DESCRIPTION OF PET DOG/PUFFY

The dog sold pursuant to the terms of this agreement is an Australian Labradoodle or Australian Bernedoodle (the “Dog”) understood to be companion pet only and may not be bred at any time, for any reason. The following information identifies this Dog:

Date of Birth: 
Sire Name: 
Dam Name: 

Puppy Purchase Price:

Puppy Go-Home Date:

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 disfiguration.

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

HEALTH MAINTENANCE

Buyer agrees to maintain Dog in good health and provide routine preventative care. Routine preventative care includes, but is not limited to, safe parasitic control and appropriate vaccinations. Please note: using COMFORTIS, TRIFECTIS, NEXGUARD, BRAVECTO, OR OTHER FLEA & TICK products in the same drug classes will void this warranty. If any preventative care has not been provided, health warranty will be void.

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 will take Dog to a licensed veterinarian for an initial examination within 72 hours of receipt of Dog.

- Buyer has FIVE (5) days from the time of receipt of Dog to request returning Dog for a full refund due to a previous undiagnosed health issue. 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.
- Seller will reimburse Buyer for the medications or other treatment required to treat a pre-existing ailment or condition that requires Minor Treatment if Seller provides a letter from a licensed veterinarian establishing the Dog has the pre-existing condition or ailment. Fees for exam and diagnosis are not refundable.
- Any health issue discovered within 5 days of receipt of Dog requiring surgical treatment will require two independent veterinary reports stating the nature of the issue and recommended treatment. Reports must be provided to Seller before any agreement to refund money is provided. Refund up to ½ the pet fee paid will be
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 Dog from the Buyer’s location. Any fee recouped for re-home of the first
Dog will be provided to Buyer but no refund shall be given. 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.

Buyer agrees to allow Seller reasonable access to the Dog and to the premises where Dog is kept to evaluate the Dog and/or the conditions of the premises.

**SPAY/ NEUTER**
This Dog is sold as a companion pet only. Dog may not be bred at any time. Buyer agrees to have Dog sterilized no later than the Dog's 8-month birthdate (the “Sterilization Deadline”), at Buyer's expense. Sterilization must be done by traditional spay/neuter, or ovary sparing spay, or vasectomy. Buyer agrees that should their vet recommend not having traditional spay/neuter completed by the Sterilization Deadline to allow for hormone retention, buyer will schedule and have completed a vasectomy or ovary sparing spay by the Sterilization Deadline. Vasectomy and OSS allow for hormone retention and alleviate all veterinary concerns regarding hormones.

Buyer must provide Seller proof of sterilization showing the Dog’s name, DOB, and microchip number. Proof will be provided to Seller no later than Dog's 9-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. Upon receipt of sterilization papers, Buyer’s purchase of dog will be complete and the registration papers and pedigree information for Dog will be sent to Buyer.

Failure to sterilize will result in Buyer owing Seller an additional $15,000.00, to be paid no later than Dog's 9-month birthdate. Legal action will be taken to collect damages and fees and Buyer will be responsible for all legal fees for both Seller and Buyer. These damages are not intended to punish Buyer, but rather to fairly compensate Seller for the cost of a breeding animal, and/or any damage caused to Seller’s reputation and good will as a result of Buyer’s failure to sterilize. The parties agree that $15,000 is a sum reasonably tied to the actual losses caused by a failure to properly sterilize.

In addition, if Buyer breeds the Dog, intentionally or unintentionally, Buyer shall be liable to Seller for $3,500.00 for every puppy produced by Dog. Buyer will pay Seller the established value for every puppy no later than 56 days after the birth of puppies.

Buyer has read and understand that if Buyer’s veterinarian recommends leaving hormones intact for longer than 9 months of age, Buyer will be required to have an ovary sparing spay or vasectomy performed instead of traditional spay/neuter to satisfy the sterilization requirement by the Sterilization Deadline.

**BUYER’S INITIALS** __________

Buyer has discussed sterilization with Buyer's veterinarian and has explained to them that Colonial Village Labradoodles allows for vasectomy or ovary sparing spay if the veterinarian has concerns about hormone retention.

