

SALES CONTRACT + FINAL PAYMENT DUE WHEN PUPPY IS 6 WEEKS OLD

Sales Contract & Health Warranty

Boxwood Doodles, L.L.C.

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Choudrant, LA 71227
318-840-4444

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www.BoxwoodDoodles.com

**This contract is for purchasing a Boxwood Doodles, L.L.C. Bernedoodle Puppy/Dog ("Puppy/Dog").

This contract is entered on _____, 20____, is between Boxwood Doodles, L.L.C., hereinafter referred to as BREEDER, and _____ hereby referred to as BUYER.

BUYERS LEGAL NAME

ADDRESS

CITY AND STATE

ZIP

EMAIL

PHONE

1. SALE OF DOG

Upon payment of the sum of \$_____ (reservation fee of \$300 is included in total) paid by BUYER to BREEDER, receipt of which is hereby acknowledged, BREEDER grants, sells, conveys, and transfers ownership of the following Dog to the BUYER:

BREED: Bernedoodle

GENERATION: F1 / F1B

SIZE: Standard / Medium / Mini

SEX: Male / Female

COLOR: Phantom / Phantom Merle / Tricolor / Merle Tricolor / Red Bicolor

MICROCHIP #:

2. POSSESSION

2.1. BUYER acknowledges and agrees to choose which Puppy will become the BUYERS Dog once the BREEDER has made selection(s).

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3. Forfeiture of Reservation Fee and BREEDERS Right to Sell

- 3.1. BUYER acknowledges and agrees that BUYER will forfeit the reservation fee and any rights to the Dog if: (a) BUYER fails to complete the purchase of the Dog for any reason; (b) BUYER fails to pay the balance of the Purchase Price when puppy is 6 weeks old if paying electronically or 8 weeks old if paying in cash.
- 3.2. In either event, BUYER agrees and acknowledges that BREEDER shall be free to sell the Dog to another party.
- 3.3. In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of BREEDER, BUYERS Reservation Fee will, at BUYERS option, be (i) refunded, or (ii) transferred to the next litter of puppies.

4. Delivery Cost

- 4.1. Delivery costs are not included.
- 4.2. The expected pick-up date is when the Dog reaches 8 weeks old and not beyond 9 weeks old.
- 4.3. BUYER agrees to pick up puppy in Choudrant, LA. BREEDER may, in its sole discretion offer to meet no more than 2 hours away from Choudrant, LA.

5. BREEDERS Representations and Warranties

- 5.1. The Dog was bred as a companion animal, and the BREEDER does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trails, show ring performance, and/or breeding purposes.
- 5.2. The Dog is in good health and free of communicable diseases (I.E. parvo, distemper) at the time of sale. BUYER has 3 days from the pick-up date to have the Dog examined by a licensed veterinarian, at the BUYER's sole cost. There is no exception to this rule. If the Dog fails the examination, BUYER may return the Dog, with a written statement from the veterinarian, for a replacement Puppy. Failure by BUYER to have the Dog examined within the 3-day period will void this Warranty, and BUYER will not be entitled to any refund. If BUYER chooses to keep the Dog, BREEDER will not replace the Dog and all medical cost and treatments are the sole responsibility of the BUYER.
 - a) The BREEDER reserves the right to request a second opinion from a veterinarian or canine specialist of their choice in the local market area of the BUYER or via telemedicine or distance medicine by a veterinarian in any location, if suitable before a refund, reimbursement, or replacement is offered.
 - b) If any veterinary expenses are covered by any insurance policy, BREEDER is not required to reimburse for any covered amounts.
 - c) Any signs of depression, lethargy, lack of appetite or desire to drink water, diarrhea (particularly with blood and/or mucous), or vomiting must be reported to your vet immediately and must be reported to the BREEDER within 24 hours.

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5.3. This Warranty does NOT cover the following:

- a) coccidia/giardia, parasites, stress colitis/diarrhea, innocent or low-grade heart murmurs, seizures, Addison Disease, portosystemic shunts, kennel cough, upper respiratory infections, UTI, recessed vulva, undescended testicles, cherry eye, entropion, ectropion, allergies, loose knees, patellas or hips, stenotic nares, over or under bites, elongated soft pallet, umbilical hernia, dermatitis, demodectic mange, IVDD/CDDY, or ear infections.
- b) The future health, dysplasia, skeletal, or cancer conditions.
- c) The future temperament, size, markings, intensity of color, weight, height, longevity, health, shedding, conformation, or show potential.

5.4. BREEDER offers a 2-year warranty if within the first 2 years of life of this Puppy, any genetic defects are found through laboratory analysis, and has an expressed deleterious effect on the livelihood of the Dog, the Puppy will be replaced with a Puppy of equal value, whenever a Puppy becomes available. Puppy will be replaced only when proof of genetic defect is diagnosed by a licensed veterinarian, along with the laboratory analytical results certified by the lab (this is done at the expense of the BUYER) in writing AND proof of spaying or neutering is given. Results from Embark Vet, Wisdom Panel, DNA My Dog, The Spruce Pets, or Orivet are not acceptable for warranty claims.

