

Dandy Doodles and Poodle
Health Guarantee and Purchase Agreement

(Please fill in all information and sign)

This purchase agreement is made, and hereby entered into on this _____ day of _____ of the year of _____, by and between Dandy Doodles and Poodles (Marsha Bayley) hereafter referred to as "Seller", and _____ hereafter referred to as "Buyer(s)", for the purpose of setting forth the terms and conditions of the purchase by the buyer of a Labradoodle or Standard Poodle puppy.

Buyer(s): _____ Phone: _____

Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Puppy Description

D.O.B: _____ Litter Name: _____

Breed: _____ Generation (if applicable): _____

Sex: _____ Color: _____ Markings: _____

Microchip#: _____

Reservation Fee: \$400 (**Non Refundable**) Date Received: _____

Non Refundable Wait List Fee Placed: yes ____ no ____ Date received: _____

Shipping Fee (if applicable): \$ _____ Pick Up/ Delivery Date: _____

Price: \$ _____ Balance Due: \$ _____ Balance Received In Full: _____

CKC/AKC Litter Registration#: _____

Date S/N Verified: _____ Release Date of reg: _____

Said puppy shall be from the breeding of:

Sire: _____

Breed: _____ Generation (if applicable): _____

Color: _____

Dam: _____

Breed: _____ Generation (if applicable): _____

Color: _____

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36 Month Health Guarantee

Dandy Doodles and Poodles guarantees this puppy from being affected from Degenerative Myelopathy (DM), Progressive Retinal Atrophy (PRA), Progressive Rod-Cone Degeneration (PRCD), Von Willebrand Disease Type II (VWDII), Exercise Induced Collapse (EIC) and Hip Dysplasia for 36 months after date of purchase. This guarantee does not include being a "carrier" for any of these diseases due to the fact that being a carrier does not affect the puppy's health in any way. Puppies that are carriers will not have symptoms of the disease or become sick. Buyer must have official written documentation from the OFA (Orthopedic Foundation of Animals) of bilateral dysplasia before a replacement puppy is granted for Hip Dysplasia and documented proof of a DNA genetic disease panel for the genetic disease being claimed. Seller does not require that the puppy be returned. Seller's policy allows buyer to a replacement of their choice of a puppy of the same sex, color and quality that Seller has currently available, or a puppy from a future litter at no cost. If the Buyer wants a replacement puppy that differs from the puppy being replaced, Buyer assumes responsibility to pay any additional fees connected with the replacement puppy. Shipping/ delivery fees are the Buyer's responsibility for the replacement puppy or if decided to send original puppy back to Seller for replacement. If a replacement puppy is being granted due to death of the original puppy, Buyer has to send back the body of the deceased puppy at Buyer's expense to be examined by Seller's vet in order to determine cause of death. If cause of death is found to be from neglect no replacement puppy will be granted and all communication will be ended. No replacement will be granted if diagnosis is inconclusive. If the Buyer chooses a replacement puppy of the opposite sex of the original puppy, and the Buyer chooses to keep the original puppy, the original puppy will have to be spayed or neutered before replacement puppy is granted. If the puppy is found to have Hip Dysplasia or DNA proven genetic disease, Seller will refund monetary value of up to half of the price of the puppy, if medical bills are incurred because of ailment during the 36 months of this guarantee. Vet records will be requested by Seller before any refund will be given in order to verify treatment.

Purchase Agreement

This is a binding contract with the purpose to protect the Seller, the Buyer and the puppy.

This puppy is being purchased for the amount of \$_____ with a \$400 non-refundable reservation fee to hold the puppy until he/she is ready for pick up (If buyer was placed on our Reserve List and paid a fee of \$50 for this option, this payment will be non-refundable). This reservation fee will be applied to the price of the puppy and the remaining balance due will reflect the payment made. This puppy is to be paid for in full on or before the date the puppy is 6 weeks of age. Failure to pay the balance due on or before this date (unless otherwise specified) _____ Buyer loses option to purchase the puppy and the puppy will become available to sell to someone else and Buyer loses the reservation fee placed. Please be sure to allow up to 21 business days for payment to clear Seller's banking establishment if paying the balance electronically, cash is always best on day of pick up, we do not accept checks. **ALL PAYPAL PAYMENTS ARE TO BE MADE THROUGH FRIENDS AND FAMILY, OTHERWISE A REFUND WILL BE DONE AND THE PAYMENT WILL HAVE TO BE RESENT; NO ACCEPTIONS.** In the case that a specific puppy wanted is not produced, and the reservation fee was sent prior to birth, the reservation fee will be transferred to a future wait list and is non-refundable with no guarantee of placement on the wait list. This also does not guarantee any price increases that may occur for any future litters. Any and all reservation fees received after the birth of a litter are non-refundable and will be transferred to a future litter, with no guarantee of placement on waiting list or guarantee of same price expressed or implied. No exception unless otherwise specified. Buyer has up to 12 months after placing the reservation fee to choose a replacement puppy, whether only a reservation fee or full payment has been paid on a puppy if Buyer chooses to back out on a sale. Reimbursement of half of the price of the puppy will be granted to the buyer if buyer chooses to return the puppy within only one week (7 days) of taking the puppy home. If the buyer chooses to return the puppy after the one-week time limit is up, there will be no reimbursement and the puppy will be rehomed. If the returned puppy has to be rehomed at a discounted price due to age or any other reason,

