



# Faithful Doodles

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## Health Guarantee and Sales Contract

This agreement is made between Julie Long from *Faithful Doodles* in California, hereinafter known as

“Seller” and \_\_\_\_\_ / \_\_\_\_\_,

located at \_\_\_\_\_

\_\_\_\_\_ ( \_\_\_\_\_ )  
City State Zip Phone

\_\_\_\_\_ ; hereinafter known as “Buyer(s).”  
e-mail address \_\_\_\_\_

It is agreed between the Seller and Buyer(s) as follows:

### DESCRIPTION OF DOG/PUPPY:

The dog/puppy sold pursuant to the terms of this agreement is as follows:

Generation: F1 F1B F2 Multi-Gen Size: Mini Medium Standard

Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ IALA Reg #: \_\_\_\_\_

Microchip #: \_\_\_\_\_ Color: \_\_\_\_\_

The sire of this dog/puppy is: \_\_\_\_\_

Sire Registration with: \_\_\_\_\_ Sire Registration # \_\_\_\_\_

The dam of this dog/puppy is: \_\_\_\_\_

Dam Registration with: \_\_\_\_\_ Dam Registration #: \_\_\_\_\_

### CONDITIONS OF SALE/HEALTH GUARANTEE:

We have taken many steps to ensure that your new dog/puppy is happy and healthy. Your dog/puppy has been selectively bred for excellent quality, health, soundness, intelligence and good temperament. The Seller

warrants the dog/puppy to be in good health at the time of sale and that the dog/puppy has received all necessary, age-appropriate vaccinations and de-worming. The dog/puppy has also been examined by the Sellers licensed veterinarian and leaves Sellers possession with a good bill of health.

- **Seller requires Buyer(s) to have the new dog/puppy be examined by a licensed veterinarian within 72 hours of possession so there is no question as to the health of the dog/puppy.** Any request to return the dog/puppy to the Seller for a full refund must be made within this 72 hour time-period and may only be requested should the dog/puppy prove to be sick upon arrival and/or should the dog/puppy be found to be in poor health or have a health issue of such serious nature that the quality of life will be seriously shortened or seriously altered. Minor health ailments including, but not limited to, fleas or stress-induced diarrhea due to dog/puppy's transition from Sellers home, etc. are not reason for dog/puppy to be returned to Seller. Proof of examination and diagnosis by the Buyer(s) licensed veterinarian must be provided to Seller and Seller's Vet, should Buyer(s) wish to request returning dog/puppy for a refund. The contract will be terminated immediately if Buyer(s) does not have dog/puppy examined within this allotted time frame of 72 hours from possession. *(It is highly suggested that the Buyer(s) make an appointment with their veterinarian well in advance to ensure examination within this time frame).* In any event, Seller is not responsible for any veterinarian expenses.
- Seller requires Buyer(s) to keep the dog/puppy on a regular vaccination schedule and routine de-worming by a licensed veterinarian. Seller also requires that the dog/puppy be kept on a monthly heartworm preventative. If these requirements are not met, this contract is null and void.

**This dog/puppy has been sold as a pet and is not to be used for breeding purposes.** Seller requires Buyer(s) to spay/neuter the dog/puppy by the age of six months. Verification is to be sent to the Seller by the end of six months and the licensed veterinarian who surgically performed the altering must sign the document. Failure to send verification to Seller by the end of six months of age will void your guarantee and this contract.

Seller warrants that both the Sire and Dam of your dog/puppy have had their hips X-Rayed and evaluated by the Orthopedic Foundation for Animals (OFA) in the United States. Both Sire and Dam have received a rating of "good" or higher on their preliminary or final reports and are cleared for canine hip dysplasia. Buyer(s) understands that although great lengths were taken by Seller to prevent genetic defects and none were found at the time of breeding the Dam and Sire, the dog/puppy cannot be 100% guaranteed against every genetic disorder.

**A warranty for hip dysplasia is provided for 24 months from the date of sale.** Should the dog/puppy be found to have moderate to severe hip dysplasia within this 24-month period, Buyer(s) must provide proof to Seller in the form of official documentation from the OFA within 10 days of diagnosis. A veterinarian cannot make this diagnosis and the dog/puppy must be sedated for the radiograph to be taken. Seller reserves the right to confirm results prior to a refund or replacement being made and also reserves the right to request a second opinion.

- Should the OFA results or a licensed veterinarian indicate/suspect that an injury may have occurred to cause or contribute to the hip dysplasia, no refund or replacement will be made and this warranty will be void.
- This entire warranty will be terminated immediately should the dog be found to have been overweight or the developing joints be overstressed at any point during the 24-month warranty period. Seller will require veterinarian records showing the weight of the dog/puppy and the veterinarian's assessment of the weight.

In the unfortunate event that the dog/puppy is diagnosed with hip dysplasia and the all requirements stated in this contract are met, the Seller will agree to one of the following:

1. If Buyer(s) wishes to keep the dog/puppy, Seller will reimburse veterinarian expenses up to 100% of the original purchase price of the dog/puppy. Only the treatment expenses will be refunded, not the diagnostic expenses. OR

2. Replace the original dog/puppy with one of equivalent/comparable quality from Sellers next available litter. If Seller does not have another dog/puppy of equivalent/comparable quality, a refund in the amount of the original purchase price will be given, less any shipping/handling fees. This will be at the Seller's discretion only and will take place only when the original dog/puppy has been returned to the Seller. Any shipping or veterinarian expenses Buyer(s) incurs for the replacement dog and/or to return original dog/puppy to Seller will be Buyer(s) responsibility. If a replacement puppy of higher value is chosen, Buyer(s) is responsible for paying the difference (Cost of Replacement Dog/Puppy less Price Paid for Original Dog/Puppy).

