

Goldendoodle Kennels Puppy Sales 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 _____ US dollars (_____), of which _____ US 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 or if the Purchaser requests a refund in writing prior to the puppy reaching four (4) weeks of age. The Seller transfers in fee simple all rights, privileges and responsibilities associated with the ownership of said Goldendoodle to Purchaser as of the date specified below.

Seller will not be held responsible for illness and/or injury to the dog once possession is taken by the Purchaser except as described below.

Purchaser has the right to return the dog at their expense to the Seller during the first forty-eight (48) hours from the date of this agreement 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 Ninety-six (96) hours of taking possession. If the veterinarian finds a serious health problem, Purchaser will return said dog at their expense to Seller within two (2) days with the veterinarian's written statement of cause.

Seller warrants that the puppy is in good health and has no known disease or illness and no known congenital or hereditary condition that adversely affects the health of the dog at the time of the sale or that is likely to adversely affect the health of the dog in the future.

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:

- (A) replace said dog with one of Purchaser's choice of equal quality as soon as one becomes available and provide reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, or
- (B) refund the original purchase price and provide reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed the original purchase price of the dog, or
- (C) purchaser may retain the dog, and receive reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not to exceed 150 percent of the original purchase price of the dog, or

(D) If the dog has died, regardless of the date of death of the dog, obtain a refund for the purchase price of the dog, or a replacement dog of equivalent value of the purchaser's choice, and reimbursement for reasonable veterinary fees for diagnosis and treatment of the dog in an amount not to exceed the purchase price of the dog, if any of the following conditions exist:

(1) A veterinarian, licensed in this State, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a breeder.

(2) A veterinarian, licensed in this state, states in writing that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a breeder.

Seller retains the option to have the condition verified by Seller's veterinarian as well.

Said dog will have had shots appropriate for its age. Deworming is done as necessary and at the discretion of the Seller. 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.

Purchaser agrees to call Seller and discuss any non-emergency health problems of said Goldendoodle whether the problems are real or assumed and obtain a second opinion if requested and paid for by the Seller prior to any non-emergency veterinarian service is rendered. Seller is bound only to the original Purchaser.

It is understood by all parties that said Goldendoodle is considered a "hybrid-mixed breed" and not registered with the American Kennel Club (AKC) and is being sold as a "**pet only**" and not for breeding. 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).

The following is agreed to and understood by all parties regarding the sale of said Goldendoodle:

(1) Purchaser agrees that if at any time they no longer can keep said Goldendoodle, said dog MUST be returned to the Seller or otherwise placed into an appropriate and good quality pet home; (2) not to criticize, defame or disparage Seller's kennel, its owners and associates, or its practices and to bring any and all concerns directly to the Seller without discussions with anyone else except professional resources such as a licensed veterinarian; and (3) to keep the terms of this contract confidential. In the event that the terms of this contract are breached, the Seller is entitled to \$5,000 in damages per offense and the immediate return of said dog to the Seller at Purchaser's expense, plus any legal fees and costs associated with the enforcement of this Agreement. Seller is bound only to the original Purchaser.

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.

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 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. 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.

NO OTHER WARRANTIES HAVE BEEN EXPRESSED OR IMPLIED. Should any disagreements arise that cannot be worked out between Seller and Purchaser, both parties agree to utilize a Mediator agreed on by both parties and not the court system.

Sire: _____

Dam: _____

Litter Date of Birth: _____

Gender of puppy: _____

Color:

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

We the undersigned have read, understand, and agree with the terms and conditions of this Agreement in its entirety without exception. Each party received a copy of this agreement.

PURCHASER

SELLER

Date

Date

Signature

Signature

Address

City, State, Zip

Phone

Email

*Seller: Goldendoodle Kennels
13446 Poway Road, #234, Poway CA 92064
Tel: 855-453-6363 E-Mail: Info@goldendoodlekennels.com*

STATEMENT OF CALIFORNIA LAW GOVERNING THE SALE OF DOGS

The sale of dogs is subject to consumer protection regulation. In the event that a California licensed veterinarian states in writing that your dog is unfit for purchase because it became ill due to an illness or disease that existed within 15 days following delivery to you, or within one year in the case of congenital or hereditary condition, you may choose one of the following:

(1) Return your dog and receive a refund of the purchase price, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog.

(2) Return your dog and receive a dog of your choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog.

(3) Keep the dog and receive reimbursement for reasonable veterinarian fees up to 150 percent of the original purchase price of the original purchase price of the dog.

In the event your dog dies, you may receive a refund for the purchase price of the dog, or a replacement dog of your choice, of equivalent value, and reimbursement for reasonable veterinary fees for the diagnosis and treatment of the dog, if a veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a dog breeder, or states that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a dog breeder. These fees may not exceed the purchase price of the dog.

In order to exercise these rights, you must notify the dog breeder as quickly as possible, but no later than five days after learning from your veterinarian that a problem exists. You must tell the dog breeder about the problem and give the dog breeder the name and telephone number of the veterinarian providing the diagnosis.

If you are making a claim, you must also present to the dog breeder a written veterinary statement, in a form prescribed by law that the animal is unfit for purchase and an itemized statement of all veterinary fees related to the claim. This information must be presented to the dog breeder no later than five days after you have received the written statement from the veterinarian.

In the event that the dog breeder wishes to contest the statement or the veterinarian's bill, the dog breeder may request that you produce the dog for examination by a licensed veterinarian of the dog breeder's choice. The dog breeder shall pay the cost of this examination.

In the event of death, the deceased dog need not be returned to the dog breeder if you submit a statement issued by a licensed veterinarian stating the cause of death.

If the parties cannot resolve the claim within 10 business days following receipt of the veterinarian statement or the examination by the dog breeder's veterinarian, whichever event occurs later, you may file an action in a court of competent jurisdiction to resolve the dispute. If a party acts in bad faith, the other party may collect reasonable attorney's fees. If the dog breeder does not contest the matter, the dog breeder must make the refund or reimbursement no later than 10 business days after receiving the veterinary certification.

This statement is a summary of key provisions of the consumer remedies available. California law also provides safeguards to protect dog breeders from abuse. If you have questions, obtain a copy of the complete relevant statutes.

This notice shall be contained in a separate document. The written notice shall be in 10-point type. The notice shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The dog breeder shall permit persons to review the written notice upon request.

NOTE: This disclosure of rights is a summary of California law. The actual statutes are contained in Article 1 (commencing with Section 122045) of Chapter 5 of Part 6 of Division 105 of the Health and Safety Code."

I/we have received a copy of the Statement above:

Purchaser

Date