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Dog Health Warranty & Purchase Agreement (Limited/Pet Only)

This contract is between Chris and Kija Kladouras, Owner of Brookside Doodles (Hereinafter referred to as 'Seller') and _____ (Hereinafter referred to as 'Buyer'), is entered into on _____.

Pertaining to:

Puppy Name:	Breed:
Sex:	Birthdate:
Sire:	Dam:
Color:	Registration/Microchip#:

Seller's Responsibility:

This Dog is being sold as a **companion pet only**, and may not be bred at any time, for any reason. _____ (Buyers Initials)

1.The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:

A. Age-appropriate immunizations

B. Subcutaneous microchip

C. Deworming

D. Vet Check

2. The Seller provides warranty against debilitating congenital defects until the dog is two (2) years of age.

A. Debilitating congenital defects are defined as those present since birth that are either life threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

B. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian, specializing in the condition, with supporting evidence that the condition is genetic (inherited) in nature and not a result of

environmental factors such as, but not limited to a Dog's weight, diet, injury, attending illness, etc., (including necropsy if the dog dies).

I. Buyer must supply any requested veterinary records related to the dog's condition to the Seller within seven (7) days of diagnosis.

II. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense.

III. If necropsy is performed and results are undetermined or inconclusive diagnosis, warranty is void.

C. If a congenital defect is identified within **the warranty** period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter or seller will cover treatment/surgery cost not to exceed the purchase price of the puppy. _____ (Buyers initials)

I. Original puppy does not need be returned, provided there is proper documentation of congenital issue.

II. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-18 months.

III. Color or gender are not guaranteed.

IV. Shipping fees will not be refunded, and all costs associated for shipping replacement puppy are to be covered by Buyer.

D. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.

E. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders, mange, allergies, cryptorchidism (undescended testicles), it also does not include any illness due to the ingestion of foreign objects, food, chemicals, flea/tick treatments, or physical injury. Luxating patella and collapsed tracheas can be caused by injury, they are not covered after the veterinarian's initial examination.

F. No warranty is given on final adult size, disposition, coloring or hypoallergenic coat. Buyer will be given parents current weights and an estimation of size. Coat colors can change as dogs age.

G. Buyer understands that under no circumstances shall the Breeder be liable to the Buyer or any third party for any incidental or special damages resulting from or in a manner related to the puppy/dog.

H. No warranties or guarantees, expressed or implied, are made under this contract except as stated.

I. This warranty is non-transferable.

J. Buyer understands that doodles are a mix breed of dog. Seller provides genetic results of parents on their website www.BrooksideDoodles.com. It is the buyer's responsibility to look at the exact breeds and percentages of each breed that make up the parents results. Although genetic results are extremely valuable on rare occasion results have been incorrect. Breeder is not responsible for incorrect results of parents and uses the results given to make the best breed pairing decisions.

3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

Buyer's Responsibility:

1. The Buyer agrees to pay the Seller a total sum of $ _____ This fee does not include shipping.

2. The Buyer bears all costs relating to the sale of the puppy, including transportation, shipping, and all associated fees. The risk of loss or injury to puppy is Buyer's responsibility after the puppy leaves the Seller.

3. The Buyer agrees to have the puppy examined by a licensed veterinarian within three (3) business days of taking possession. If an appointment cannot be obtained in that time frame the Seller must be contacted to allow for additional days not to exceed 5 business days.

A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund. After the buyer's veterinarian exam, and the puppy is found to be in good health, there is no refund offered to the Buyer.

B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.

C. If the puppy is not taken to a licensed veterinarian within three (3) business days of taking possession, the health warranty is void.

4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.

5. The buyer agrees to provide the best possible care for their puppy for the duration of his or her life.

6. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason and agrees to never place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory. The Seller will take the puppy back, without a refund or compensation to the buyer, and rehome the puppy in a new suitable home. If the Seller takes possession of the puppy and rehomes for a fee, the fee is that of the Sellers. The fee is to cover cost associated with care, feeding, and marketing of the puppy until a new home can be found. If the Buyer would like the Seller's help in rehoming the puppy, while keeping the puppy at the Buyers' home, the Seller will assist. The puppy is NOT to be placed into another home without the Sellers' approval. Great care is taken in ensuring our puppies are cared for and offered the best possible lives, therefore if rehoming is needed the Seller must assist in the process.

7. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media or sends to Seller for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

8. Buyer understands there is a risk to the puppy of contracting various viruses and illnesses prior to being fully vaccinated. Fully vaccinated is two weeks AFTER their last booster shot at 16 weeks. Vaccines do not 100% guarantee a dog will not contract a virus or illness but vaccines do significantly reduce the likelihood and severity. **Parvo** is a virus that is extremely contagious and easily transmissible to puppies who are not fully vaccinated. Buyer understands that it is safest for the puppy to not be exposed to any public ground or surface until 2 weeks after their last vaccine. _____ (Buyers initials).

Spay and Neuter Contract:

1. Spaying/neutering/gonad sparing surgery (GSS)/ovary sparing spay (OSS) by a licensed, reputable veterinarian is required on the above puppy by eighteen (18) months of age.

A. Proof of sterilization showing the Dog's name, DOB, and microchip number, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches eighteen (18) months of age.

B. If the Seller does not receive this documentation within this time frame, the warranty will become null and void.

C. If a dog, sold with Limited Registration/Pet Only, produces or sires' puppies, whether it is intentional or unintentional, a penalty of $20,000.00 per litter and $5,000.00 per puppy born, will be due and payable immediately to Seller.

2. It is understood that the puppy is not to be used for breeding. It is a representation of its breed, and it is structurally and temperamentally suited for a companion and/or working dog. It is being sold as a pet without breeding rights. By signing this contract, I agree to all the previous terms of this contract and warranty.

Conflict Resolution:

Mediation. Seller and Buyer agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. With the exception stated above, any action, proceeding, or arbitration between Seller and Buyer arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party. Under no circumstances shall the Seller be responsible for any amount greater than the purchase price of the puppy.

This contract shall be deemed a legally binding contract and is under the jurisdiction of Riverside County in the State of California.

I/We, the Buyer(s) hereby certify that we have read this contract, understand it's complete contents, and fully agree to all stipulations.

Buyer Name (print):
Buyer Address:
Buyer Email:
Buyer Phone:

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____

Payment History:

Date	Amount	Method	Sellers Signature