

Health Warranty and Purchase Agreement

This contract is between Mill Creek Labradoodles LLC (Seller) and _____ (Buyer)

Entered on this date: _____

Puppy Identifier/microchip number: _____

Date of Whelp: _____ Gender: _____ Color: _____

Sire: _____

Dam: _____

Breed: _____

A \$500 non-refundable deposit is required and is applied to the total price. By 4 weeks of age, half of the purchase price is to be paid, the balance is due at the time of selection or pick up (unless other arrangements are made).

_____initial **THIS DOG IS SOLD AS A PET ONLY AND CANNOT BE BRED UNDER THIS CONTRACT**

_____initial **PROOF OF SPAY OR NEUTER BY THE BUYER IS REQUIRED**

Seller's Responsibility:

1. The Seller guarantees the puppy is in good health, is up to date on immunizations appropriate for the puppy's age and has had appropriate deworming at the time the Buyer takes possession. The Buyer has three (3) business days to take the puppy to a veterinarian for an examination. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at Buyer's expense for a full refund, or keeping the puppy. The Seller will reimburse for all veterinary costs, up to the purchase price, related to treatment of said preexisting condition. If the puppy is not taken to a licensed veterinarian within the three business days, the Healthy Warranty is void.
2. The Seller provides this warranty for two years after the date of sale against any debilitating congenital defects. In the event the puppy exhibits symptoms of a suspected debilitating congenital defect, the Buyer must supply any requested veterinary records to the Seller.

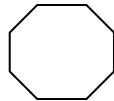
3. This warranty does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, worms, Giardia or Coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.
4. If it is determined the puppy does have a genetic disorder that is identified within two years of purchase, the Buyer has the option of (1) either a replacement puppy from the next available litter of equal value or (2) reimbursement (up to the purchase price of the original puppy) of veterinary expenses related to that illness. Your puppy need not be returned to us. Shipping fees will not be refunded, and if it becomes necessary to ship a replacement puppy, those fees are to be paid by the Buyer.
5. If the puppy should die from a suspected congenital defect within the 24 months of its date of purchase, an autopsy must be performed at the purchaser's expense by a veterinary teaching hospital or state licenses DVM acceptable to the Seller's own veterinarian. If the autopsy shows a congenital defect as the reason of the death, the Seller will provide another puppy of equal value to the purchaser. A written statement from the veterinarian must be provided. This warranty is void in the event of an indeterminable or inconclusive diagnosis.
6. The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy. However, as these are living beings, 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.
7. Seller agrees to provide a number of the microchip that has been implanted in the puppy.
8. No warranties or guarantees, expressed or implied, are made under its contract except as stated.
9. This warranty is non-transferable.

Buyer's Responsibility:

1. The Buyer agrees to pay the Seller a total sum of \$ 3,000.00 (three thousand) . This fee does not include shipping, if shipping is required.
2. The Buyer agrees that their Labradoodle will be housed indoors.
3. The Buyer agrees to feed their Labradoodle only a premium quality food.
4. The Buyer agrees to maintain their Labradoodle at a healthy weight.
5. The Buyer agrees to make and keep annual veterinary appointments for their Labradoodle and keep all immunizations current according to the guidelines of the AVMA and properly administer heartworm preventative.
6. The Buyer agrees to provide basic obedience training with their Labradoodle puppy within the first year of owning their dog.

7. The Buyer should use reasonable judgment with their new puppy. Puppies should not be brought to a public place (i.e. pet store or park) until they have completed their full cycle of vaccinations due to risk of contagious illness. This warranty is void if this condition is not met.
8. The Buyer agrees to postpone strenuous, repetitive exercise until after their Labradoodle is over one year of age.
9. THE BUYER AGREES TO SPAY OR NEUTER THEIR PUPPY WITHIN TWELVE MONTHS OF RECEIVING HIM and provide documentation of proof of spay/neuter to seller in a timely manner. If this is not adhered to, Buyer will pay Breeder damages of \$ 15,000. If necessary, legal action will be taken to collect damages and Buyer will be responsible for all legal fees.

Initial below



10. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their Labradoodle for any reason. The Buyer and Seller will determine how the dog will be re-homed.
11. The Buyer agrees to never place their Labradoodle in a shelter, pound or similar facilities or research laboratory.

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

The parties agree that all actions or proceedings that may arise in connection with this Agreement shall be handled exclusively in Jackson county in the State of Georgia.

The failure of Breeder to require performance of any provision shall not affect the right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of a later breach nor shall it be considered a waiver of the provision itself.

I have read and agree to the terms and conditions above. Both parties agree that this writing 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 agree that no changes in the contract shall be binding upon either of them without written modifications signed by both parties.

Buyer Information:

Buyer Name: _____

Buyer Phone: (home) _____ (cell) _____

Buyer's Home Address: _____

Buyer E-mail Address: _____

Signature: _____ Date: _____

Seller Information:

Mill Creek Labradoodles, LLC

Sandra Regan

Phone cell: 762-3DO-ODLE (762-336-6353)

millcreeklabradoodles@yahoo.com

Signature: _____ Date: _____