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the reservation fee amount will be deducted from the amount and the Buyer will be refunded the remaining balance.

INITIALS _____

Dandy Doodles and Poodles reserves the right to have first and second pick from any litter that may show a puppy or puppies with potential for our future breeding program. If the puppy(s) we have chosen end up not to being up to our standards for breeding, we will offer the puppy(s) for sale. At that time the puppy(s) will be available to purchase. If there are no puppies of interest for our future breeding program, the first person that has been placed on our reserve list (with paid reservation fee) will be moved to the top of the list and so forth.

INITIALS _____

Seller gives no guarantee in regards to size, disposition/ temperament, texture/ length of coat, shedding, umbilical hernias, retained testicles, remaining dew claws (not done on our Labradoodle puppies), improper bite, nor does Seller guarantee this puppy to be clear of intestinal worms, Coccidiosis or Giardia, as these are quite common in puppies (especially in the South). Giardia and Coccidiosis can happen due to the stress a puppy experiences when changing living environments and/or food. Seller states that this puppy has received at least one puppy vaccination at 7 weeks of age and has been dewormed at 2,4,6 and 8+ weeks of age. Seller also states that Coccidia and Giardia prevention has been used in order to help prevent the puppy from having an active case of the protozoa with the use of Toltrazuril 5% at 4,6, and 8 weeks of age and a five day course of Fenbendazole 10% for Giardia at 6 and 8 weeks of age.

At Dandy Doodles and Poodles we vaccinate our puppies at the age of 7 weeks old and deworm bi-weekly from 2 weeks of age until they go home with their new families. Our vaccination protocol is in three (3) week intervals. **UNDER NO CIRCUMSTANCES** when purchasing a puppy from Dandy Doodles and Poodles will your puppy need a vaccination at 8 weeks of age. We require the Buyer to take this puppy to their veterinarian within 72 hours of leaving our property for a wellness puppy check. **NO VACCINATIONS** will be needed at that time. Over vaccinating a puppy can cause health risk and/or death. Dandy Doodles and Poodles, and anyone affiliated with Dandy Doodles and Poodles **IS NOT** and will not be responsible for any complications caused from over vaccinating. No puppy replacement or refund will be granted. Buyer will be made fully aware of vaccination schedule at the time of pick up and will be made aware of when the next series of vaccinations are due. If the puppy is given a repeat vaccination at the puppy wellness check, it will void out any health guarantees.

INITIALS _____

The Seller **requires** that the Buyer take this puppy to a veterinarian within the first 72 hours of leaving the Seller's property. If upon examination the veterinarian finds that this puppy is not in good health, the Buyer must notify the Seller within 24 hours. The Seller reserves the right to a second veterinarian opinion of the Seller's choosing at the expense of the Seller. The Buyer shall return this puppy to the Seller with all of the veterinarian documentations for a replacement puppy. If a replacement puppy of the same sex, color and quality is not available, the Buyer will have a reserved place from a future litter. **Buyer has seven (7) days after taking this puppy home to provide Seller with a copy of the report, to verify that the puppy has been seen by a veterinarian. The document can be emailed to sadandydoodles@gmail.com.** Failure in doing so will void out a replacement puppy due to illness. The Seller has no obligation to reimburse to Buyer for any costs incurred, ie., medical etc.

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Seller is not responsible in any way for any accident or injury of this puppy once it leaves the Seller's premises.

