



Health Guarantee and Sales Contract 2019/2020

The following agreement is between South Mitten Labradoodles, hereafter referred to as "Breeder" and _____, (Name of Purchaser), hereafter referred to as "PURCHASER" for the sale and purchase of a South Mitten Puppy for the purchase price of \$3,000 of which five hundred dollars (\$500.00) is a non-refundable deposit. Deposit paid date: _____

This represents the entire agreement between Breeder and Purchaser in this sale. Use of the Dog: It is agreed between Breeder and Purchaser that this dog is being acquired as a family companion dog or as a working dog to be used for tasks appropriate to its breed such as therapy dog, service dog, or for exhibition in obedience or agility competition. **We agree that the dog is not purchased for resale, as a Breeder Dog, nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation.**

Health

The Breeder warrants the puppy to be in good health, up-to-date on immunizations appropriate for the puppy's age, and has had appropriate deworming at the time Buyer takes possession, and has been treated from parasites as of the time of sale. Breeder warrants that the sire and dam's hips and/or elbows have been evaluated by either The University of Pennsylvania Hip Improvement Program (PennHIP) or the Orthopedic Foundation for Animals (OFA). The eyes of all sires and dams have been examined by a veterinary ophthalmologist and certified to be free from inherited eye disorders. In the event of emergence of any genetic disorder during the first two years, that is severe in nature or that will significantly decrease the quality of life or longevity of the dog, as diagnosed by two qualified veterinarians, one of whom is selected by Breeder, the breeder agrees to one of the following:

- Replace the dog with one of equivalent quality from the first litter bred by the Breeder; OR
- Refund veterinary expenses up to 100% of the original purchase price.

If the puppy should die from a suspected congenital defect within 24 months of its date of purchase, an autopsy must be performed at the purchaser's expense by a veterinary teaching hospital or state licensed DVM acceptable to the Seller's veterinarian. If the autopsy shows a congenital defect as the reason of death, the Seller will provide another puppy of equal or greater value to the purchaser. A written statement from the veterinarian must be provided on This warranty is void in the event of an indeterminable or inconclusive diagnosis.

Purchaser should have the dog seen by a Veterinarian of purchaser's choice within 72 hours of receipt of the dog, or by the time puppy's next round of shots are due as indicated by Breeder, or at sign of ANY illness. Said dog may be returned to the breeder for any reason within the 72 hours following purchase. Provided that the dog has not been damaged in any way, the purchaser will then be entitled to a refund of the original purchase price less the non-refundable deposit, and any shipping charges incurred. We do everything in our power and above and beyond to ensure that you receive a happy, well-adjusted, healthy puppy. However, parasites such as Giardia, Coccidia, and/or other ailments such as ear infections and other bacterial/viral infections are not uncommon no matter how clean and well-kept, because puppies have immature immune systems that are easily stressed and can even be contracted during or after transfer. They are easily treated with appropriate medication from a vet, and therefore cannot be compensated or guaranteed. We advise keeping your puppy on Nuvet vitamins and Life's Abundance pet food to help with the stress of transitioning to a new home.

This warranty does not cover cosmetic teeth/bite issues such as an under-bite or base narrow canine. We cannot guarantee the eventual weight or overall size of dog or changes in coat color and texture, or temperament, but will represent puppy to the best of our ability. The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy as well as an estimated adult weight based on genetic information. However, as these are living beings at the hand of nature, and this judgment does not guarantee the eventual adult coat nor is there a guarantee of the eventual allergy-friendliness, degree of shedding or color of the coat at maturity.

Ownership Responsibilities

Purchaser agrees to maintain the dog in a humane environment and properly train and care for it. Specifically, the dog will be properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases such as is recommended by a qualified veterinarian. The dog will receive proper and customary veterinary care. The dog will not be allowed to roam and will be socialized and obedience-trained appropriately. The dog will not be allowed to become obese. Refunds will not be issued after the 72 hour time frame should Purchaser decide that a temperament is undesirable, as environment and lack of proper training, socialization, and the like on Purchaser's part can promote negative behaviors and undesirable traits.

Spay & Neutering

All dogs except those sold explicitly as breeding dogs will be sold on a strict Spay Neuter Agreement with the Purchaser, to be completed by Purchaser by 9 months of Dog's age, if not done prior.

THE BUYER AGREES TO SPAY OR NEUTER THEIR PUPPY BY 9 MONTHS OF AGE and provide documentation of proof of spay/neuter to seller. **Buyer's Initials:** _____

Breeder requires the puppy to be spayed or neutered by 9 months of age at purchaser's expense. Owner agrees to provide Seller with proof of the spay/neuter within 10 days of the surgery. The proof must be a paper copy from a certified Veterinary Hospital showing the pet's

description, breed & Microchip number. Failure to honor the spayed/neutered and non-breeding conditions of this contract can result in the Breeder reclaiming the dog without compensation to the Buyer and/or a \$10,000.00 Breeding Dog Fee will be paid to Seller by Buyer. This amount is based on the average breeding dog fee of \$13,000.00 minus the puppy price of \$3,000.00 already paid. If necessary, legal action will be taken to collect damages and Buyer will be responsible for all legal fees. Seller will send the Puppy's breed registration/pedigree once paperwork has been received for the spay/neuter operation from Buyer's veterinarian.

SELLER'S STRONG RECOMMENDATIONS FOR THEIR DOG:

1. Feed dog only a premium quality food (Life's Abundance or another High Quality Dog Food preferred).
2. Maintain puppy/dog at a healthy weight.
3. Keep annual veterinary appointments after receiving all veterinarian recommended vaccinations.
4. Provide basic obedience training within the first year.
5. **Be careful about overexposure. Puppies should not be brought to a heavy dog traffic public place (i.e. pet store or dog park) until they have completed their full cycle of vaccinations due to risk of contagious illness.**
6. Postpone strenuous, repetitive exercise until after the puppy is over 1 year of age.

BUYER'S AGREES TO:

1. Pay the Seller a total sum of \$3,000
2. Buy the puppy as a companion pet only, and not as a dog to be bred/
3. Spay/Neuter puppy by 9 months of age.
3. House dog indoors.
4. Contact the Seller immediately if Buyer determines they are unable to keep their dog for any reason. The dog is to be returned to Seller at Buyer's expense.
5. Never place their dog in a shelter, pound, or research laboratory. **Buyer's Initials:**_____

Should any part of the Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion will not invalidate the remaining portions and they shall remain in full force and effect. The parties agree that all actions or proceedings that may arise in connection with this Agreement shall be handled exclusively in the County of Lenawee, State of Michigan.

I have read and agree to the terms and conditions above. Both parties agree that this writing represents the entire agreement between them and that no other representations either oral or written have been made regarding the puppy described above. The parties agree that no changes in the contract shall be binding upon either of them without written modifications signed by both parties.

Puppy Identifier/Microchip#:_____ Date of Whelp: _____

sex_____color:_____

Sire name: _____ Dam name: _____

ALCA Litter Registration: _____ Grading _____

Puppy Name _____

Purchaser Name _____

Address: _____

Phone: _____

Email: _____

Purchaser Signature _____ Date: _____

Breeder:

Cammie Osstifin/South Mitten Labradoodles (517)918-8699

southmittendoodles@gmail.com

Signature: _____ Date: _____