5.5. BREEDER is in no way responsible for any medical cost or vet bill of the Dog. No refunds will be given. This warranty covers only the original BUYER.

5.6. BREEDER will not replace a Puppy due to heat stroke, abuse/neglect, accidental death, theft, sickness due to lack of vaccinations, or improper socialization.

5.7. BREEDER has the right to, at any time; decide to stop breeding Bernedoodles. In this case, no replacement Puppy shall be given, and this contract is null and void.

5.8. BREEDER shall not be responsible for death or injury of said Dog due to negligence or carelessness of the BUYERS, any airline, live animal carrier or transporter, it's agents or employees.

5.9. To ensure that BUYER does not euthanize the Dog, take it to an animal shelter, or sell it to a third party BREEDER will always take the Dog back at any time during the Dog's lifetime with no refund given.

5.10. BUYER AGREES TO RETURN AND SURRENDER ALL RIGHTS TO SAID DOG TO BREEDER IF BUYER IS NO LONGER ABLE TO CARE FOR DOG AT ANY POINT IN ITS LIFE FOR ANY REASON.

6. BUYERS Representations and Warranties

6.1. BUYER represents to BREEDER that BUYER has thoroughly researched the Dog's breed and grooming requirements.

6.2. Dog will reside with BUYER as companion pet to BUYER and BUYERS family.

6.3. BUYER will keep the Dog in an enclosed area of adequate size and will not allow Dog to roam at will.

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- 6.4. BUYER will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
- 6.5. BUYER will provide the Dog will nutritious food and will not let the Dog get overweight.
- 6.6. BUYER will provide necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including Rabies).
- 6.7. BUYER is not acting as agent for any other person or business in the purchase of the Dog.
- 6.8. BUYER will not sell, give, or release the Dog to a pet shop, retail store, Dog dealer, breeder, animal testing facility, research facility, animal shelter or an agent for any such business or facility.
- 6.9. BUYER agrees that BREEDER has not released breeding rights and BUYER shall not attempt to breed the Dog.
- 6.10. BUYER agrees to activate the Trupanion free 30 day Pet Insurance prior to Puppy leaving the Boxwood Doodles premises.
- 6.11. Genetic composition for breeds varies between companies and is only as good as the foundation samples set in the data base. It is not 100% accurate, thus, any breed composition results will not warrant a refund or replacement.

7. Alter and Reproduction Clause

- 7.1. BUYER agrees to alter the Dog by 12 months of age. BUYER agrees to send verifiable proof that the procedure has been done by 12 months of age to BREEDER. If the Dog is not altered by 12 months of age, BUYER shall pay a breach of contract fine of \$5,000 and such fine shall be paid in full within 30days of said Dogs 12 month of age.
- 7.2. BUYER understand and agrees this Dog is being sold as “Pet Quality”. This Dog is not being sold with any “Breeding Rights”. Dog and any puppies produced via Natural Breeding or Artificial Insemination; (a) BUYER agrees to pay Boxwood Doodles L.L.C. a \$15,000 fee per litter of offspring. (b) DNA parentage testing will be at the cost of the BUYER. And (c) all of BREEDER’s warranties set forth in this agreement will become null and void.
- 7.3. BUYER will be fully responsible for any deleterious defects due to breeding.
- 7.4. Failure to do so will result in lawful collection of fees and all legal cost will be the responsibility of the BUYER.

8. Replacement

- 8.1. Should the original BUYER have the right to a replacement, a Puppy from the next available or comparable litter will be offered.
- 8.2. BUYER's Paid Funds will be applied to a future Puppy in a future litter. Due to the variability of specialty hybrids (e.g bernedoodles), the BREEDER makes no guarantees about future temperament, size, markings, intensity of color, weight, height, breeding issues/success, longevity, health, shedding, conformation, or show potential.

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9. Non-Disparagement Clause

9.1. The parties agree to refrain from publishing or disseminating any objectively disparaging statements about the other to any third parties in any manner, to refrain from asserting or bringing factually or legally baseless claims or changes against the other in any manner, and to not interfere with the private, business, or domestic lives of the other through intimidation, harassing behaviors, correspondence, phone calls, e-mails internet posting, or any other form of communication designed to annoy, torment, vex, or harass the recipient.

Should the BUYER breach any of the above agreements, the BREEDER shall have the rights and remedies set forth herein and those allowed by law. In the event of a default or breach of this Agreement, the prevailing party shall be entitled to all costs, expenses, and reasonable attorney's fees.

BOXWOOD DOODLES, L.L.C.:

by _____ (signature) DATE: _____

(printed) _____

BUYER:

_____ (signature) DATE: _____

(printed) _____