

# PURCHASE AGREEMENT

This Agreement between Adorable Labradoodle, hereinafter referred to as "Breeder" and \_\_\_\_\_\_, hereinafter referred to as "Buyer" for the Purchase of one multi-generation puppy/dog (hereinafter referred to as "Dog") of the Labradoodle breed.

Dog Name	Microchip #
Date Born://	Gender: <u>Male/Female</u>
Color:	Collar Color:
Sire:	Dam:

Shall become the property of the Buyer upon fulfillment of the following conditions:

## A. PURCHASE PRICE

The purchase price of Dog is \$ 3,500, This price includes applicable California tax. A non-refundable deposit of \$500 has been made on (date) \_\_/\_/ Cash/ Zelle/ Venmo, and Dog will be picked-up 8 weeks from birth. Upon reaching that point, the remaining balance of \$3000 for the purchase price must be settled completely either as a lump sum or through installment payments. Failure to do so will result in forfeiture of the deposit, and alternative arrangements will be made for the placement of the Dog.

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### B. TRANSPORTATION COSTS

All transportation costs will be paid by Buyer. Transportation costs (shipping container, airport delivery charge, and any expenses involved in shipping of Dog) must be prepaid before shipment.

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## C. USE OF DOG

The understanding between the Breeder and Buyer is that the Dog is being acquired as a family companion or a working dog, suitable for tasks aligned with its breed characteristics, like therapy or obedience work. The Dog is intended strictly for pet use. In the event of breeding usage, the Breeder is entitled to an additional \$15,000, and the Breeder retains the right to reclaim the dog.

Breeding the Dog without prior written consent from the Breeder through a separate contract is strictly prohibited.

The Dog must be spayed or neutered by 6-8 months of age. Proof of the procedure must be provided to the Seller within 14 days after completion, and to be send to <u>adorablelabradoodle@gmail.com</u>

The Buyer commits to refraining from reselling the Dog or engaging in any illegal or unsuitable activities, including training the Dog for purposes inconsistent with its temperament or conformation. Specifically, the Dog shall not be utilized as a guard or attack dog, nor for hunting or fighting other animals.

The Buyer agrees to not sell, transfer ownership or possession of Dog nor any of his/her progeny to any person or organization for resale (e.g., pet store), trade, or give away Dog, or to use it in any experiment, laboratory or otherwise, or as breeding stock for a 'puppy mill.'

The dog shall reside with the buyer.

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## D. HEALTH AND HEALTH GUARANTEE

The Breeder confirms that the Dog is in good health and is free from PRA, EIC, DM, and VWD at the time of acquisition. Additionally, the Breeder offers a two-year genetic health guarantee, covering any life-threatening genetic diseases. In the event that any of the previously mentioned conditions occurs within the two-year period, the Breeder will replace the Dog with another of equal value from a different litter, with no additional cost to the Buyer except for shipping charges. Alternatively, the Buyer may receive a 50% refund of the purchase price.

For the Buyer to assert a claim under the Breeder certification, they must furnish the Breeder with written evidence of the condition from a presently licensed Doctor of Veterinary Medicine (DVM). The Breeder reserves the right to seek a second expert opinion on the Dog's condition, with the Breeder expenses.

Any veterinary or other costs incurred by Buyer shall be at Buyer's expense unless prior Breeder consent has been given in writing. Buyer should contact Breeder immediately with any health concerns.

Failure by Buyer to comply with the terms and conditions of this Agreement or Spay/Neuter Agreement will render any health guarantee null and void.

Use of the following flea and tick preventatives, Comfortis, Trifexis, Simparica, Simparica Trio, Bravecto, Seresto Nexgard or injections will void all warranties. Topical treatment or flea & tick collars are recommended. Oral flea treatment pills are known to sometimes cause vomiting, seizures, and other serious ailments.

We believe that the **PawTree Dog Food** and <u>NuVet vitamins</u> provide the optimum nutritional benefits to best ensure good health and longevity for our puppies and dogs. We so strongly believe that optimum nutrition plays an integral role in the short and long-term health of our dogs and puppies, that we are offering an optional 1 (one) year extension to our health guarantee if the following provisions are adhered to:

1. The puppy identified below must be fed **PawTree Dog Food** and <u>NuVet vitamins</u> for the first 36 months of life.

