

GoldenDoodle Kennels Purchase Agreement

The following agreement is between GoldenDoodle Kennels, hereafter referred to as "Seller," and _____, hereafter referred to as "Purchaser." In consideration of a purchase price of _____ dollars (\$ _____), of which _____ dollars (\$ _____) is a nonrefundable, non-transferable Surety of Action deposit. The Surety of Action deposit will only be refunded if something happens to the puppy prior to the Purchaser taking possession of said dog. The Seller transfers in fee simple all rights, privileges and responsibilities associated with the ownership of the male/female dog of the Goldendoodle breed to Purchaser as of the date specified below. Seller will not be held responsible for illness and/or injury to the dog except as that illness and/or injury would have been avoided by the exercise of reasonable and normal care. Seller assigns Purchaser the option to acquire the dog described below, guaranteeing that the dog will not be sold to any party other than Purchaser for a period of _____ days or until the puppy is twelve weeks of age. Time is of the essence. At the time Purchaser acquires physical possession of the dog, that portion of the deposit taken and known as Surety of Action shall be applied to the purchase price.

Purchaser has the right to return the dog at their expense to the Seller during the first seventy-two (72) hours from the date of initial possession for credit in the amount of the purchase price toward the acquisition of another dog from the Seller or for a refund of the purchase price less the nonrefundable Surety of Action deposit portion, as long as the dog is returned in good health, the coat has not been cut and no surgical procedures have been done. Purchaser agrees to take the dog to a qualified, licensed veterinarian for a wellness check within seventy-two () hours. If the veterinarian finds a serious health problem, Purchaser will return said dog at their expense to Seller within three (3) days with the veterinarian's written statement of cause. Seller offers the Purchaser a health guarantee of up to one (1) year of age of said goldendoodle to be free of any life threatening congenital or hereditary defects. If a life threatening congenital or hereditary defect is detected during that time, a written statement and laboratory test results or results from a pathological autopsy done by a licensed veterinarian must be provided. Upon receiving proof of a life-threatening congenital or hereditary defect Seller will replace said dog with one of equal quality as soon as one becomes available or refund 50% of the original purchase price, at the discretion of the Seller. Seller has the option to have the condition verified by Seller's veterinarian as well as DNA identification performed. Said dog will have had shots and de-worming appropriate for its age. However, stress can cause certain protozoa and parasites to resurface even if previously treated. We take precautions to keep it from happening, but we do not guarantee against the resurfacing of these organisms. Hypoglycemia, bites, testicles, open fontanels or patellas are not covered by this warranty, nor are allergies to said dog. At no time will Seller be liable for any expenses, medical, legal or otherwise, and Purchaser agrees to release Seller from any further liability. Purchaser agrees to contact Seller and discuss any non-emergency health problems of said goldendoodle whether the problems are real or assumed and obtain a second opinion before any veterinarian service is rendered. Seller is bound only to the original Purchaser.

It is understood by all parties that said Goldendoodle from GoldenDoodle Kennels is being sold as a pet only and not as show or breeding potential. Purchaser agrees not to breed the dog but to have it neutered/spayed as soon as it can be safely done (i.e. when the dog is old enough). Purchaser agrees not to criticize, defame or disparage Seller's kennel, its owners and associates, or its practices. In the event that the terms of this agreement are not complied with, the Seller is entitled to \$5,000 in damages per offense and the return of the dog plus any legal fees and costs associated with the enforcement of this agreement. All legal fees will be the responsibility of the Purchaser if contractual obligations are not met. Purchaser also agrees to let Seller determine venue. California laws apply and the jurisdiction of the contract is Placer County, California.

Severability: If any provision of this Agreement, in whole or in part, or the application of, any provision, in whole or in part, is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision, or part of such provision, shall be severed from this Agreement. The illegality, invalidity or unenforceability of any provision, or part of any provision, of this Agreement shall have no effect on any other provisions of this Agreement, which shall continue in full force and effect.

Mini Goldendoodles are house dogs and shall be treated as such, maintained in the home, with adequate heat and air conditioning as to keep them comfortable at all times. Under no conditions shall the Mini Goldendoodle be kept outside the home in a yard, separate building or structure not considered a part of the home. Purchaser agrees to provide an excellent nutrition program, timely veterinary care, love and affection for said dog. Mini Goldendoodles are dogs that require grooming and the Purchaser agrees that grooming will be done on a timely basis. It is also recommended that the goldendoodle be taken to puppy socialization and training classes.

Purchaser also agrees that if at any time they no longer can keep said goldendoodle, said dog **MUST** be returned to the Seller. **NO OTHER WARRANTIES HAVE BEEN EXPRESSED OR IMPLIED.** Any disagreements that cannot be worked out between Seller and/or Purchaser, both parties agree to go through a mediator and not the court system.

Sire: _____ Litter Date of Birth: _____

Dam: _____

DISCLOSURE STATEMENT: Purchaser(s) Initials: ____/____

We the undersigned have read, understood, and agree with the terms and conditions of this Agreement, signed in duplicate. Each party receives a copy of this agreement.

Proof of Spay/Neuter: Due Date: __/__/_____

PURCHASER

Goldendoodle Kennels

Date: _____

Date: _____

Signature

Signature

Address

City, State Zip

Phone

GoldenDoodle Kennels

P.O. Box 625,

Foresthill, CA 95

E-Mail: Info@goldendoodlekennels.com