

# Spring Creek Labradoodles, Inc.

## CONTRACT & HEALTH WARRANTY – PET DOG

### THIS AGREEMENT IS BETWEEN THE FOLLOWING PARTIES:

Seller: Rochelle Woods                      **and**                      Buyer Name: \_\_\_\_\_  
          PO Box 565                                      & Address                      \_\_\_\_\_  
          Pleasant Hill, OR 97455                      \_\_\_\_\_  
          541-968-1068                                      \_\_\_\_\_

### DESCRIPTION OF DOG/PUPPY

The Dog sold pursuant to the terms of this agreement is an Australian Labradoodle understood to be companion pet only and not sold as a breeding prospect. Dog has been registered with the ALAA (Australian Labradoodle Association of America) and the following information identifies this dog:

Date of Birth: \_\_\_\_\_  
Microchip : \_\_\_\_\_  
Sire Name: \_\_\_\_\_  
Dam Name: \_\_\_\_\_

### DEFINITION OF TERMS

**Genetic Disorder:** A condition diagnosed by a licensed veterinarian specializing in the condition with supporting evidence that the condition is, to the best of the veterinarian's knowledge and experience, genetic (inherited) in nature and not a result of environmental factors such as, but not limited to, Dog's weight, diet, injury, attending illness, etc.

**Serious life-altering condition:** An illness or physical condition that renders the Dog's quality of life to severe pain and suffering or disfigurement.

**Minor treatment:** Treatment of a health issue that requires medication only and does NOT include surgical treatment of any kind.

**Without Recourse:** Parties have no option or alternative remedy.

### SHORT TERM HEALTH WARRANTY

Seller warrants that the Dog is in good health at the time of delivery to Buyer, to the best of Seller's knowledge and belief. Seller assumes no liability for injury of Dog during or after transport to Seller.

- 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 Dog's transition from the Seller's home are not reason for Dog to be returned to Seller. 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. The parties agree that vet fees for exam and diagnosis are not refundable.
  - Any issue requiring surgical treatment will require two independent veterinary reports stating the nature of the issue and recommended surgical treatment. Reports must be provided to Seller before any agreement to refund money is provided. Proof of examination and diagnosis of serious health issue must be provided to Seller and Seller's vet should Buyer wish to request returning dog for a full refund. Shipping fees for returning a dog are the Buyer's responsibility.
  - In order for reimbursement of fees, Buyer must have Seller's pre-approval for reimbursement of treatment fees PRIOR to Dog's treatment.

## **GENETIC HEALTH WARRANTY**

Seller warrants that, to the best of Seller's knowledge and belief, the Dog is in good genetic health. This genetic health warranty extends for three years from the date of birth of Dog.

- In the event that Dog is diagnosed, within the warranty period, with early onset of a genetic disorder that is a serious life-altering condition, Seller will reimburse Buyer the veterinary costs for treatment of that condition up to ½ the purchase price of the Dog, if Dog is kept by Buyer, **OR** provide an additional Dog to Buyer for \$1,400.00 from an agreed upon litter with availability. Two independent veterinary examinations and reviews must be provided to Seller confirming the genetic disorder. 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 treating the genetic disorder or condition and will not reimburse for costs associated with diagnostics or testing. Seller will not be held responsible for the development of faults, diseases or disorders which are the direct result of environmental factors, vaccinations, or Buyer's negligence.

## **COAT TYPE WARRANTY**

Seller has made a reasonable judgment regarding the eventual adult coat of the puppy. However, as unexpected situations can and do occur, this judgment does not guarantee the eventual adult coat nor is there a guarantee of the eventual allergy-friendliness, degree of shedding or color of the coat at maturity.