Buyer(s) agrees to not abandon this dog/puppy to an animal shelter, Humane Society, dog pound, pet mill or pet store. If desired, Seller will help Buyer(s) try to find a suitable replacement home for the dog/puppy should Buyer(s) no longer be able to care for the animal. Seller does not give refunds back to Buyer(s) who decide they can't keep the dog/puppy, and Seller will not resell the dog/puppy. Sellers only concern will be to find an appropriate, loving replacement home.

Buyer(s) understands that all dogs/puppies exhibit certain undesirable behavior, such as, but not limited to, nipping, chewing, barking, marking, etc. Buyer(s) is responsible for appropriate training of dog/puppy to correctly teach acceptable behavior and is responsible for proper socialization of dog/puppy. Seller highly suggests dog/puppy be enrolled in an 8 week (at least) training course for your new dog/puppy so you can learn how to train and work with your new dog/puppy.

This contract/guarantee is only applicable to the original Buyer(s) stated in this contract. If dog has been sold or given away, the contract immediately becomes void. Additionally, if the dog has been physically injured or competed in agility at too young of an age, this contract becomes null and void.

The kennel name, *Faithful Doodles*, must be used in the registration papers of subject dog/puppy and in any advertising media (e.g. Buyer's website) at all times.

The subject dog/puppy named in this Contract is entitled to registration with the International Australian Labradoodle Association, Inc. or other similar organization and Seller will assist in this registration upon request.

Seller and Buyer(s) agree to notify the other in the event of a change of address or change in contact information.

Buyer(s) acknowledges that there is no promise (express or implied) that the said dog/puppy will be non-shedding or non-allergenic. Buyer further agrees that the subject dog/puppy's size and color are not predictable and no promise or warranty regarding size, color, coat appearance, or any physical/behavioral trait is made by the Seller.

The parties agree that this Contract was made in the State of California and agree that it shall be governed by and construed in accordance with the laws of the state of California and the parties agree to submit to the jurisdiction of the courts of the State of California for any dispute arising from this Contract or transaction. Venue shall be at Los Angeles County, California. Each party will bear its own costs of litigation, except for breaches of contract arising from this Contract.

The subject dog/puppy will be implanted with a microchip before leaving the Seller's premises; the registration of said microchip will be the responsibility of the Buyer(s).

#### FEES:

The cost for the said dog/puppy is \$\_\_\_\_\_ USD, plus shipping/handling (if necessary) and any other special treatment in the same currency. Seller will ship the dog/puppy (if required) at the buyer's expense of an additional \$300.00 (within in the US; additional fees outside of US will apply). This shipping/handling fee includes a brand new crate (help with crate training in dog/puppy stage), transportation

to the airport, airline ticket, and a health certificate from a veterinarian. Any other fees associated with shipping dog/puppy, other than the above stated, will be Buyer(s) responsibility. Shipping/Handling fee must be paid in advance (preferably two weeks in advance) for Seller to appropriately prepare for the travel of the dog/puppy.

Seller will accept a non-refundable deposit in the amount of \$250.00 USD to reserve a spot on the dog/puppy selection list via a first come, first serve basis (first deposit gets first pick, second deposit gets second pick, etc). Seller reserves the right for first pick of litter. The specific dog/puppy selection begins when the dog/puppy is 4-6 weeks of age and the dog/puppy will be ready to go to new home at 8 weeks of age. Deposit is non-refundable and will be applied to the full purchase price. Should Buyer(s) change mind and decide not to purchase a puppy, the deposit is forfeited to Seller. The deposit will be returned to the Buyer(s) only if Seller is unable to provide puppy as expected (example: loss of puppy, fewer puppies in litter than expected, etc. Deposit will not be refunded for such things as preferred color choice not being available, etc.). Unless other arrangements are made, unpaid balances are due and payable prior to delivery of the dog/puppy.

Acceptable methods of payment are cash, money orders or payments made via PayPal. Payments made via PayPal must be sent to daissyj@hotmail.com.

This contract will also hold as a receipt for the payments received.

Deposit Amount of \$ \_\_\_\_\_ received on \_\_\_\_\_/\_\_\_\_\_/2008

Shipping/Handling Amount of \$ \_\_\_\_\_ received on \_\_\_\_\_/\_\_\_\_\_/2008

Final Amount of \$ \_\_\_\_\_ received on \_\_\_\_\_/\_\_\_\_\_/2008

Date Buyer(s) acquired dog/puppy: \_\_\_\_\_/\_\_\_\_\_/2008

**STATEMENT OF AGREEMENT**

In order to validate this Contract, the Contract must be fully completed, signed by the legal new owner of the dog named herein and delivered to Faithful Doodles at least five (5) days prior to the subject dog/puppy leaving Seller's premises, unless the Contract is to be executed by each party at the time of delivery. Failure to comply with the above stated conditions will render this entire contract null and void.

I, as the Buyer of the dog/puppy described in this Contract, do hereby declare that I have read and fully understand and agree with all the terms, conditions, and warranties contained herein. I also understand that under no circumstances shall the Seller be liable to the Buyer(s) or to any third party for consequential incidental or special damages resulting from or in manner related to the dog/puppy.

Upon execution of this contract, all expenses related to the stated dog/puppy, including but not limited to, feeding, training, veterinarian expenses, are the sole and exclusive responsibility of the Buyer(s).

Seller affirms that the dog/puppy described in this Contract of Sale and Warranty is the dog delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.

Buyer(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_/\_\_\_\_\_/2008

Buyer(s) Name Printed: \_\_\_\_\_

Signed on behalf of Seller, Faithful Doodles:

\_\_\_\_\_  
Date: \_\_\_\_\_/\_\_\_\_\_/2008  
Julie Long