



## COMPANION PET CONTRACT & HEALTH WARRANTY

This agreement is between Poppy Hills Labradoodles, LLC (seller) and \_\_\_\_\_ (buyer).

Seller agrees to provide to Buyer the puppy identified below:

Puppy Identifier/Microchip #: \_\_\_\_\_

Date of Whelp: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_

Sire Name: \_\_\_\_\_

Dam Name: \_\_\_\_\_

WALA Litter Registration: \_\_\_\_\_

Buyer agrees to pay Seller the total sum of: **\$2,950.**

This contract is subject to the terms below.

**GENERAL TERMS—COMPANION PET:** Puppy is sold pursuant to the terms of this agreement is understood to be a companion pet only and not used nor sold as a breeding prospect. Buyer agrees to never breed the dog. Dog is to be de-sexed by Buyer by 8 months of age and copy of spay/neuter invoice provided to Seller within one month of spay/neuter. If copy of spay/ is not provided, Buyer agrees to pay an additional fee of \$10,000 to Seller as compensation for Breeder puppy. If Buyer has not sent notification of spaying/neutering by 8 months of age, Seller will make every attempt to remind Buyer via email, telephone, or text message.

Buyer Initials: \_\_\_\_\_

### CONDITIONS OF SALE

Seller guarantees that at the time of delivery, the dog is in good health and has received proper health care including, but not limited to: worming treatments, first vaccination, and a thorough health exam. All medical records for dog have been provided to Buyer along with recommendations Seller feels are important for the future health of dog. Seller assumes no liability for injury of dog during or after transport to Seller.

The following conditions apply to the sale of the aforementioned dog:

- A. Buyer has FIVE (5) days from the time of receipt of dog to request returning dog for a full refund. Any request to return the dog to the Seller for a full refund must be made within this time period and may only be requested should the dog be examined by a veterinarian and found to have a health issue of such serious nature that the quality of life of the dog will be shortened or seriously altered. Minor health ailments including, but not limited to, fleas, worms, or stress induced diarrhea due to the puppy's transition from the Seller's home are not reason for dog to be returned to Seller. Proof of examination and diagnosis of serious health issue must be provided to Seller, should Buyer wish to request returning dog for a refund. Proof of a pre-existing ailment or condition that requires minor treatment and will not alter or shorten the dog's life will be reason for Seller to reimburse Buyer for the expenses associated with medications treating that ailment or condition. Any shipping fees are the Buyer's responsibility.
  
- B. A warranty against all serious life altering genetic disease is provided for dog until two years of age. Should a genetic disease be discovered during this time that will greatly shorten the life of, or greatly alter the quality of life of dog, Seller will reimburse Buyer the veterinary costs up to the \$1500, if dog is kept by Buyer, OR provide an additional puppy to Buyer from an agreed upon litter with availability. Buyer must provide copies of veterinary examinations and reviews to Seller documenting the genetic health issue before treatment is started. Seller has the right to seek a second opinion, at Seller's expense, before treatment is started. Reimbursement of veterinary fees is provided to Buyer upon receipt of copies of the medical reports. Reports must state the treatments provided, and fees for the treatments. Seller will only reimburse for fees directly related to the genetic disease or condition.

Seller will not be held responsible for the development of faults, diseases or disorders which are the direct result of environmental factors or Buyer's negligence, including carelessness, neglect, abuse, accidents, theft, heat related conditions, or electrocution. This warranty does not include cosmetic issues such as under bites or over bites, or coat color changes such as dark chocolate changing to a lighter chocolate.

Seller has made reasonable judgment regarding the eventual size and adult coat of Puppy. However, as these are living beings, Seller does not guarantee the eventual size, nor color or texture of the adult coat.

A common condition of Labradoodles is base narrow canines (BNC). It usually resolves as puppy ages. BNC is NOT covered under this contract except when adult tooth is growing into the soft palate. If an adult tooth is growing into the soft palate, the cost of filing, up to \$250, will be refunded for each canine filed.