## **SPAY/ NEUTER**

This Dog is sold as a companion pet only, NOT for breeding purposes. Buyer agrees to have Dog spayed or neutered no later than the Dog's 9 month birthdate, at Buyer's expense. Buyer must provide Seller proof of spay/neuter on Veterinary Hospital letterhead showing the Dog's name, DOB, and microchip number. Proof of spay/neuter will be provided to Seller no later than Dog's 10 month birthdate. If proof is not received by the required date, Seller's genetic health warranty portion of the contract will be null and void. Failure to spay/neuter will result in Seller reclaiming the Dog without compensation to the Buyer and/or a \$7,500.00 breeding fee will be owed to Seller. If necessary, legal action will be taken to collect damages and breeding fee and Buyer will be responsible for all legal fees for both Seller and Buyer. Registration papers and pedigree information for Dog will be sent to Buyer after proof of spay/neuter has been provided to Seller.

## **VACCINATIONS**

Buyer has been provided with information regarding the potential risks of vaccinations and provided recommended vaccination protocol by Dr. Dodd's.

- Health issues that are the result of vaccinations including, but not limited to: sarcomas, tumors, auto-immune disorders, thyroid disease, allergies & seizures, will not be covered under the genetic portion of this warranty.
- Buyer agrees to not allow anything greater than a 3-way vaccination to be administered to Dog.
- Buyer agrees to not allow Lepto vaccination to be administered to Dog.
- 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 not have the rabies vaccine administered at the same time as any other vaccine, but to allow at minimum one week from the last vaccine date before having rabies vaccine administered to Dog.
- Buyer is being encouraged to titer test annually instead of automatically having yearly vaccinations administered.

## **LIMITATION**

The parties agree that any claim by Buyer for reimbursement from Seller, for any reason, shall be cumulative and that once half the price of the Dog has been reimbursed, Seller has no further liability to Buyer. The parties agree that this warranty is the full and maximum financial liability Seller may owe Buyer, or for the health of the dog.

## **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. .

## **TEMPERAMENT & TRAINING**

Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc). Buyer is responsible for appropriate training of Dog to correctly teach acceptable behaviors, and is responsible for proper socialization of Dog.

- Buyer agrees to provide obedience training to Dog 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 or with the help of a certified dog trainer, Buyer agrees to seek further professional help from a certified animal behaviorist 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.

If Dog exhibits inappropriate aggressive behavior that is not correctable by professional intervention by the age of 12 months, Seller agrees to assist in re-homing the first dog from the Buyer's location.

- Any fee recouped for re-home of the first Dog will be provided to Buyer.
- Seller will provide Buyer with another puppy for 1/2 the purchase price.
- All shipping fees for replacement puppy are assumed by the Buyer.
- Professional documentation must be received from two certified behaviorists stating the nature of the Dog's behavior and the attempted behavior modification utilized before replacement will be provided. If trainers indicate that issues are the result of improper training/raising of Dog or the direct result of Dog's environment, Seller is not responsible for replacing with another puppy.

**SPECIAL CONDITIONS**

The parties agree that this contract was made in the State of Oregon and agree that it shall be governed by and construed in accordance with the laws of the state of Oregon and the parties agree to submit to the jurisdiction of the courts of the State of Oregon for any dispute arising from this contract or transaction. Each party will bear its own costs of litigation, except for breach of contract arising from designated provisions of this contract.

- The parties agree to attempt to resolve conflicting issues through impartial mediation prior to submitting the matter for litigation. The cost of mediation shall be shared equally between the parties and the selection of a mediator shall be by mutual consent.

Each party agrees to indemnify and to hold the other party harmless from any liability, suit or action of any kind arising out of a breach of this contract, unless specifically noted here.

Dog's registered name may not be changed with any registration or association. Official change of name shall void all provisions of this agreement.

Warranties shall apply only to original purchaser. Transfer of dog ownership shall void all such provisions of this agreement.

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.

Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the buyer.

No changes will be binding on either party to this contract except as agreed upon by both parties in writing.

Buyer has paid Seller the sum of \$2,750.00 before the transfer of possession, which is the companion pet price for dog.

**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.

**BUYERS'** signatures and date:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**SELLER'S** signature and date:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Rochelle Woods  
 Spring Creek Labradoodles, INC