INITIALS _____

At anytime during the purchasing process Seller deems the Buyer to be an unfit match for this puppy, Seller has the right to void the sale and return the reservation fee to the buyer, at Seller's discretion. If this puppy has to be sold at a reduced price in order to place with a new family, that amount will be taken out of the reservation fee received, as well as any other expenses incurred by the Seller (i.e. re homing discount, advertising, food, vet care, etc.) Seller agrees to refund the reservation fee once the puppy has been placed in a new home, unless the cost of re-homing exceeds the amount of the reservation fee, in which case no money will be refunded to Buyer.

INITIALS _____

The Seller guarantees that this puppy is in good health and has received appropriate medical inoculations (vaccines) and care including Parvo inoculations and deworming. Seller will provide Buyer with medical records detailing treatment the puppy has received under the Seller's care, and future care the Seller feels is essential to the puppy's well-being. Seller also provides a 36 month health guarantee against any debilitating congenital defects. This puppy has been vaccinated for ParvoVirus, Canine Distemper, AdenoVirus Type 2 and Parainfluenza at the age of 7 weeks old and **WILL NOT** need to be vaccinated again until the age of 10 weeks (or 3 weeks after last vaccination). Seller has also dewormed this puppy bi-weekly for intestinal worms from 2 weeks of age up to date of pick up. **UNDER NO CIRCUMSTANCES** when purchasing a puppy from Dandy Doodles and Poodles will a puppy need a vaccination done at 8 weeks of age. **If this puppy is vaccinated before the next vaccination due date, all guarantees for health will be void.**

INITIALS _____

The Buyer agrees to maintain preventative health care of this puppy including, but not limited to: inoculations, internal and external parasite prevention and monthly heartworm preventative medication as recommended by a veterinarian.

INITIALS _____

The Buyer agrees to have this puppy spayed or neutered between by **18 months of age**. The Buyer also affirms that this puppy is being purchased as a "pet" only and not intended for breeding purposes. If this puppy is used to produce a litter, Seller will be entitled to be compensated for breach of contract in the sum of \$1000.00 per puppy born. This puppy is being purchased with CKC (Continental Kennel Club) registration. It is agreed by the Buyer that paperwork to register puppy in their name will be released once spay or neuter verification has been sent to Seller. Buyer agrees to supply proof of the spaying or neutering of this puppy and the proof must be submitted on veterinarian letter head, be dated and signed and contain the phone number of the veterinarian that performed the procedure. Due to the dramatic increase of Hip Dysplasia in early spay/ neutered dogs, if the puppy is altered before the age of 12 months the Hip Dysplasia portion of the 36 month health guarantee will be void.

*****NOTE*****

Females can go into season (heat) as early as 4-6 months of age and males can produce a litter as young as 6 months of age. It is the responsibility of the Buyer to not allow this puppy to breed or to be bred to. An "accidental" breeding is no excuse and will be dealt with accordingly as stated in this purchase agreement. Buyer agrees to keep sexually mature dogs from breeding and having offspring.

INITIALS _____

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The Buyer agrees to maintain preventative care of this puppy in regards to Hip Dysplasia such as proper nutrition using a **HIGH QUALITY PREMIUM PUPPY/DOG FOOD**, proper age appropriate exercise, preventing stress injuries (i.e. not allowing this puppy to jump from heights taller than itself at the shoulder, using stairs in excess, preventing them from walking on slippery floors, too long of walks “ to tire them out” etc.) and keeping the puppy at a healthy body condition score for the entirety of the dog’s life. **Low impact exercise and limited usage of steps/ stairs and jumping until at least 8 months of age is recommended for the health of the hips.** Also Seller recommends the usage of area rugs to prevent slipping on smooth floors such as tiles, wood flooring or linoleum.

INITIALS _____

The Buyer agrees that this puppy is NOT to be LEFT SOLELY IN A BACKYARD OR KENNEL. And will be allowed to spend substantial quality time in the home with family members. This puppy is sold with the understanding that it is to go to carefully selected parties and the Buyer **AVOWS** that this puppy shall become a member of the family (this is to assure proper development and maintenance of the temperament for which the animal was bred). This puppy is to not be kept outside for any length of time by which could be harmful to the puppy’s health. This puppy is not to be kept outside in extreme heat (above 70 degrees F) or extreme cold (below 50 degrees F) for long periods of time. This puppy is being purchased as a home companion above anything else and will be kept indoors unless put outside for exercise or allowing it to relieve itself. If any of the above preventative care of requirements have not been provided, all health guarantees will be rendered void and the possible repossession of the puppy/ dog with no compensation to the Buyer will be granted.

