

Sale Agreement and Health Warranty

Poco Creek Australian Labradoodles

P.O. Box

Riverside, CA 92506

951-235-2930

This agreement is between Poco Creek Australian Labradoodles (seller) and _____ (buyer).

1. Buyer Information:

Name: _____

Address: _____

Phone: _____

Email address: _____

2. Description of Dog:

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

Sex: _____ DOB: _____ Color: _____

Microchip #: _____ Name: Poco Creek: _____

Sired by: _____ Out of: _____

This dog has been purchased for the price of \$_____.

Additional Fees: \$_____.

3. General Provisions:

- A. Under no circumstances shall the Seller be liable to the Buyer or other third party for any damages resulting from, or in any manner related to, the dog.
- B. All warranties in this contract are non-transferable and become void if ownership of the dog transfers.
- C. Buyer agrees to NEVER relinquish the dog to a shelter or rescue organization. The Seller agrees to accept return of the dog at any time and for any reason, for the life of the dog. If the puppy is less than one year, seller will refund 1/2 of purchase price.

3. Spay/Neuter:

- A. Buyer agrees to have the puppy spayed or neutered within (7) months of receipt of the puppy. Failure to comply with the Spay/Neuter provision will void any Buyer's rights under the Health Warranty provision. Written proof of spay/neuter must be provided to the Seller by the following date: _____.**
- B. In the event the buyer breaches the Spay/Neuter requirement, as a result of the Buyer's improper use of the puppy/dog for breeding purposes, Buyer shall pay Seller \$10,000.00 as liquidated damages for the breach.**

4. Health Warranty:

- A. Buyer agrees to have puppy examined by a licensed veterinarian within 72 hours of delivery. Failure to comply will void warranty and Seller will be released from all contractual obligations. Should veterinarian note any concerns or health issues, a copy of the health record should be forwarded to Poco Creek Labradoodles.
- B. The Seller guarantees that the puppy is in good health at the time of delivery. If it is determined by the initial veterinarian's examination that the puppy is seriously ill, buyer has the option of returning the puppy to Seller for a full refund or replacement puppy (when one becomes available).
- C. To the best of the Seller's knowledge both sire and dam are free from hereditary defect. The puppy is warranted for 2 years against potential genetic problems that have been screened for in the parents. Should a serious problem arise, we request that you notify us immediately. Buyer will be required to provide veterinary records documenting a hip, elbow or eye related problem.
- D. This health warranty is null and void if the following conditions are not met:
 - Buyer does not submit proof of Spay/Neuter by the designated date.
 - You must have proof of routine medical care and keep the vaccinations current.
 - We require that you provide your dog with a healthy diet (dog food that can be purchased at a grocery store is not healthy).
 - We require that you provide your dog with regular exercise and maintain you dog at a healthy weight.
 - We require that you reasonably limit stair climbing and jumping in the first 10 months.
- E. Seller reserves the right to have the dog, and the dog's records, checked by a veterinarian of the Seller's choice before offering a replacement puppy or refund for any reason.
- F. Seller guarantees that the puppy has:
 - Received age appropriate vaccinations.
 - Been treated for worms.
 - Been micro-chipped.
- G. **This warranty does not include** viral illnesses, bacterial infections, hernias, hypoglycemia, Giardia or Coccidiosis. It also does not include any illness due to the ingestion of foreign objects,

food, chemicals or physical injury. We do not guarantee perfect teeth in our puppies, so this warranty does not cover dental or orthodontics for teeth/bite issues such as underbite or base narrow canines. We do not cover cosmetic correction for teeth/bite issues under this warranty. Removal of base narrow lower canines that cause minor discomfort until the puppy teeth fall out are not covered under this warranty.

- H. **No Behavioral Guarantee:** Seller does not guarantee that puppy will or will not possess specific behavioral and/or psychological traits. Buyer expressly assumes all risks associated with the puppies behavioral and/or psychological development. Seller recommends that all puppies receive obedience training, however, does not guarantee the results of any specific training program.

5. Full and Final Agreement

The parties agree that this contract represents the entire agreement between them and that no other representations, either oral or written, have been made regarding the dog described above.

Seller's signature: _____ Date: _____

Buyers signature: _____ Date: _____