

UPNORTH LABRADOODLES

PUPPY PURCHASE CONTRACT

Date: _____

This contract is between Upnorth Labradoodles hereinafter referred to as "Seller"
and _____ hereinafter referred to as "Buyer".

Seller Information: Patrice Higgins, Upnorth Labradoodles

Buyer's Information:

Name: _____

Address: _____

City / State / Zip: _____

Home Ph: _____ Work Ph: _____ Cell Ph: _____

E-mail address: _____

Puppy Information:

Dam: _____

Sire: _____

DOB: _____

Puppy name: _____ Sex: Male Female

Color: _____ Microchip #: _____

Price Paid: \$ _____ Date of Sale / Transfer: _____

Health Guarantee:

Buyer of a puppy from Seller must realize that Seller is meticulous with regards to all details in the surroundings of these puppies. Sanitation is paramount, vaccines are current & documented and Seller provides proper nutrition. This assures the Buyer that the puppy they receive has been properly cared for and in the best possible condition and health. Buyer has five (5) days from the date of transfer to have their own veterinarian to examine the puppy. If during this examination, it is determined that the puppy is unhealthy, Buyer is entitled to a full refund or replacement puppy. It is extremely rare, but a puppy after it has left Seller's care could become medically compromised in a variety of ways and these include physical injury, extreme environmental conditions, or exposure to pathogens. Also any puppy could develop and/or display symptoms of a medical nature that are outside the realm of reasonable care or prevention. These rare circumstances have led Seller to formulate a guarantee process to prevent any misunderstanding between Buyer and Seller.

1. With regard to any congenital defect, Seller guarantees all puppies for two (2) years (from date of birth) to be free of, but not limited to; Hip Dysplasia, Cataracts, Epilepsy/Seizures, Tracheal Collapse or heart or liver ailments.
2. Any inherited life threatening medical illness experienced by any puppy is warranted for two (2) years from date of birth.
3. Any medical condition resulting from physical injuries, neglect or abuse occurring outside Seller's custody are not warranted under any condition.
4. The untimely death of any puppy up to 2 years of age will always require a death certificate and an autopsy/ Necropsy by a competent Veterinary Pathologist prior to any assumption of liability.
5. Should any settlement under any conditions of my guarantee become necessary, Seller reserve the right to resolve any problem by the following means and with the stipulations below:
 - a. Replace the dog based on the findings of Seller's veterinarian following a consultation with Buyer's veterinarian.

- b. Provide surgical and/or medical intervention to resolve the condition/defect only if the following criteria is met:
1. Any needed treatment will only be performed following a consultation with Sellers veterinarian, who will determine whether he or an associate would normally perform the procedure, or for that matter, if the procedure is even indicated.
 2. Should the procedure be required and agreed to by the various consulting veterinarians, Seller will pay up to half of all medical costs up to the original purchase price of the dog. For example, if the procedure cost \$1200 Seller would pay \$600. If the procedure were to cost \$4000, Seller would pay a maximum of \$1500.
 3. Under no circumstance or condition will Seller assume any liability for any surgery or medical procedure that is performed without consulting Seller prior.
- c. Any puppy replacement or refund is never determined unilaterally, it can only occur with concurrence between the Buyer & Seller.

Spay/Neuter Agreement:

The breeding of our dogs *WITHOUT* breeding rights is not an option, (a separate contract for breeding stock is available). By purchasing an Upnorth Labradoodle puppy, you are hereby agreeing to spay or neuter the puppy by 6 months of age and *NOT* to breed your Labradoodle. If you breed your Labradoodle without a breeding contract you will surrender ownership rights and be fined \$2,500 payable to Patrice Higgins. Our bloodline is of great importance to us, ie: health, temperament and conformation, we therefore require additional testing and breeding control over our line.

The buyer has 7 months from the date of birth to provide Seller with written verification that spaying or neutering has been performed. This documentation must be from a certified veterinarian. If after 7 months this documentation has not been received by Seller, the health guarantee will be voided. Additionally, Buyer agrees that if any time they no longer wish to keep the dog, the buyer will give Seller every opportunity to help in re-homing the dog. The dog must not be destroyed, or relinquished to a pound or shelter in lieu of re-homing.

Method of Payment:

Acceptable payment methods are cash, Pay Pal (If PayPal is used, please add 3% to total PayPal payments, cashier's check, checks are accepted, but must clear before taking possession of the puppy. Make checks payable to Patrice Higgins.

By signing this contract, the Buyer as indicating in a legally binding manner that they have read, understand, and agree to all conditions and terms contained within this contract. The Buyer also understands that any breach in contract by the Buyer may result in repossession of the puppy/dog and all paperwork supplied to the Buyer at the time of sale and/or by legal action taken by Seller. Buyer will be responsible for any expenses incurred from reclaiming/reposessing the puppy/dog. No refunds will be issued if any breach in contract results in a repossession of this puppy/dog. No refunds are granted for voluntary owner returns.

Buyer: _____ Date: _____

Seller: _____ Date: _____