

# Dawgy Doodles Puppy Contract

This contract is between Seller (Section 1) and Buyer (Section 2) for the purchase of one Dog (Section 3) from Dawgy Doodles

## Section 1

### **Seller Information**

Dawgy Doodles  
James DeGraffenreid  
PO BOX 65 Nunnelly, TN 37137  
931-994-7870  
info@dawgydoodles.com

## Section 2

### **Buyer Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Section 3

Sire: \_\_\_\_\_  
Dam: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Birthday: \_\_\_\_\_  
Color: \_ \_\_\_\_\_  
Sex: \_\_\_\_\_  
Microchip Number: \_\_\_\_\_

### **Dog Price**

Buyer agrees to pay \$2,000 for Dog, due to Seller at time of pick-up or prior to shipment of Dog. A \$100 military discount will apply to all active duty and veterans of the United States Armed Forces making total cost of Dog \$1,900. Buyer agrees that payment will be accepted in the form of cash only at the time of pick up, or with an electronic bank transfer via Zelle prior to pick up, or via PayPal with a 3% PayPal fee prior to pick up. Dog will not be picked up, or transported until Seller has received funds.

### **Delivery/Transportation**

Buyer acknowledges and agrees that shipment of Dog can only be done by FurEver Pet Transport, and Buyer must make arrangements for shipment of Dog directly with FurEver Pet Transport. Seller will work with Buyer and Transporter to help accommodate safe transportation of Dog.

### **Spay/Neuter Agreement**

Dog is sold to Buyer under a Spay/Neuter Contract. If Dog is registered, Seller will transfer Dog's registration papers to Buyer after written veterinary verification of spay/neuter is received. If after Dog reaches 13 months of age, Seller has not received documentation of spay/neuter of Dog; \$2,000 additional price for Dog is due immediately to Seller and the Lifetime Genetic Health Guarantee of Dog is void. Additionally, Seller reserves the right to take legal action to enforce the spay/neuter contract. If legal action is taken, Buyer agrees to pay all legal fees incurred by Seller as a result of enforcement of the spay/neuter contract. Buyer also agrees to pay a \$2,000 fine for breach of contract. Furthermore, Buyer agrees to pay Seller \$2,000 per puppy, should any puppies be born as a result of such. The laws of Tennessee will govern this agreement with venue in the courts of Hickman County, Tennessee.

### **Transferability of Guarantees**

The guarantee set forth in this contract is made only with Buyer. The guarantee is not transferable to any person or entity.

### **Lifetime Genetic Health Guarantee**

Seller guarantees for the lifetime of the Dog that Dog will not have life-threatening, crippling and/or disabling congenital (genetic) health defects. Major trauma (i.e. car accident) immediately voids guarantee. This guarantee does not include viral illnesses, bacterial illnesses, acquired illness, vaccinosis, bites, infections, hernias, hypoglycemia, Giardia, Coccidiosis, indigestion of foreign objects, ingestion of food or chemicals, or physical injury following Buyer's receipt of Dog.

### **Health Testing**

Determination of a life threatening, crippling, and/or disabling congenital defect is to be made by the unanimous agreement of two licensed veterinarians agreeable to both parties. One of these veterinarians is to be a tenured faculty member of an accredited University Veterinary Teaching Hospital or Board Certified in the applicable specialty. Written statements from the veterinarians that performed the health testing will accompany all test results. Dog's microchip must be scanned and the resulting ID number recorded and included in all written statements, health testing reports and x-rays. Buyer will provide the written statements and test results to Seller within thirty days of receipt. Health testing costs are to be assumed by Buyer. Seller reserves the right to re-test and re-certify Dog at their discretion and expense.

### **Remedy**

If it is determined that Dog has a life threatening, crippling, and/or disabling congenital health defect, Seller will provide a new puppy. Buyer may keep Dog if they desire. Seller will provide new puppy after Seller has received all written veterinary documentation of Dog. If Buyer chooses to return Dog, Dog will be returned to Seller in healthy condition other than with respect to the health defect(s) or issues giving rise to the return of Dog under the Lifetime Health Guarantee agreement. Shipping or transportation of Dog will be at the expense of the Buyer. Buyer will provide all health records, microchip records, and registration paperwork for Dog since original receipt of Dog. Buyer understands that the replacement puppy may not have the same parents as Dog. Shipping or transportation expense of replacement puppy

will be at the expense of Buyer. A new contract and Lifetime Health Guarantee will apply to the replacement puppy.

**Responsibilities of Buyer**

Buyer will have Dog examined by a veterinarian within 4 days after transfer of Dog. Exam must include a fecal examination. Dog will be neutered by one year of age. Buyer will provide Seller with written veterinary verification within 30 days of spaying/neutering. Dog will have an annual veterinary check-up, which must include vaccinations, heartworm tests and fecal examinations. Buyer is responsible for all health testing expenses. Dog will not live on concrete, in a kennel, or on a cable or tether. If Dog has a health problem covered under the health guarantee, Buyer has 30 days to provide Seller with valid documentation of Dog’s health problems. If Buyer fails to provide Seller with valid documentation within 30 days the Lifetime Health Guarantee will become void.

**Right of Recovery**

If Buyer cannot keep Dog, Seller will take Dog and/or help in re-homing Dog. No refunds or replacement puppies are granted for voluntary owner returns. Dog must not be destroyed or relinquished to a pound or shelter in lieu of re-homing.

**Additional Agreements**

Buyer and Seller agree to notify each other of change of contact information (i.e. email, phone and/or physical address). Buyer agrees to notify Seller of any health or temperament problems in Dog. Both Buyer and Seller must agree in writing to any additions or modifications of contract. The laws of Tennessee will govern this agreement with venue in the courts of Hickman County, Tennessee.

**Breach of Contract**

Any breach of this contract by Buyer may result in repossession of Dog and all paperwork supplied to Buyer at the time of sale. Any breach of this contract by Buyer may result in legal action taken by Seller. Buyer agrees to pay for all expenses incurred by Seller resulting from a breach of this contract by Buyer, including but not limited to costs involved in reclaiming or repossessing Dog, legal fees, veterinarian fees, and mileage. No refunds will be issued if any breach of contract results in a repossession of Dog. The laws of Tennessee will govern his agreement with venue in the courts of Hickman County, Tennessee.

**By signing this contract, Buyer indicates in a legally binding manner that they have read, understand and agree to all terms and conditions of this contract and any additional addendums of this contract.**

**Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**James DeGraffenreid**