

## Davis Family Farms \ Australian Labradoodles Sales Agreement \ Health Guarantee

This agreement is between seller Emma Davis, known as “seller” and:

Name:

Address:

Phone:

E-mail address:

Hereafter known as “buyer”.

### Sales Agreement

It is agreed between the Seller and Buyer as follows:

Description of Dog: The dog sold pursuant to this agreement is as follows:

Breed: Multigen Australian Labradoodle

Whelped:

Gender:

Color:

Sire:

Dam:

Microchip #

Total Price:

Additional Training:

Shipping:

Seller has the right to cancel/refuse sale at any time if the seller feels it is in the best interest of the puppy.

### Health Agreement

Davis Family Farms guarantees the health of puppy at time of sale and against any severe or life threatening hereditary diseases up to the age of 24 months. This health guarantee is only valid between the seller and the original buyer, and does not transfer if ownership of the dog changes. We offer lifetime support with all of our puppies and if puppy is no longer wanted, we will take any of our puppies back from anyone at any time. (no cash refund) The Davis Family Farms Australian Labradoodle puppy is guaranteed to be in good health at time of sale and buyer will have puppy examined by their veterinarian within 3 days of receiving their puppy. If buyer’s veterinarian finds the puppy to have chronic or serious health issues, buyer may immediately return the puppy along with a report issued by the Veterinarian and Davis Family Farms will replace the puppy with another puppy from the next available litter. The following circumstances are not considered a chronic or serious health issue: Bordetella, worms, ticks, fleas, mites, cocci, giardia, or other parasites as they are common in dogs and puppies. (Breeder's Choice) Any request for replacement must be made within the 3 day time period and failure to have the puppy examined by buyer’s Veterinarian within 3 days will make this contract void.

Conditions:

1. If a hereditary disease is diagnosed, it must be designated severe, or life threatening, diminishing the quality of puppy/dog’s life, and be confirmed by two independent veterinarians. Findings will be sent to Davis Family Farms including diagnostic data, x-rays, etc. and must be reviewed and agreed upon by a

Veterinarian of Davis Family Farms' choosing. Davis Family Farms reserves the right to have puppy/dog examined by a Veterinarian of our choosing at our expense.

2. In the case of Hip dysplasia, proof by the Orthopedic Foundation for Animals (OFA) is required before any replacement/refund will be made.

3. In the case of hip dysplasia, the health guarantee is void if the puppy's primary diet has not been a premium food, and/or puppy has been allowed to become overweight.

4. In the case of any eye disease, the dog's eye exam must be sent to the Canine Eye Registration Foundation (CERF) for judgment, and the statement confirming a debilitating disease sent to Davis Family Farms.

5. Puppy must have been kept current on yearly exams, heartworm tests and preventative, all vaccines, and rabies. This health guarantee will be void if buyer is unable to provide complete and accurate copies of their puppy's health care given on a regular basis.

6. If the puppy has been allowed to compete in agility, run up and down stairs, or be a jogging partner, before the age of 12 months, this health guarantee will be void.

7. A dog that has been physically injured is not covered under this health guarantee.

8. It is the buyer's responsibility to keep the puppy away from public places (such as puppy kindergarten, pet stores, dog parks, etc.) before they are fully vaccinated to reduce the risk of deadly viruses (such as Parvovirus). Failure to do so, should puppy be diagnosed with deadly virus, will void this health guarantee. If all of the conditions of this agreement have been met, and the buyer desires to return the medically diagnosed dog, Davis Family Farms will have the option at our discretion to either replace the puppy from the next available litter, or refund half the original purchase price. Return shipping of the old puppy, and shipping of the new puppy will be at buyer's expense. If the buyer desires to keep the puppy, Davis Family Farms will pay for all Veterinary costs for treatment up to the full purchase price of the puppy paid to buyer's Veterinarian.

Davis Family Farms offers lifetime support with all of our puppies. If at any time buyer decides he/she no longer wants puppy/dog, or can no longer care for it, we will take the puppy/dog back at any time, for any reason, with no refund. If at any time the buyer should choose to re-home puppy/dog, buyer agrees to contact the seller to help place puppy/dog in a new home. At no time should this puppy/dog be surrendered to the SPCA, Humane Society, dog pound, etc.

Your puppy has already been spayed/neutered (ESN): yes \_\_\_ no X (if no, buyer agrees to spay puppy at 8 months old and agrees to the conditions that follow) **Buyer Agrees to Spay/Neuter. The buyer understands this puppy is being sold as a pet and under no circumstances will be bred. The breeding of this puppy/dog is NOT an option. The puppy must be spayed or neutered by 6 months of the signed contract. Buyer agrees to furnish Fairytale Lane with a spay/neuter certificate within 2 weeks of spay/neuter deadline, at which time sale of the puppy is complete and ownership officially the buyer's. If buyer does not provide proof of spay/neuter signed by a licensed Veterinarian within the allotted time period, or if the dog has been bred by purpose or accident, buyer agrees to immediately pay the sum of 10,000, which is the average cost of a Labradoodle breeding dog.** Furthermore, buyer agrees to pay Seller \$2,000 per puppy should any puppies be born as a result of failure to spay/neuter. Buyer also agrees to relinquish all rights of dog and its offspring (if applicable) should the dog be bred in breach of this contract, and the seller has the right to reclaim the dog and its offspring (if applicable). By signing below, the buyer is indicating in a legally binding way that

they have read, understand and agree to all conditions and terms set forth in this agreement. The buyer further understands and agrees that any breach of this contract by the buyer may result in repossession of the above mentioned puppy/dog by seller. Any expenses, incurred by seller to enforce this agreement shall be the responsibility of the buyer, including but not limited to: legal expenses, other fees, mileage, costs involved with reclaiming/repossessing puppy/dog, etc. All terms, and health guarantees shall be considered null and void should the buyer be in breach of any portion of this agreement. No refunds will be issued by the seller if the buyer voluntarily relinquishes ownership for any reason, or if any breach of agreement by the buyer results in repossession of the above named puppy/dog.

Buyer's signature: \_\_\_\_\_

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

Buyer's name printed: \_\_\_\_\_