



Puppy/Dog Purchase Agreement & Guarantee

(Limited Registration)

This agreement (“**Agreement**”), dated as of _____, 2021 (the “**Effective Date**”), is between ___Apricot Poodles & Goldendoodles___ (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

- **REGISTRY:** _____
- **REGISTERED NAME:** _____
- **REGISTERED NUMBER:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** _____
- **DAM:** _____
- **DAM REGISTERED #:** _____

The Breeder and Buyer agree as follows:

1. **Deposit.** A nonrefundable deposit of \$_500_ (“**Deposit**”) [shall be due and paid to Breeder upon execution of this Agreement has been paid to Breeder. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy/dog that meets Buyer’s identified preferences is not available [when it becomes Buyer’s turn to pick a puppy/dog from the selected litter, Buyer may elect to have the Deposit transferred to the next litter only one time or have the Deposit refunded. If puppy is not selected from next litter, the Buyer forfeits deposit.
2. **Purchase Price.** The full purchase price of \$_2,900_ (“**Purchase Price**”) is agreed with the balance due in full at least one week before the puppy/dog is delivered to Buyer or (b) upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Payments through Good Dog, Cash or Zelle. Personal check are not accepted for final payment.
3. **Limited Registration.** The puppy/dog is a hybrid Breed and is being sold with limited registration. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other AKC performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, legal action will be taken by the Breeder.
4. The puppy will go home microchipped. For the safety of the puppy, the Buyer shall register the puppy/dog with microchip company and pay registration fee.
5. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, [(a)] Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$_20,000_ per litter of offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.

6. **Breeder's Obligations.** Breeder represents and warrants the following:

- a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price but not prior to 8 weeks old.
- b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours (or a longer period of time with Breeder's prior written consent if Buyer notifies Breeder that Buyer is unable to obtain an examination because of reasons related to COVID-19) of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, skin issues to include itching, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
- c. Long-Term Health Warranty. Breeder provides a two-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) include Hip Dysplasia, Degenerative Myelopathy, Ichthyosis, Golden Retriever Type, Neonatal Encephalopathy with Seizures (NewS), PRA, Golden Retriever 1, PRA Golden Retriever 2, PRA, Rod-Cone Degeneration (PRA-prcd), von Willebrand Disease I (vWDI) and (ii) expressly do not include Hip Dysplasia resulting from poor diet, obesity or traumatic injury or over exercise as a puppy. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination.
- d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may: (i) keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount) (ii) return the puppy for refund of original purchase price, or (iii) return puppy and receive replacement puppy of similar breed from next available litter if applicable.
- e. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

7. **Buyer's Obligations.** Buyer agrees to the following:

- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.
- b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external

parasites; and (iii) annual examination by a licensed veterinarian.

- c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
- i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
 - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount, if given, shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- f. No Transfer Outside of the United States. Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
- g. Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of two and providing proof of such spaying/neutering to Breeder immediately upon completion. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$3,000 if puppy/dog is not spayed/neutered in accordance with this Agreement. This penalty is not considered purchase of breeding rights or authorization for use of dog for the purposes of breeding and the Unauthorized Breeding (6.) paragraph is still applicable.
- h. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.
8. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registr(y)(ies) and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.

- 9. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

- 10. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a Good Dog mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. The dog, which the dispute resides over, will be maintained in the sole custody of the Breeder during the mediation and until mediation is completed.

- 11. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law’s provisions thereof.

- 12. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

Ashley De Lisle (owner)

Name: Apricot Poodles & Goldendoodles
Address: 6966 Adams Ave, La Mesa, Ca 91942

Name: _____
Address: _____

Email: ashleyndelisle@gmail.com
Phone: 760-774-4817

Email: _____
Phone: _____