Utah Bernedoodles

Penrose, UT • 435-744-9036

Breeder:

Full Name: Ruth Sommers Address: 9898 W 11000 N Zip Code: 84337 City: Penrose Email: [Utahbernedoodles2021@hotmail.com](mailto:Utahbernedoodles2021@hotmail.com) Mobile:435-744-9036 Website: Utahbernedoodle.com

Purchaser

Full Name: Address: Zip Code:

City:

Email: Mobile:

Puppy: Breed: Color:

Date of Birth:

Mother:

Father:

[ ] Pet only No BREEDING

Price:

[ ] Cash [ ] Check [ ] Transfer [ ] PayPal Payment Received:

The seller hereby guarantees that said dog is believed to be healthy at the time of sale and has received appropriate vaccinations and worming for age. The Buyer has Three (3) days from the time of receipt to have dog examined by a veterinarian. Proof of examination must be provided to Seller. This guarantee will be terminated immediately if dog is not examined within the allotted time. If this dog is found to have a hereditary defect, which impacts clinically on its quality of life excluding dental work, by the age of two years, as certified by a qualified veterinarian at buyer’s expense, the seller has the right to require a second opinion from a nominated veterinarian of seller’s choosing at the seller’s expense. A warranty for Hip Dysplasia is provided for two years after the date of sale. This warranty will be terminated should the dog be allowed to become overweight or developing joints become overstressed at any point during the warranty period. Should the dog be found to have Hip Dysplasia within the first two years, the buyer must provide the seller with proof in the form of documentation from OFA or Penn HIP. This warranty does not include luxating patellar, viral illnesses, infections, improper bites, hernias, hypoglycemia, heartworm, Guardia, or Coccidosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, or physical injury. If the dog is euthanized or in any way disposed of without a second opinion from the seller’s preferred veterinarian, the buyer waives all rights to a replacement puppy or to any financial payment as compensation. Every puppy is an individual and the breeder cannot be held responsible should conditions, genetic or otherwise, develop later in life. This guarantee does not cover mistreatment of puppy, injury, accidents, poisoning, etc., dog is not overweight, underweight and has not been used in agility, running, jumping or over exercised during their growth period of 24 months during the period of guarantee. It does not cover trauma related or environmental factors that have affected the dog adversely. Utahbernedoodles does not guarantee your dog’s hips against any form of dysplasia, which is attributable to nongenetic causes. This guarantee applies only to the original purchaser of this dog. The buyer must supply to the seller a veterinarian’s report indicating possible hereditary defects within seven days of making the first complaint to the seller. Their nominated veterinarian if so desired, must forward a copy of all available reports to the seller for review. The seller will review the reports and advise if a second opinion is required. If it is, the seller will nominate a second veterinarian to whom the dog should be taken for further examination. The seller will make available all results from the second opinion to the buyer at which point the following options may be available if the dog is certified to the seller’s satisfaction to have a hereditary defect clinically impacting its quality of life:

If at any point in the puppy’s life they are given by owner or veterinarian any of the medications listed below, the health guarantee is null and void.

luorouracil (5-FU) cream, Ivermectin, Fluoroquinolone antibiotics, Isoniazid, Lamotrigine, Ibuprofen, Metronidazole, Phenylbutazone, Amphetamines, Vilazodone, Diphenhydramine, Phenylpropanolamine, Procaine Penicillin G, 5-hydroxytryptophan (5-HTP), Any medications with the potential to cause hypoglycemia (such as sulfonylureas)

These medications are known to cause neurological issues therefor if you or your vet chooses to use them the health guarantee is void.

1. The seller will replace with a puppy/dog of equal value upon meeting the above requirements. It is understood that there may not be a replacement dog available at the time of requested replacement. The seller is given twenty-four months to act upon this guarantee. If the seller offers the buyer two or more puppies and the buyer declines, the seller has no other obligations to the buyer.

Shipping: Buyer bears all costs.

Rehoming: Buyer agrees that if at any time the buyer wishes to destroy or give away the dog, the buyer will give the seller every opportunity to help in rehoming the dog, which must not be destroyed, or relinquished to a pound or shelter.

The seller cannot guarantee color, size, or temperament. These can only be estimated, while in the short time in the breeder’s possession, based on experience, and can always change or differ from this estimation and are ultimately outside of the breeder’s control.

The seller assumes no responsibilities for puppy after it leaves the premises for medical expenses, family disputes, or any other problems that you have not thought out. I do not pay veterinarian bills, medication, grooming cost, training, or transportation cost under any circumstances.

The seller will not refund money for the dog, due to the purchaser's allergies to animals, landlord's disapproval, disagreement of family, the dog is no longer desired, or for any other practical reason. The seller also claims no responsibility for any injury or illness that could be and was most likely contracted after the date of purchase. The purchaser must contact the breeder first if the dog can no longer be kept. The dog should never be brought to the shelter as it can be returned at any time to the seller (but no refund will be given for anything not related to the conditions this health guarantee covers.) The breeder must also assist in the rehoming of the dog, at any age in its life, if the owner can no longer keep it. The seller is available for any questions during the entire lifetime of the dog.

Once the puppy leaves the sellers home the buyer is responsible for all vet bills, puppy supplies, training, etc.

Spay Neuter Agreement:

Permanent ownership of this dog is contingent upon your compliance with this Addendum. Utahbernedoodles must receive proof of the spay/neuter. In the event that surgery is not done, Utahbernedoodles must be provided with a statement from your veterinarian that this dog is not yet in physical or emotional condition for surgery. Based upon the veterinarian’s evaluation of this dog the PURCHASER will contact the veterinarian and establish the earliest date that the procedure can be performed.

The PURCHASER will notify the BREEDER of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced. It is the responsibility of the PURCHASER, not the veterinarian, to ensure that Utahbernedoodles has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the Contract. The PURCHASER will be liable for $7500.00.

Failure to comply with this agreement will void the Health Guarantee. By signing below, the PURCHASER agrees to have this dog spayed/neutered by no later than, 16 months and understands that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. If a pregnancy occurs whether purposely or accidentally, the PURCHASER agrees to pay the additional cost for a breeding dog, which is $7500.00. The PURCHASER also agrees that failure to comply with this agreement will void the Health Guarantee. If, for any reason, a dispute about the said puppy/dog goes to court, it shall be taken up in the Salt Lake City Utah Court.

Definition: The warranty set forth in this contract is the sole warranty and is given in lieu of any and all other warranties, expressed or implied. The buyer’s sole remedy is under the warranty provision of this contract and the Seller disclaims and will not be liable for any other damages including consequential damages, property damage, emotional distress, loss of use, business interruption, or veterinary fees unless specifically set forth in this warranty provision. This contract sets forth the entire agreement between the seller and buyer and any inconsistent oral terms have no effect on this contract. If there is any dispute or litigation between the seller and buyer, the prevailing party will be entitled to reasonable attorney’s fees and costs. I, the buyer of the dog described on this document do hereby declare that I have read and do fully understand and agree with the terms of this contract. I understand by signing this agreement it becomes a legal binding contract.

Breeder’s Signature

Date:

Purchaser’s Signature

Date: