

## **GoldenDoodle Acres**

2728 Oakridge Rd Neenah, WI 54956  
Phone/Fax 920-725-5500/920-725-5551

### ***Contract and Health Warranty***

This agreement is between Janece Schommer (Seller) and \_\_\_\_\_ Buyers).

This is a legally binding contract and it is agreed as follows:

#### **1. DESCRIPTION OF DOG**

The dog sold pursuant to the terms of this agreement is as follows: Sex    F/M Whelped 02/04/2009.

Color                      Sired by                                      out of                                     .

#### **2. CONDITIONS OF SALE**

Seller guarantees that, at the time of delivery, the dog is in good health. Should dog be found to be in poor health of a serious nature, Buyer agrees to return dog to Seller at Buyer's expense. Seller will provide Buyer with a replacement dog of equal value from another litter, to be shipped to Buyer at Seller's expense, or a full refund of the purchase price of dog will be made. Shipping fees will not be refunded.

The following conditions apply to all sales:

a) The Buyer has FIVE (5) days from the time of receipt of dog to have dog examined by a veterinarian. 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 prove to be sick upon arrival. Proof of examination must be provided to Seller. This guarantee will be terminated immediately if dog is not examined by a licensed veterinarian within the allotted time.

b) A warranty against all serious life altering genetic disease is provided for two years after the date of sale. Should a genetic disease be discovered during this time that will greatly shorten the life of, or greatly alter the quality of life of the dog, Seller will provide Buyer with a full refund of purchase price only. Shipping fees will not be refunded. Seller reserves the right to confirm the results before a replacement or refund is provided.

c) A warranty for HD is provided for two years after the date of sale. This warranty will be terminated should dog be allowed to become overweight or developing joints be overstressed at any point during the warranty period. Should dog be found to have HD within its first two years, Buyer must provide Seller with proof in the form of documentation from OFA.

Seller reserves the right to confirm the results before a replacement or refund is provided.

Replacement will only be provided if dog is returned to Seller at Buyer's expense.

e) 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.

f) Upon execution of this document, all veterinary care and associated costs are the sole and exclusive responsibility of the Buyer.

### 3. MAINTENANCE

Buyer agrees to maintain this dog in good health, provide routine **preventative** health care including, but not limited to, inoculation, internal and external parasites, and preventative medication. All veterinary medical records must be provided to breeder if requesting refund or replacement. If any of the above preventative care has not been provided, health warranty will be considered null and void.

### 4. REHOMING AGREEMENT

Buyer agrees that if for any reason they cannot keep their dog, it will be returned to Goldendoodle Acres to find a suitable rehome. Owner will give up all rights to the dog. No money will be returned for the dog.

### 5. SPAY/NEUTER AGREEMENT

Permanent ownership of this dog is contingent upon your compliance with this Addendum. Proof of the spay/neuter must be received by the (PURCHASER'S NAME) within 6 months after receiving your puppy. In the event that surgery is not done, GoldenDoodle Acres must be provided with a statement from your veterinarian that this dog is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of this dog the (PURCHASER) will contact the veterinarian and establish the earliest date that the procedure can be performed. (PURCHASER) will notify the BREEDER of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced.

It is the responsibility of the PURCHASER, not the veterinarian, to ensure that GoldenDoodle Acres has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the Contract. **Failure to comply with this de-sexing agreement will void the Health Guarantee and will result in litigation where the SELLER will sue for damages in the amount of \$30,000.**

By my signature below, I agree to have this dog spayed/neutered by no later than \_\_\_\_\_, 20\_\_.

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(Buyer's signature) Date

### 5. FULL AND FINAL AGREEMENT

All parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the dog described in paragraph one above.

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*Agreement must be signed and RETURNED by 00/00/00  
Or warranty is void and breeder is released from all contractual obligations.*

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\_\_\_\_/\_\_\_\_/\_\_\_\_  
**(SELLER.S SIGNATURE) (DATE)**

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\_\_\_\_/\_\_\_\_/\_\_\_\_  
**(BUYER.S SIGNATURE) (DATE)**

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\_\_\_\_/\_\_\_\_/\_\_\_\_  
**(BUYER.S SIGNATURE) (DATE)**  
*(All adult owner's must sign)*

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