**BUYER’S INITIALS** __________

Buyer will not request a delay for sterilization surgery using hormones as the reason for requesting to delay.

**BUYER’S INITIALS** __________

Buyer understands that failure to provide Seller proof of sterilization by the Sterilization Deadline, Seller will seek all available remedies, legal and equitable, all communication from that date on will be only with Seller’s attorney.

**BUYER’S INITIALS** __________

Buyer has watched Seller's go-home video and has reviewed Seller's go-home instructions and newsletters.

**BUYER’S INITIALS** __________

**LIMITATION**
The parties agree that any claim by Buyer for reimbursement from Seller, for any reason, is limited to ½ the price of the Dog. Any reimbursement(s) shall be cumulative and once half the price of the Dog has been reimbursed, Seller has no
further liability to Buyer. The parties agree that this ½ price warranty is the full and maximum financial liability Seller may owe Buyer, under any circumstances whatsoever.

SPECIAL CONDITIONS
The parties agree that this contract was made in the State of Indiana and agree that it shall be governed by and construed in accordance with the laws of the State of Indiana and the parties agree to submit to the jurisdiction of the courts of the State of Indiana 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.

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.

Buyer agrees to return Dog to Seller if Buyer is unable to keep dog at any point in time. Dog may not be gifted or sold to any other person, unless Seller agrees in writing that Buyer may do so.

If Dog is returned to Seller within 2 weeks of initial placement with Buyer, Seller will refund ½ the initial pet price paid minus fees for 7-10 day quarantine, vet exam for health confirmation, any reasonable fee for treating health issues that developed in Buyer’s care, advertising fees to re-home puppy, and the initial non-refundable deposit placed for Dog.

If Dog is returned after two weeks of initial placement, Seller will rehome Dog and give Buyer any payment received for re-home adoption fee, but no additional fees will be returned as this is considered a pet surrender. Buyer will sign a relinquishment of ownership and transfer all veterinarian records and microchip to Seller. Seller will assist in re-homing of Dog but with no guarantee of refund of initial price. Buyer takes full responsibility for the care of dog and understands Seller is not required to refund any fees whatsoever if a re-home is required due to a lack of training or follow through of training on Buyer’s behalf. Re-home adoption fee is normally half or less of the original price of Dog.

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 $____________________ 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.

Seller neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including without limitation, the warranties of merchantability and fitness. This contract must be signed and returned to Colonial Village Labradoodles within 7 days upon receipt of Dog or this contract and all warranties contain within will be null and void. (Please make a copy of this contract for your records and return original). The BUYER’S signature below indicates that He/She/They have read, agrees and understands all the conditions of the purchase of a Dog from Seller.

BUYER’S signature and date:
__________________________________________________________________________   ______________

SELLER’S signature and date:
__________________________________________________________________________   ______________
There are a lot of opinions regarding the age of sterilization for dogs. We have gone to great lengths to explain our position and what is expected of any family purchasing a puppy from Colonial Village Labradoodles. Our age requirement for sterilization is not negotiable. By signing our contract, you have agreed that our requirement for sterilization will be followed no matter any other opinion that is shared with you by others. You have acknowledged you have been provided the option of having a vasectomy or ovary sparing spay, which allows for ALL hormones to remain intact and alleviates any concern a vet may express about hormone retention or age for sterilization.

Sterilization surgery is required by the time your puppy is 9 months of age. Proof of sterilization needs to be provided to us by that 9 month birth date. We will not discuss altering this requirement after you have received your puppy.

We will send out a two reminders that proof of sterilization is due. Our reminders are courtesy reminders only. Failure to receive those reminders is not an excuse for the surgery to be delayed.

We highly encourage you to schedule the sterilization surgery with a vet as soon as you have received your puppy. Many clinics book out a month or two and you will need to have scheduled with them well in advance of the date you are required to have the surgery done.

Thank you,

Kyle and Melinda McMillan

Initials: ______