

Seller: Colonial Village Labradoodles 405 W 266 th St Sheridan, IN 46069	Buyer: _____
	Address: _____
	Phone Number: _____

DESCRIPTION OF PET DOG/PUPPY

The dog sold pursuant to the terms of this agreement is an Australian Labradoodle (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:

Projected 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 disfigurement.

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.

- Seller has instructed the Buyer to have the puppy checked by a licensed veterinarian within **THREE (3)** days of purchase. If the veterinarian finds anything that is **life-threatening** with the puppy, it will be exchanged for another puppy of equal gender/color/breed and generation when one is available. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
- 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.
- Common puppy ailments such as giardia, clostridia, coccidia, viral illness, parasites are not covered in this guaranty. Seller will not reimburse Buyer for the medications, exam fees, testing, or other treatment required to treat common puppy ailments.
- Any life-threatening 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 $\frac{1}{2}$ the pet fee paid will be provided, if Buyer keeps Dog and Dog is treated. Shipping fees for returning a dog found to have a serious issue in this time frame will be paid by the Seller.
- If Buyer intends to request any type of reimbursement for treatment fees, Buyer must have Seller's pre-approval for reimbursement of treatment fees PRIOR to Dog's treatment.
- Seller will provide one month of free Pet Insurance. The policy provides coverage for 90% of any issue that arises in the first 30 days of Dog ownership. Buyer may drop policy after 30 days. The Dog must be registered for the insurance policy within 24 hours of go-home.

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 two years from the date of birth of Dog. In the event that Dog is diagnosed, within the warranty period, with a genetic disorder that is a serious life-altering condition, Seller will: (a) reimburse Buyer the veterinary costs for treatment of that condition up to $\frac{1}{2}$ the purchase price of the Dog, if Dog is kept by Buyer, **OR** (b) Buyer may purchase a new Dog from Seller at a 50% discount of the initial puppy fee from an agreed upon litter with availability, and Buyer shall return the Dog.

- Two independent veterinary examinations and reviews must be provided to Seller confirming the genetic disorder. Seller has right to choose one of the veterinarians to do the exam and/or diagnostics.
- Seller will reimburse Buyer for veterinary fees for treatment of the genetic condition upon receipt of copies of the medical reports and invoices. Seller 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.

Initials: _____

COAT TYPE & SIZE & COLOR WARRANTY

Seller has made a reasonable judgment regarding the eventual adult coat, size, and color of the puppy. 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. This judgment does not guarantee the eventual size and color of dog. Environmental and genetic influences are not controlled by Seller, and unexpected situations can and do occur.

ALLERGIES

The genetic health warranty does not cover skin/food/environmental allergies. We have no control of the things your dog may be exposed to such as the food you choose to feed, physical stresses, vaccination combinations or timing of vaccines given, or environmental factors that may trigger allergies.

DENTAL

We do not guarantee perfect teeth and do not cover dental and orthodontics for minor teeth/bite issues such as an under/over-bite or base narrow canines. Only in the most extreme situations do bite issues warrant medical intervention. Cosmetic correction for teeth/bite issues with the dog will not be covered under this warranty. Removal of base narrow lower canines that cause minor discomfort until the puppy tooth falls out will not be covered under this warranty.

VACCINATIONS

Buyer has been provided with information regarding the potential risks of vaccinations. 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 also agrees to not have the rabies vaccine administered at the same time as any other vaccine, but to allow at minimum three weeks from the last vaccine date before having rabies vaccine administered to Dog.

TEMPERAMENT & TRAINING

Seller has provided Buyer their opinion of Dog's temperament. Buyer understands that temperament is not only the result of nature, but also of nurture and agrees to provide Dog with appropriate behavioral training, obedience training, exercise, and socialization. Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc). Buyer agrees to provide obedience training to Dog beginning the first week Dog is in their possession. Buyer agrees to continue with training as long as necessary to establish a solid foundation for a well socialized puppy. 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. Behaviors that develop due to lack of proper training, socialization, or exercise are not the Seller's responsibility.

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 9-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 _____

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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 contained 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 signatures and date:

SELLER'S signatures and date:

STERILIZATION REQUIREMENT

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: _____