

# DAINTYDOODLES

## PURCHASE AGREEMENT / HEALTH WARRANTY

Puppy Name: \_\_\_\_\_

Date of Birth:

Breed:

Gender: M/F

Dam/Sire:

Puppy description:

Puppies are sold as pets only (no breeding rights). Breeder has the first right of refusal, for any reason, at any given time, towards any adoption. The puppy will not be spayed/neutered before leaving Breeder's home; he/she must be spayed/neutered by the end of the 12th month of age (best between 7-10 months old) and proof of this must be sent to Breeder by the 12th month of age. If the Breeder does not receive proof of spay/neuter by 12th month of age, then this entire health warranty will be void and it will be assumed the dog is being used for breeding. The Buyer shall pay the Breeder the sum of \$10,000 for a penalty charge. If, for any reason, a dispute arises concerning any of these provisions, the Buyer and Breeder agree that any claim or dispute between parties shall be resolved by arbitration administered by FORUM under the Code of Procedure for Resolving Business-to-Buyer Disputes, in effect when the claim is filed. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction. The arbitration shall take place in Placer County, Ca. Any arbitration will be heard and decided by a single arbitrator that is agreed upon by both parties within 30 days of filing a claim or dispute. Each party will pay its own Attorney's fees and an equal share of the costs of arbitrator.

**Buyer to sign Spay/Neuter contract agreement:** \_\_\_\_\_

**By signing above, I agree to have the above-described purchased puppy spayed/neutered no later than 12 months of age.**

The puppy is guaranteed to be in good health and current on vaccinations/worming for age. If Buyer's Veterinarian should find this puppy to have a life-threatening illness or disease (excluding parasites, coccidia or an easily treated illness, many of which can be brought on by the stress of being re-homed) or is found to have a life altering genetic defect within 3 business days of the puppy leaving Breeder's home, the Buyer will have 7 days to return the puppy to the Breeder; along with Vet record of illness and any/all registration papers, etc. that were given with the puppy. The Breeder will replace the puppy of equal value, when available. The Breeder will always have the option of having the diagnosis confirmed by a veterinarian of their choice before a new puppy is given. Please take caution as to where you take your new puppy until the entire series of puppy shots has been given (usually between 16-17 weeks of age). Avoid pet stores, dog parks, rest areas, etc. It is tempting to show off your new puppy, but it is best for your puppy's health to avoid these places until he/she is completely immunized!

This puppy is guaranteed to the original purchaser (Buyer) against debilitating or life-threatening hereditary/congenital diseases including hip dysplasia (moderate to severe), vWD (affected), hereditary, debilitating cardiac issues and/or hereditary disabling eye diseases until he/she reaches 1 year of age. Please note that this does not guarantee for proper bite, and/or against umbilical hernias, as these do not affect the "pet quality," are not life threatening and occur naturally. Please know that the Breeder will NEVER ask you to return your beloved pet in order for this warranty to be fulfilled. However, this does require that the dog be spayed/neutered prior to receiving a replacement puppy. Documentation must be provided by a licensed veterinarian (by OFA or PennHIP for hip/elbow issues, a certified veterinary cardiologist for cardiac issues or a certified canine ophthalmologist for eye issues). The Breeder may have the said puppy/dog examined by a licensed veterinarian of their choice to verify the diagnosis. This guarantee is void if the dog is found to be overweight and/or not fed a quality diet. The buyer also agrees to refrain from any strenuous, repetitive exercise (agility, long walks/hiking, etc.) until the dog is *at least* two (2) years of age, as this is hard on hips/joints and will void this health warranty. It is understood that the Breeder is not responsible for any vet bills or any shipping/transportation costs.

Not included in this warranty are health issues that may be caused by environmental factors such as allergies, autoimmune disorders, trauma, abuse, and failure to maintain the general health of the dog. Buyer agrees that the puppy/dog will be housed indoors, fed a quality diet, and kept current on vaccinations and heartworm preventative as recommended by his/her licensed veterinarian. Buyer agrees to take over the training, financial, and medical care to ensure the puppy lives out the remainder of his/her life in a loving safe home.

The Buyer agrees to allow the Breeder access to the puppy/dog, and to the premises where he/she is kept, to evaluate their condition at any time. If the Breeder suspects and determines, by any means, that the puppy/dog is not suitably cared for, or that it has been mentally or physically mistreated, the Breeder has the right to take full possession of the puppy/dog, with its duly signed transfer papers/contract, without any form of compensation. The Buyer agrees to thoroughly train, socialize, and keep the puppy/dog in a manner acceptable to the Breeder. The Breeder is in no way responsible for temperament or bad behavior after thus puppy/dog leaves Breeder's home or facility. If at any time, the seller finds that the puppy/dog is being kept, treated, or allowed to behave in a manner not acceptable to him/her, the Buyer agrees to surrender the puppy/dog to the Breeder with all documentation given and with ownership transfer adequately signed. Again, no compensation will be given, and legal action may be taken by the Breeder, if cruelty is confirmed.

The Breeder is available for the life of the dog and will help the Buyer, in any way possible. The Buyer agrees that the puppy/dog will never be taken to a dog shelter, pound or any like facility or used for research. The Breeder understands that circumstances may arise where an owner is unable to keep or care for the puppy/dog, the Buyer agrees to contact the Breeder immediately and the puppy/dog must be returned to the Breeder. The puppy/dog may never be transferred or sold by the Buyer. After a full evaluation of the puppy/dog, the Breeder will provide any training or medical attention deemed necessary. It is then the responsibility of the Breeder to find a suitable loving home for the said puppy/dog. The Buyer understands that no refund will be given for returned/surrendered/re-homed puppy/dog. Thus, the puppy/ dog's health warranty is then voided. Please understand that puppies are not sold on a trial basis. Please consider the care and commitment that it takes to have a puppy/dog. With lots of love, patience, commitment, and training, you will have a lifetime loyal loving companion!

**Puppy Purchase Price: \$**

- Less Deposit: \$	+ Shipping/Boarding \$	(if applicable)
= Balance Due: \$	+ Ca Tax: \$	
= <b>Total Balance Paid:</b> \$		

**I have read and understand all the terms and conditions of this agreement and understand that by signing this agreement below it becomes a legally binding contract.**

**Signature of Buyer(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buyer's name (Print):** \_\_\_\_\_

**Buyer's address:** \_\_\_\_\_

**Buyer's phone #:** \_\_\_\_\_

**Buyer's email address:** \_\_\_\_\_

**Signature of Breeder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**BREEDER: DAINTYDOODLES**

**WWW.DAINTYDOODLES@YAHOO.COM**

**WWW.DAINTYDOODLEDOGS.COM**