

## Life is Better with Doodles - Puppy Contract

This agreement is made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is between Misty Green (Life is Better with Doodles) (Seller) and the Buyer, \_\_\_\_\_. Buyer agrees to obtain from the seller a \_\_\_\_\_; Sex \_\_\_\_\_, Size: \_\_\_\_\_, Color: \_\_\_\_\_, Collar Color \_\_\_\_\_, Born on \_\_\_\_\_ for the amount of \$ \_\_\_\_\_. Payment in full must be made prior to taking ownership.

### CONDITIONS OF SALE AND LIMITED WARRANTY

\*\*\*\*\*Seller certifies to the best of her knowledge that, upon receipt by the Buyer, the dog is in good health.\*\*\*\*\*

### The Buyer has reviewed and agreed to following conditions:

- The Buyer has FIVE (5) days following receipt to have the dog examined by a veterinarian at their own expense. Should dog be found to be in poor health of a serious nature that is diagnosed as permanently life altering by said veterinarian, Buyer must notify Seller immediately (within 24 hours). Seller reserves the right to have the dog re-examined by our veterinarian at our cost.
- The dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the Buyer for any special purpose or function of this dog. Seller does not guarantee size, color, or appearance of the dog. This dog is sold to you as a pet only.
- The Buyer agrees to take good care of the dog, feed and house the dog properly {indoors}, maintain shots, control the dog on a harness or leash when in public and when off the premises of the dog's home. The dog's outdoor area will be fenced in and secure, or acceptable provisions will be made to assure the dog is safe any time he/she is outdoors. Buyer agrees to give the dog proper physical and emotional care and welfare. Buyer must agree to housing the dog indoors as its primary housing. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions, Seller has all rights to repossession of this dog with no refund to Buyer. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle Buyer to any compensation from Seller.
- This dog is to be spayed/neutered within **EIGHT (8) – TEN (10) months of age**. Buyer agrees to have this dog spayed/neutered by no later than \_\_\_\_\_ and understands that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. If pregnancy occurs, whether purposely or accidentally, Buyer agrees to pay the additional cost for a breeding dog, which is \$5000. Buyer also agrees that failure to comply with this agreement will void the Health Guarantee.
- Buyer will under no circumstances relinquish the dog to a shelter. In the event that you, the Buyer, are unable to keep this puppy for any reason, the Buyer agrees to immediately return the puppy/dog back to the Breeder. The non-refundable deposit will not be returned. The remaining balance of puppy may be returned depending on circumstances and to be determined by Breeder. Under no circumstance, is this puppy to be given to a shelter, sold to a store or on Craigslist. Warranties shall apply only to original Buyer and are not transferable.

## LIMITED WARRANTY:

- **THE ONLY FORM OF COMPENSATION OFFERED IS A REPLACEMENT DOG. NO MONETARY COMPENSATION, NO EXCEPTIONS. SELLER IS NOT RESPONSIBLE FOR ANY VETERINARY COSTS INCURRED BY BUYER AND WILL NOT REFUND VETERINARY COSTS IN PART OR IN FULL.**
- Any condition that is minor, correctable, or a breed-related minor condition is not covered, and no condition which could go away, or is considered to be a condition which a dog will likely grow out of is covered. Minor health ailments including, but not limited to: parasites, diarrhea, umbilical hernia, or minor heart murmur are not covered.
- Seller does not accept responsibility for contagious disease diagnosed after FIVE (5) days from receipt.
- Hip and elbow dysplasia are covered for ONE (1) year from date of birth, subject to the following: (1) the dog must not have been allowed to become overweight or developing joints be overstressed at any point during the warranty period; (2) veterinary documentation of the growing dog's weight will be required; (3) **An evaluation of the hip/elbow x-rays must be conducted by Orthopedic Foundation for Animals.** If results from the OFA evaluation indicate that an injury occurred which caused or contributed to the issue, the hip/elbow warranty will be terminated; and, (4) a replacement dog **will not be provided unless the dysplasia/disorder necessitates euthanasia of the dog prior to reaching TWO (2) years old.**
- Heat stroke, exhaustion, dehydration and other heat related conditions are not covered in any way.
- Proof of examination and diagnosis **submitted directly from a licensed veterinarian** must be provided to Seller and subject to review by Seller's veterinarian, should Buyer wish to replace the dog. **This entire warranty will be terminated immediately if the dog is not examined by your veterinarian within the allotted time.**
- Diagnosis of and/or death due to a life-ending genetic disease is covered for TWO (2) years after the dog's date of birth (not date of receipt). A dog must be diagnosed with a life-ending genetic condition by the age of two years, with death occurring within twelve months of diagnosis to be covered under this warranty. Any replacement for a deceased dog will only be provided when the cause of death is documented by a necropsy performed at a state lab and the findings prove the cause of death to be that genetic condition.
- Conditions that, with medical treatment, allow the dog to live a normal companion life are not covered.
- Conditions that are side effects of any substance the dog is exposed to will nullify this warranty for said condition(s).
- In the event of covered health condition, Seller will provide Buyer with a replacement dog from the next available litter of similar type/breed after the necropsy report has been received and reviewed by our vet. Buyer acknowledges that **the only compensation offered/owed pursuant to this warranty is a replacement dog.**
- **When a replacement dog, from the next available litter of like kind, is offered but refused, Seller has fulfilled all obligations to the Buyer, and no further relief is available. No reimbursements under any circumstances.**

**General provisions:**

- Any changes to this contract must be in writing and signed by both parties.
- **This contract and all conditions/warranties are between Seller and the original Buyer and is non-transferable.**
- This contract is legal and may be enforced by legal means at the Buyers' expense. In no event shall Seller be held-responsible for legal expenses or costs incurred by Buyer.
- All business transactions have been conducted at Seller's residence in Montgomery County, TX and subject to jurisdiction in Montgomery County, TX. All legal disputes must be filed/settled in **Montgomery County, Texas**. Buyer shall be responsible for all reasonable legal fees and costs incurred by Seller for defense outside Montgomery County, Texas.
- Should Buyer have any complaints regarding the Seller or the dog, Buyer agrees to diligently address the matter in an entirely private manner with Seller prior to filing suit.
- In the event of dispute, the Buyer agrees not to publish any derogatory statements about Seller on the internet, in any web forum, social media platform, or any other publicly viewable website.
- If any provision or part thereof contained in this contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision of this contract; and this contract shall, to the fullest extent lawful, be reformed and construed as if such invalid, illegal or unenforceable provision had never been contained herein, and such provision reformed so that it will be valid, legal and enforceable to the maximum extent possible.
- **SELLER RESERVES THE RIGHT TO IMMEDIATELY TERMINATE ALL WARRANTIES PROVIDED HEREIN UPON NOTICE OF BUYER'S VIOLATION OF ANY PROVISION OF THIS CONTRACT**

FULL AND FINAL AGREEMENT: The parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the dog.

Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller's Name: Misty Green

Address: 9895 Lone Oak Drive

City: Conroe State: TX Zip: 77303

Email: info@betterwithdoodles.com Phone: 281-686-8222

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_