2. The owner of this puppy, must order both products online.

3. At any time within your puppy's first 36 months, should your puppy be removed from the **PawTree Dog Food** and <u>NuVet</u>, the additional 1 (one) year extension of the health guarantee becomes void without exceptions.

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## E. OWNERSHIP RESPONSIBILITIES

Buyer agrees to:

-maintain dog within a humane environment and will professionally train and care for Dog, providing Dog with adequate fresh water, food, affection, medical care upon sickness, disease, or injury, and other necessities during Dog's entire lifespan. Maintenance should encompass routine vaccinations as advised by a board-certified veterinarian.

-act in good faith and not allow Dog to roam unsupervised and will assure that Dog be socialized and appropriately obedience-trained

-have Dog properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases, as recommended by a qualified veterinarian.

-Buyer should have a fully fenced yard (no invisible fence) or other humane means of exercise. The dog should not be kept chained or constantly outdoors.

-Buyer agrees to spay or neuter the dog no earlier than 6 months and no later than 2 years.

-Buyer agrees the dog is purchased as a pet and will not breed dog intentionally or by accident. If either happens, buyer will pay going rate for breeding dog. Current rate is \$15,000.

-the Buyer agrees that it is the Buyer's responsibility to accept the dog as described.

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#### RIGHT OF RECOVERY/REPLACEMENT/Return Policy

If, for any reason, Buyer cannot, nor does not opt to, maintain custody of Dog (at any time during Dog's lifetime) Buyer agrees to immediately contact Breeder.

It is further agreed that:

- Dog is not to be sold by Buyer nor placed into a shelter or anywhere else, other than as a pet living with Buyer, without written consent from Breeder.

- Breeder will assist in any subsequent placements of Dog and/or will accept return of Dog, each option at no cost to Breeder.

- If Buyer is convicted of, or consents to, charges of animal neglect/cruelty/abuse during Dog's lifespan, Dog shall be immediately returned to Breeder and at no cost to Breeder.

-In the event Dog is returned, the Buyer agrees to sign the necessary papers to return the Breeder as the sole owner of Dog.

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#### G. TERMINATION BY DEATH

In the event Dog dies from natural, accidental or other causes other than those caused by Buyer's gross negligence or abuse, this Agreement shall terminate upon that date and neither party shall have any further obligation to the other.

In the event Buyer predeceases Dog, ownership of Dog transfers to Breeder.

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#### H. INDEMNITY

Buyer agrees to indemnify and hold Breeder harmless from and against all claims, liabilities, losses, costs, damages and expenses (including costs and attorney's fees) incurred as a result of damage to property or injury or death to persons allegedly caused by Dog while in possession of Buyer or heirs of Buyer.

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#### I. GOVERNING LAW AND ENTIRETY OF AGREEMENT

This Agreement between Breeder and Buyer (Parties) is non-transferable to a second party and contains the complete and total understanding of the Parties with respect to this Purchase and there are no other terms or agreements not included herein, except for a separately executed Attachment to Purchase Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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## J. LITTER DISCLOSURE

Please be aware that we are at the mercy of Mother Nature as to timing and as to whether a pairing results in a pregnancy. We also cannot guarantee sex or color in a specific litter. Therefore, placing a deposit on a litter, you understand the variables of breeding. You can decide to move your deposit to another litter if your puppy preferences are not met or there is a small litter. We reserve the right to switch the stud in any pairing to produce a comparable litter to the litter detailed above. We also reserve the right to take as first and second pick of any puppies that are of exceptional breeding quality to advance the betterment of the Australian Labradoodle breeding program.

	Initial:
Phone: ( ) E-mail:	
First and last name:	_
BUYER (Signature)	Date: / /

Adorable Labradoodle of V&T Multigroup LLC 3836 Blackfoot Way, Antelope, CA 95843 (916)-799-7801