INITIALS _____

The Buyer agrees that under **NO CIRCUMSTANCES** should this puppy be surrendered to an animal shelter or rescue. If the Buyer should ever be in a situation where the puppy cannot be kept, and a suitable home cannot be found, the Seller asks that the Buyer contact them for help. If necessary, the Seller will gladly provide a loving home for the puppy until it can be placed with a forever family. Buyer agrees that Seller is unable to take a puppy back due to the high risk of coming in contact with viruses and diseases until it has been seen by a veterinarian and has had an exam with a minimum of a ParvoVirus test done. Verification of testing and results will need to be provided to Seller prior to bringing the puppy back. All vet fees are the responsibility of the Buyer and will have to be paid in full prior to bringing the puppy back to Seller. If the Buyer does not take the puppy to their veterinarian to have the requested testing done prior to bringing the puppy back to the Seller, the Seller will take the puppy to their veterinarian and charge the Buyer accordingly. Although Seller will not reimburse the Buyer for the purchase price, reservation fee or shipping cost of the puppy, Seller guarantees that the puppy will be placed into a loving home. **PLEASE CONTACT SELLER BEFORE DECIDING TO RE-HOME.** Re-homing should be a last resort decision as it is very disruptive for the puppy as well as the family doing the re-homing. If for some reason this puppy is re-homed the Buyer will provide updated contact information to the Seller. No reimbursement will be granted to the Buyer past the seven-day (7 days) period of leaving Seller’s property, if the puppy is being returned because the Buyer has changed their

mind and decided the puppy is no longer wanted. If the Buyer is returning the puppy because life threatening medical reasons was found with the puppy, Seller will refund up to half of original price once the puppy has been rehomed. Reduction in price to rehome the puppy, vet care such as: a thorough vet check up upon return of puppy if not done prior to return,(which includes a parvovirus test, coccidia test, giardia test, and an exam), vaccinations, and non-refundable reservation fee, is non reimbursable; non-refundable,.

INITIALS _____

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If a member of the immediate family is allergic to this puppy, and the buyer is no longer able to care for it, Seller will not refund the purchase price or the reservation fee paid for this puppy. Seller will not reimburse Buyer for any purchases related to this puppy including, but not limited to: crate, toys, food, dishes, leashes, collars, medical bills, fencing, including invisible fencing or supplies related to training etc. Seller is not obligated to pay for any medical bills related to an allergic reaction to this puppy. Seller will provide information or assistance with placing the puppy in a new home. **ALL GUARANTEES PERTAIN TO THE ORIGINAL PURCHASER OF THIS PUPPY ONLY.**

INITIALS _____

No replacements will be given due to problems that result from buyer neglect. This includes but is not limited to: leaving outside unattended, not keeping vaccinations current/ improper vet care, not keeping this puppy groomed properly, inappropriate use of training tools (i.e. prong collars, choke collars, shock collars etc.), inappropriate handling/ teaching bad behavior, improper use of leash or improper fencing/ unsecure yard etc.

INITIALS _____

All court costs and attorney(s) fees are the responsibility of the Buyer and will be paid for at the time of the court's decision.

It is understood that this agreement contained in these six (6) pages is to protect the integrity of the Seller's bloodlines and to protect the Buyer and puppy being purchased. The above paragraphs contain conditions established by the Seller to ensure the well-being of this puppy. The Buyer's agreements will continue for the duration of the puppy's life and the Seller will have the right to enforce these agreements. Spay and neuter procedure needs to be performed at the minimum of 12 months of age but no later than 18 months, otherwise the health guarantee contained in this contract will be void for non compliance with the spay/ neuter agreement, and breach of contract. The CKC registration paperwork will be held by the Seller until proper verification of spay or neuter has been provided to the Seller. Spaying and neutering this puppy is the best for the health of the puppy, and for the health guarantee to be valid must be performed. Failure in doing so will void out any guarantees put in place and may result in repossession of the puppy with no compensation due to the Buyer. This Purchase Agreement is legal and may be enforced by legal means at the Buyer's expense and all disputes must be settled in the state of **TEXAS** in **BEXAR COUNTY**.

By initialing and signing this Purchase Agreement Buyer agrees to all terms and conditions stated within this contract and agrees to provide this puppy a loving home, with the puppy's best interest in mind. Seller agrees to provide Buyer with a healthy puppy that has been well looked after and loved. Seller also agrees to uphold all agreements written in this contract.

Buyer Signature: _____ Date: _____

Buyer Printed Name: _____

Seller Signature: _____ Date: _____

Seller Printed Name: _____

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