns 18 months of age, Buyer shall surrender said puppy to Seller/Breeder (at Buyer's expense) for material breach of contract and shall also pay Seller/Breeder the sum of \$5,000 as liquidated damages.

If said puppy is bred, whether intentionally or accidentally, Buyer agrees Buyer shall surrender said puppy back to Seller/Breeder (at Buyer's sole expense) for material breach of contract and shall also pay Seller/Breeder the sum of \$10,000 as liquidated damages, which is Seller/Breeder's best estimates of the date of this contract of the difference between the pet/companion price and the breed price. The purpose of both of these liquidated damages clauses is because the true value of the harm to Seller/Breeder's competitive advantage due to any material breach by Buyer is impossible to estimate with any certainty as of the date of this contract.

This contract constitutes a binding legal agreement, the interpretation of which is governed by Florida law. Buyer agrees initially to submit to mandatory, binding arbitration before an arbitrator of Seller/Breeder's choosing to resolve any dispute under this contract. Thereafter, any legal action to enforce this contract, including any action to enforce the arbitrator's award, shall be brought in the Marion County District Court, State of North Carolina, without regard to any other provision of law governing venue or choice of law, with the prevailing party to receive all costs of suit and reasonable attorney fees expended to enforce this contract.

Buyers Signature: _____

Date: _____

Seller's Signature: _____

Date: _____