- C. Buyer has been provided with information regarding the potential risks of vaccinations. Health issues that are the result of vaccinations including: sarcomas, tumors, auto-immune disorders, thyroid disease, allergies & seizures, and occur following an administered vaccine will not be covered under the genetic portion of this warranty. Vaccine related allergy issues that result in itching issues can occur up to two months after administered vaccine. If itching issues develop within this time period after an administered vaccine, Seller will not be held liable and issue is not covered under the genetic portion of this contract. Buyer agrees to not allow vet to administer any vaccine if the dog's system is under duress from other physical health issues including but not limited to: parasites in the intestinal system injury or illness. Buyer also agrees to have both the rabies and Lepto vaccines administered separately from all other vaccines, including each other, and to allow at minimum two weeks between these and all other vaccines.
- D. Use of Comfortis, Trifexis, or other oral flea prevention products voids **all** warranties. Topical treatment only for fleas and ticks is recommended. Oral flea treatment pills are known to cause vomiting, seizures and other serious ailments. Use Frontline topical only if you see ticks or fleas on your pet-not as a preventative.
- E. Running with puppies before the age of 16 months or allowing them to go up and down steps before 7 months of age can cause joint issues. Being overweight is also a major cause of joint issues. Joint issues will not be covered if it is shown it was caused by these stresses.
- F. Dog's registered kennel name (Poppy Hills) may not be changed with any registration or association. Official change of name shall void all provisions of this agreement.
- G. Warranties apply only to original purchaser. Transfer of dog ownership shall void all provisions of this agreement.
- H. Buyer agrees to contact Seller should it ever become necessary to re-home dog. Seller will assist in re-homing dog from Buyer's location. Buyer agrees to never relinquish dog to an animal shelter, rescue organization, or puppy mill.
- I. Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential incidental or special damages resulting from or in manner related to the dog.
- J. Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the buyer.

- K. Buyer agrees that dogs deserve to live a life free of abuse and neglect, and agrees to never abuse or neglect Puppy or allow others to do so. Any validated evidence of abuse or neglect voids all terms of this agreement.
- L. Puppy will not be brought to an unprotected public place (i.e. pet store or dog park) in an unprotected manner until Puppy has completed Puppy's full cycle of puppy vaccinations, including parvovirus, due to risk of exposure to this disease.
- M. Buyer has paid Seller \_\_\_\_\_ before the transfer as per this contract and possession of the dog which includes appropriate Texas sales tax. This is the companion pet price for dog. Breeding dogs are sold under separate contracts, and only to select breeding programs.

### **HEALTH MAINTENANCE**

Buyer agrees to maintain this dog in good health and provide routine preventative health care. Veterinary records must be provided to breeder if requesting refund or replacement. If any of the above preventative care has not been provided, or if Buyer has not followed breeder's recommended vaccine protocol, health warranty will be void.

### **TEMPERAMENT & TRAINING**

Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc). Buyer is responsible for appropriate training of puppy to correctly teach acceptable behaviors, and is responsible for proper continued socialization of puppy. Buyer agrees to provide obedience training to puppy no later than 16 weeks of age, and continue with training as long as necessary to establish a solid foundation for a well socialized puppy. Training may be done independently or through professional trainers. Should Buyer not be successful at obedience training or training of negative behaviors independently, Buyer agrees to seek professional help from a certified trainer should it become necessary. Behaviors that develop due to lack of proper training and socialization are not the Seller's responsibility. Seller does not claim to be an animal behaviorist or professional trainer and recommends seeking professional help when training questions or needs arise.

Buyer will socialize Puppy, providing positive experiences with humans and other dogs, outside the home during the first two months that Puppy is home in such a way that does not expose Puppy to disease. The Australian Labradoodle requires socialization outside the home during this time and is key to his or her mental stability.

### **FULL AND FINAL AGREEMENT**

The parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the dog described above. Any disputes, mediation or legal proceedings will take place in the state of TX, Travis County.

Should any part of this Agreement be rendered or declared invalid or void by a court of competent jurisdiction, such invalidation will not invalidate the remaining portions of this agreement, and they shall remain in full force and effect.

I have read and agree to the terms and conditions above. Both parties agree that this agreement represents the entire agreement between them, and that no other representations, either oral or written, have been made regarding the puppy described above. The parties each agree that no contract shall be binding upon either of them without written modifications signed by both parties.

Buyer Name \_\_\_\_\_

Buyer Address \_\_\_\_\_

\_\_\_\_\_

Phone Home: \_\_\_\_\_ Home/Other: \_\_\_\_\_

Email \_\_\_\_\_

Buyer 1 Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer 1 Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller: Poppy Hills Labradoodles, LLC  
poppyhillslabradoodles@gmail.com  
559-577-5184  
[www.poppyhillslabradoodles.com](http://www.poppyhillslabradoodles.com)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_