



Not just any puppy, but one of the best

HEALTH WARRANTY and SALES CONTRACT

This agreement is between:

Seller: Mountain View Doodles and

Buyer:

Date:

Seller and Buyer Agree as follows:

1. Description of Dog is: Sex:

Whelped:

Color:

Sire:

Bitch:

For the Amount of \$2800

Paid \$ Yes

2. Conditions of Sale: Seller guarantees that at the time of delivery, the puppy is in good health. If the puppy is found to be in poor health of a serious nature, Seller will provide buyer with a replacement (after the dog is returned to seller at buyer's expense) or a full refund of the purchase price of the dog only. Shipping costs will not be refunded.

This puppy was vaccinated on: _____ and wormed: _____

* Note: a vaccination of **Duramune Max 5** was given to your puppy for Parvo/Distemper, however **your puppy will not be immune to these diseases until he/she has had the full series**. Your puppy needs a booser every 3-4 weeks until he/she is 16 weeks old.

The following conditions apply to the sale of the afore mentioned dog:

- A. The Buyer has THREE (3) days from the time of receipt of dog to have him 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 seriously ill upon arrival. Proof of examination must be provided to seller. This guarantee will be terminated immediately if dog is not examined within the allotted time. This clause is fully optional & vet visit is not required. Buyers initials _____
- B. A warranty against serious life altering genetic disease is provided for two years from the date of sale. This does not include minor adolescent health issues (base narrow canines, underbite, mild heart murmur, patella luxation). If adolescent issues persist into adulthood & issue is not cosmetic then health guarentee will qualify.
- C. A warranty against H.D. is provided for three years from the date of sale. This will be terminated if the dog is allowed to become overweight at any time during the three year period, or if the dog is used for potentially abusive play (like jumping in the air to catch a frisbee). If the dog is found to have H.I.D. within its first three years, buyer must provide seller with proof in the form of documentation from OFA or PennHip. We reserve the right to have the veterinarian of our choice confirm the results before a replacement or refund is made.

- D. Warranties shall apply only to the original purchaser. Transfer of dog ownership shall void all provisions of this agreement.
- E. Under no circumstances shall the Seller be liable to the Buyer or to any third party for a dog which has been subjected to abuse, accident, negligence or misuse. Also, under no circumstances shall the Seller be liable for any consequential incidental or special damages resulting from or in manner related to the dog.
- F. Upon Execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the buyer.

3. Temperament: A basic obedience training booklet has been provided by the Seller. Buyer is responsible for properly training and socializing their puppy. This includes teaching the puppy obedience and manners (no nipping, chewing, barking etc). Should the Buyer have difficulties training their puppy, they agree to hire a certified, professional trainer to assist them. If the puppy exhibits behavior that would be considered inappropriately aggressive AND it is confirmed by the trainer as "not correctable", the Seller will either replace or refund the purchase amount of the puppy, providing the puppy is less than 6 months of age. Documentation must be provided to the Seller by the trainer stating their assessment of the puppy and the attempts to modify the behavior. All shipping and training charges will be paid by the Buyer.

4. Maintenance: Buyer agrees to maintain this dog in good health, providing routine preventative health care including, but not limited to: regular vaccinations, internal and external parasite control, and preventative medication. Buyer also agrees to provide dog with quality food and water. Veterinary 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 void.

5. Spay/Neuter: This dog is being sold to you for the pet price of \$3,000. No breeding rights are conveyed to the Buyer; breeding of this pet dog is strictly prohibited. Dog is to be spayed or neutered on or before nine months of age (**40 weeks**), which would be _____. Proof of spay or neuter is to be provided to Seller after surgery. If proof of spay or neuter is not provided by the date specified, Buyer agrees that the Dog will then be considered a Breeding Prospect, and Buyer will be legally obligated and agrees to immediately remit an additional \$7,000 to Seller, which would be the full price of \$10,000 for a Breeding Prospect Dog. **Failure to provide proof of the spay/neuter by the date specified will void this health guarantee.** If the dog is bred accidentally or accidentally sires a litter, Buyer agrees to immediately remit an additional \$7,000 to Seller. Any and all attorney fees and/or court fees needed to enforce this contract will be paid by the Buyer and settled in Linn County in the State of Oregon. By initialing below you agree that this agreement is legal and binding and is not subject to the opinion of the Buyer's Veterinarian. Buyer Initials:

6. Re-homing: Buyer agrees that if at any time the buyer wishes to destroy or give away the dog, Buyer will give the Seller the opportunity to help in re-homing the dog, which must not be destroyed, or relinquished to a pound or shelter. If the dog dies for any reason, a vet report verifying death must be supplied to the seller. Failure to comply with these provisions will render any guarantee null and void.

7. Full and Final Agreement: The parties agree that this document represents the entire agreement between them and that no other representations, either oral or written have been made regarding the dog described above. The parties further agree that no changes in this contract shall be binding upon either of them without written modifications signed by both parties.

This agreement must be signed prior to a puppy being released to you as a puppy buyer.

Buyer agrees that he/she completely understands this contract.

Seller's signature and date: *Robby Gilliam*

Buyer's signature and date: