

# Purchase Agreement and Health Warranty—Pet Puppy

This agreement is between Kathy Waggener/dba Cherry Lane Labradoodles (Seller) and \_\_\_\_\_ (Buyer) residing at \_\_\_\_\_; phone \_\_\_\_\_; email \_\_\_\_\_.

It is agreed between Seller and Buyer as follows:

## Description of Puppy

The puppy sold pursuant to the terms of this agreement is understood to be companion pet only and is not sold as a breeding prospect. Puppy is being sold under a sterilization agreement (see below). No guarantee is made, either expressed or implied, of dog's adult size or coat type/color. The puppy is identified as follows:

Microchip:

Sex:

Color:

WALA Registered Name:

Date of Birth:

Sire:

Dam:

## Conditions of Sale

### *Sterilization Agreement*

Permanent ownership of said dog is contingent upon your compliance with this Addendum. Sterilization must be done by traditional spay/neuter, ovary sparing spay or tubal ligation, or vasectomy. Proof of sterilization must be received by the seller within fourteen (14) days after the surgery and must include the dog's name, date of birth and microchip number and also a copy of the receipt. By my signature below, I agree to have said dog sterilized by the dog's eight (8) month birthday, no later than \_\_\_\_\_. I understand that this agreement is a contract that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. It is the responsibility of the Buyer, not the veterinarian, to ensure that Cherry Lane Labradoodles has received verification that the procedure has been performed. If proof of sterilization is not received by the required date, Seller's genetic health warranty portion of the contract will be null and void. Failure to sterilize will result in Seller reclaiming the dog without compensation to the Buyer and/or an additional \$15,000 fee (which is the breeding value of dog) will be owed to Seller by dog's nine (9) month birthday; however, payment of this penalty will not transfer breeding rights to Buyer. If necessary, legal action will be taken to collect damages and fees and Buyer will be responsible for all legal fees for both Seller and Buyer. Sterilization fees are the responsibility of the Buyer.

Initial here:

***Seller Responsibility***

Seller warrants that said puppy is believed to be healthy at the time of sale and has received age appropriate vaccinations and worming. Buyer has THREE (3) business days from the time of receipt of the puppy to have an examination performed by a licensed veterinarian. Any request to return the puppy to the Seller for a full refund must be made within this time period and may only be requested should the puppy be found by the veterinarian 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 the puppy 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 puppy for a refund. Shipping fees for returning a puppy are the Buyer's responsibility. If the puppy is not taken to a licensed veterinarian within three business days, the health warranty is void.

The Seller warrants that this dog is free of any life-altering or life-threatening genetic conditions, as far as can be determined, at the time of sale. Seller further warrants against all serious life-altering or life-threatening genetic disease for a period of three (3) years after the puppy's date of birth. Should a genetic disease be discovered during this time that will greatly threaten the life or greatly alter the quality of the life of the dog, the Buyer has the option of either a replacement puppy from the next available litter (both buyer and seller agreeing) or reimbursement, up to the purchase price of the puppy, of veterinary expenses related to the illness. Two independent veterinary examinations and reviews must be provided to Seller documenting the genetic health issue. 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. Reimbursement of veterinary fees will be provided to Buyer upon receipt of copies of the medical reports. Your dog need not be returned to us. If it becomes necessary to ship a replacement puppy, those fees are to be paid by the Buyer. Seller will not be held responsible for the development of faults, diseases or disorders which are the direct result of environmental factors or Buyer's negligence. This warranty does not include bite/teeth issues including base narrow canines, viral illnesses, infections or any illness due to the ingestion of foreign objects, food, chemicals, physical injury or issues whose cause is unknown or which may have an environmental link. This warranty shall be void if dog is given oral or injectable flea or tick medications, including, but not limited to, Trifexis, Comfortis, Bravecto or Nexgard or if dog is given multiple immunizations within a two-week period. This warranty shall be void if dog is allowed to become obese.

This warranty shall apply to the original buyer and will be terminated upon transfer of ownership.

***Buyer Responsibility***

Buyer agrees to pay the Seller the sum of \$2,800, which is the purchase price of the dog. Delivery fees, if any, are additional and in separate invoice.

The Buyer agrees to indemnify and hold Breeder harmless from and against all claims, liabilities, losses, costs, damages and expenses by reason of any damage to property or injury or death to individuals allegedly caused by the dog while in possession of the Buyer.

Buyer agrees to maintain this dog in good health including, but not limited to, feeding the dog a quality food and keeping the dog at a healthy weight.

Buyer agrees to provide routine preventative health care including, but not limited to, immunizations and external/internal parasite prevention (such as heartworm/flea/tick preventative).

Buyer agrees to provide a safe environment for the dog. Buyer agrees that the dog will be housed indoors and is never to live outdoors or be left outside in the elements for extended periods of time.

Buyer agrees to provide basic obedience training within the first year of owning the dog.

Buyer agrees to postpone strenuous, repetitive exercise (such as agility class, frisbee jumping and running miles a day) until after the dog is over one year of age.

Buyer agrees never to place the dog in a shelter, pound, rescue organization or similar facility or research laboratory.

Buyer agrees to contact the Seller immediately if unable to keep the dog for any reason. The Buyer and Seller will determine how the dog will be re-homed.

I/we have read and agree to the terms and conditions stated above. The parties agree 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. Delivery to Buyer has or will take place \_\_\_\_\_.

Buyer: \_\_\_\_\_

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

Seller: \_\_\_\_\_

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

Cherry Lane Labradoodles • 3140 Seckel Street • Medford, OR 97504 • 541.734.3140

