

Pet Contract and Guarantee

A partially refundable deposit of \$500.00 is needed to place a hold on a puppy. No puppy will be held without a deposit.

Redwood Aussiedoodles, referred to hereafter as "Seller" agrees to sell to _____, referred to hereafter as "Buyer", the following animal.

Breed: _____

Sex: _____ **Color:** _____

Call Name at Birth: _____ **Changed Name To:** _____

Date of Birth: _____

Breeder: _____

Phone/Email: _____/_____

Sire: _____

Dam: _____

For the total sum of: \$2000 for pet only (delivery cost if needed are at Buyer's expense)

Seller agrees to warrant the following:

1. That the health of the above animal is excellent to the best of the Seller's knowledge at the time of sale. However, the Seller encourages the Buyer to have a D.V.M examine the animal within 72 hours of purchase. If the D.V.M finds the animal to have a preexisting malady or be in poor health, the animal may be returned to the Seller at the expense of the Buyer for a full refund of the purchase price -this is the only condition (72-hour timeframe) in which a full refund will be made. Under no circumstances will the Seller be responsible for veterinary care expenses or any other expenses. No further health guarantee is made except as provided below.

a. The Buyer agrees to return the puppy to the Seller as soon as possible or before one week has passed following the vet's report. A letter from the examining vet on the vet's official letterhead documenting why the puppy is not healthy must accompany the puppy. The Seller reserves the right to have the puppy re-examined by her vet and agrees to replace the puppy with a new puppy of equal value as soon as one becomes available, if the Seller's vet agrees with the letter of examination from the Buyer's vet. Equal value means: similar health tested parents, pet quality, same type of pedigree with similar breeds.

b. This guarantee does not include the presence of worms, which may be found in any healthy puppy, furthermore, it is understood that the seller does not guarantee against the following puppyhood ailments: eye or ear infections, dry skin, hypoglycemia, giardia, coccidian, ear mites,

stress or diarrhea. Once the puppy leaves the Seller's possession the Seller will not be held liable for any of the aforementioned as these conditions can occur quickly under conducive circumstances.

c. Should the Buyer refuse to return the puppy, or make arrangements for returning the puppy, for a replacement within the one-week timeframe from the veterinarian's report, Buyer understands they are in breach of contract and a replacement will not be given nor will a refund be given.

d. Should the puppy die, due to Buyer's refusal to medical treat puppy, at any time while in their care, Buyer understands a replacement will not be given nor will a refund be given.

2. That the animal is not suffering from any genetic disease or defect which would prevent it from living an otherwise healthy or normal life. If a licensed veterinarian determines there to be a debilitating genetic disease or defect, the Seller will replace the animal for one of equal value.

3. That the dog will receive a hip dysplasia rating from the Orthopedic Foundation for Animals, INC. (OFA) of at least "Fair". If the animal receives a rating of less than "Fair", the Seller will replace the animal for one of equal value. The x-rays to determine OFA rating must be taken between 24-28 months.

a. This warranty is null and void if the animal is or has been bred, intended or accidental, before the OFA results as received.

b. This warranty is valid until the animal reaches 36 months of age, unless bred.

4. Down payments, reservation fees, deposits, sales payments, etc., are non-refundable.

Buyer's Responsibilities:

1. Buyer agrees to maintain the animal, **known as** _____, in good health and provide routine preventative health care including, but not limited to, regular preventative inoculations, deworming, flea, tick and heartworm medication.

2. If dog was sold as a pet, meaning not for breeding, then pet is required to be spay/neutered between 18-24 months or when advised by vet. Proof of spay/neuter must be provided to Seller by 2 years of age.

a. If the animal is bred at any time during his/her life, either intended or accidental, all warranties are void and Buyer is required to pay the difference in pet and breed price of \$1500.00 in addition to \$3500.00 for damages to the reputation of the Seller.

3. Buyer agrees that the Seller may repossess the animal upon evidence of neglect and/or abuse as determined by a competent, licensed veterinarian at no expense to the Seller.

4. Buyer agrees to give the Seller the first option to buy back if Buyer is selling the animal, Seller's response to be given within 5 business days. Actual contact must be made, not just a message, before moving on. Selling price not to exceed the selling price Buyer is advertising for the dog.

5. The animal may be returned to the Seller at any time, at no expense to the Seller, if the Buyer is unable or unwilling to keep the animal. Under no circumstances will the animal be relinquished to any animal shelter, humane society or rescue group. Buyer agrees that this puppy is not to be donated to a lab for research nor used as a bait dog in dog fighting.

a. If the Buyer needs to return or re-home this dog, the Seller will accept the dog back ONLY if a health certificate is provided by a vet. The Seller must have a way to transfer the ownership back to themselves and they cannot risk the health of their dogs and puppies by taking a dog back without proof of health. Buyer understands they are held responsible for any travel expenses incurred as a result of returning the dog. NO MONEY WILL BE REFUNDED.

Limitations and Disclaimers:

1. This contract applies solely to the original animal, **known as** _____, and is nontransferable. The Seller retains the right to refund the purchase price of the puppy in lieu of providing a replacement.

2. If the Buyer suspects that the animal possesses any problems, health issues stated above and covered under this warranty, the Seller must be notified immediately.

a. In the event that the dog dies or must be put down due to an inherited genetic defect, a necropsy must be performed, and a copy provided to the Seller with full vet records for the deceased dog. Without full documentation and necropsy report by vet of the reason for the death of (or need to euthanize) the dog, the Seller will not be liable for replacing the dog.

3. Replacement Agreement: In the event that an animal must be replaced, the Seller will replace the animal as soon as possible with one of equal value to the original animal at the time of original purchase. The animal to be replaced must be returned to the Seller and all replacements are final. The animal must be returned in good physical condition with a complete veterinarian health record.

a. If both parties agree and after second veterinary opinion is documented, in lieu of returning the animal, **known as** _____, the Buyer may choose to keep the animal by providing proof of spay or neuter of the original animal.

4. All agreements made are contained in this contract. There are no additional agreements, intended or implied. In the event of a dispute, California, Lake County shall have jurisdiction. In the event of breach of contract, the Buyer will pay all attorney and court fees.

5. Any amendments will be contained on Page 4 along with Buyer's and Seller's signatures that acknowledge they have read and agree to all terms contained within this contract.

A \$500 deposit was placed for the animal, previously known as _____, out of Redwood Aussiedoodles, currently known as _____. The balance of \$1500 is to be paid to Seller before Buyer is to receive the animal.

AMENDMENTS

There are not any amendments to this contract.

Buyer's Name: _____

Buyer's Address: _____

Buyer's Phone: _____

Buyer's Email: _____

Buyer's Signature: _____ **Date:** _____

Seller's Name: _____

Seller's Address: _____

Seller's Phone: _____

Seller's Email: _____

Seller's Signature: _____ **Date:** _____