

Spring Creek Labradoodles



CONTRACT & HEALTH WARRANTY – PET DOG

This agreement is between Rochelle Sundholm (Seller) and (Buyer or Buyers) _____

It is agreed between Seller and Buyer(s) as follows:

DESCRIPTION OF DOG/PUPPY

The dog sold pursuant to the terms of this agreement is understood to be companion pet only and not sold as a breeding prospect. Dog has been desexed before delivery to Buyer and certificate of spay/neuter provided to Buyer. Dog has been registered with the ALAA (Australian Labradoodle Association of America) and the following information identifies this dog:

ALAA Registered Name: **Spring Creek's** _____

Microchip #:

Date of Birth:

Sire Name:

Dam Name:

CONDITIONS OF SALE

Seller guarantees that at the time of delivery, the dog is in good health and has received proper health care including, but not limited to: worming treatments if necessary, first vaccination, and a thorough health exam at the time of early spay/neuter surgery and/or within 5 days of delivery if dog is shipping via air cargo. All medical records for dog have been provided to Buyer along with recommendations Seller feels are important for the future health of dog. Seller assumes no liability for injury of dog during or after transport to Seller.

The following conditions apply to the sale of the aforementioned dog:

- Buyer has **THREE (3)** days from the time of receipt of dog to request returning dog for a full refund. Any request to return the dog to the Seller for a full refund must be made within this time period and may only be requested should the dog be examined by a veterinarian and found to have a health issue of such serious nature that the quality of life of the dog will be shortened or seriously altered. Minor health ailments including, but not limited to, fleas, worms, or stress induced diarrhea due to the puppy's transition from the Seller's home are not reason for dog to be returned to Seller. Proof of examination and diagnosis of serious health issue must be provided to Seller and Seller's vet, should Buyer wish to request returning dog for a refund. Proof of a pre-existing ailment or condition that requires minor treatment and will not alter or shorten the dog's life will be reason for Seller to reimburse Buyer for the expenses associated with medications treating that ailment or condition. Shipping fees for returning a dog are the Buyer's responsibility.
- A warranty against all serious life altering genetic disease is provided for dog until two years of age. Should a genetic disease be discovered during this time that will greatly shorten the life of, or greatly alter the quality of life of dog, Seller will reimburse Buyer the veterinary costs up to ½ the purchase price of the dog, if dog is kept by Buyer, **OR** provide an additional puppy to Buyer for half the original puppy purchase fee from an agreed upon litter with availability. Two independent veterinary examinations and reviews must be provided to Seller documenting the genetic health issue. Reimbursement of veterinary fees is provided to Buyer upon receipt of copies of the medical reports. Reports must state the treatments provided, and fees for the treatments. Seller will only reimburse for fees

directly related to the genetic disease or condition. Seller will not be held responsible for the development of faults, diseases or disorders which are the direct result of environmental factors or Buyers negligence.

- A warranty for HD (hip dysplasia) is provided dog until two years of age. This warranty will be terminated should dog be allowed to become overweight or developing joints be overstressed at any point during the warranty period. Veterinary medical records will be required showing the weight of dog and veterinarians assessment of the weight. Should dog be found to have HD within its first two years, Buyer must provide Seller with proof in the form of documentation from PennHIP. We reserve the right to confirm the results before a replacement or refund is provided. Should results from PennHIP indicate that an injury may have occurred that caused or contributed to the issue, no reimbursement or replacement will be provided.
- Buyer has been provided with information regarding the potential risks of vaccinations. Health issues that are the result of vaccinations including: sarcomas, tumors, auto-immune disorders, thyroid disease, allergies & seizures, and occur following an administered vaccine will not be covered under the genetic portion of this warranty. Vaccine related allergy issues that result in itching issues can occur up to two months after administered vaccine. If itching issues develop within this time period after an administered vaccine, Seller will not be held liable and issue is not covered under the genetic portion of this contract. Buyer agrees to not allow vet to administer any vaccine if the dog's system is under duress from other physical health issues including but not limited to: parasites in the intestinal system, injury or illness. Buyer also agrees to not have the rabies vaccine administered at the same time as any other vaccine, but to allow at minimum three weeks from the last vaccine date before having rabies vaccine administered to dog.
- Dog's registered name may not be changed with any registration or association. Official change of name shall void all provisions of this agreement.
- Warranties shall apply only to original purchaser. Transfer of dog ownership shall void all such provisions of this agreement.
- Buyer agrees to first contact Seller should it ever become necessary to re-home dog. Seller will assist in re-homing the dog or if possible will take dog back and once the dog is re-homed will provide the re-home fee acquired to Seller. Buyer agrees to never relinquish the dog to an animal shelter, rescue organization or puppy mill.
- Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential incidental or special damages resulting from or in manner related to the dog.
- Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the buyer.
- Buyer has paid Seller the sum of \$_____ before the transfer of possession, which is the companion pet price for dog.

HEALTH MAINTENANCE

- Buyer agrees to maintain this dog in good health and provide routine preventative health care. Veterinary records must be provided to breeder if requesting refund or replacement. If any of the above preventative care has not been provided, or if Buyer has not followed breeder's recommended vaccine protocol, health warranty will be void.

TEMPERAMENT & TRAINING

- Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc). Buyer is responsible for appropriate training of puppy to correctly teach acceptable behaviors, and is responsible for proper socialization of puppy. Buyer agrees to provide obedience training to puppy no later than 16 weeks of age, and continue with training as long as necessary to establish a solid foundation for a well socialized puppy. Training may

be done independently or through professional trainers. Should Buyer not be successful at obedience training or training of negative behaviors independently, Buyer agrees to seek professional help from a certified trainer should it become necessary. Behaviors that develop due to lack of proper training and socialization are not the Seller's responsibility. Seller does not claim to be an animal behaviorist or professional trainer and recommends seeking professional help when training questions or needs arise.

- If puppy exhibits inappropriate aggressive behavior that is not correctable by professional intervention by the age of 12 months, Seller agrees to assist in re-homing the first dog and any fee recouped for re-home will be provided to Buyer. Seller will provide Buyer with another puppy for ½ the purchase price. All shipping fees for replacement puppy are assumed by the Buyer. Professional documentation must be received from two certified trainers stating the nature of the dog's behavior and the attempted behavior modification utilized before replacement will be provided. If trainers indicate that issues are the result of improper training/raising of puppy or the direct result of puppy's environment, Seller is not responsible for replacing with another puppy.

FULL AND FINAL AGREEMENT

The parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the dog described above. Any disputes, mediation or legal proceedings will take place in the state of Oregon.

This contract must be signed and returned to Seller within two weeks after the puppy has been received, or contract is null and void. Delivery to Buyer has or will take place _____, 2009 .

SELLER'S signature and date:

_____ /_____/_____

BUYERS' signatures and date:

_____ /_____/_____

_____ /_____/_____

THANK YOU!

Spring Creek Labradoodles ♦ P.O. Box 565 ♦ Pleasant Hill, OR 97455 ♦ U.S.A.

