

Central Coast Doodles LLC Contract & Health Guarantee

This agreement is between Central Coast Doodles, hereinafter known as "Seller" and:

Buyer(s) Name: _____ / _____

Address: _____

Street Address

_____ (_____) _____

City

State

Zip

Phone

_____ ; hereinafter known as "Buyer"

E-mail Address

Deposit & Reservation of Dog/Puppy

1. Buyer will pay Seller a \$500.00 USD non-refundable retainer (hereinafter called deposit) to reserve a spot with a litter.
2. Puppies are chosen on a first come, first serve basis, in order deposit is received (first deposit gets first pick, second deposit gets second pick, etc). Pups are chosen at 6 or 7 weeks of age, in order of deposit.
3. Seller reserves the right for first and second picks of litter to be kept as a future breeding dogs. Seller may choose to relinquish one or both picks for buyers participating in the Preferred Puppy Program.
4. Seller reserves the right to refuse service to anyone. If Buyer has paid a deposit to reserve a puppy, all conditions and warranty listed in this Contract will be null and void upon refund of the deposit.
5. Should Buyer change mind or decide not to purchase a puppy, the deposit is forfeited to Seller.
 - a. Seller will refund deposit only if unable to provide Buyer with a puppy as anticipated due to mother not conceiving or producing enough puppies to cover the number of deposits.
 - b. Buyer may move deposit over to future litter should they be unable to adopt puppy from original litter. Deposit must be used within one year from date it was originally received.

_____/_____/_____
(Buyer's Signature agreeing to terms listed above under Deposit & Reservation of Dog/Puppy) Date

Conditions Of Sale/Health Guarantee

Description of Dog/Puppy:

The Dog/Puppy sold pursuant to the terms of this agreement is as follows, hereinafter known as "Dog":

Breed: _____ Date of Birth: _____/_____/_____

Generation: F1 / F1B / Multi-Gen Size: Mini / Medium / Standard

Sire: _____ Dam: _____

To be determined at time of choosing: Leave following blank until time of choosing:

Gender: Male / Female Color of puppy: _____

Health:

The Seller warrants the Dog being adopted, as described on page 1 of this agreement, to be in good health at the time of sale and that the Dog/Puppy has received all necessary, age-appropriate vaccinations and de-worming. The Dog/Puppy has also been examined by the Seller's licensed veterinarian and leaves Seller's possession with a good bill of health.

6. Buyer shall have the Dog examined by a licensed veterinarian within 3 days of possession.

7. Request to return the Dog to Seller for a refund must be made within this 3 day period.
8. Seller will only accept request for a refund/return of Dog if the said Dog is diagnosed by a licensed veterinarian as sick upon arrival or to be in poor health or have a health issue of such nature that the quality of life will be seriously shortened or altered.
 - a. Seller has the right to a 2nd opinion from a licensed veterinarian at their expense
 - b. Seller not responsible for initial required veterinarian expenses incurred by Buyer
 - c. Costs related to minor non life-threatening health ailments are not included
 - ie., minor health ailments are conditions such as, but not limited to fleas, ticks, worms, intestinal parasites, umbilical hernias, bite issues, overbites, underbites, any expenses related to malocclusions, stress induced ailments (such as Coccidia or Giardia) or Base Narrow Canines are not covered by any warranty and are not the responsibility or cost of the Seller.
9. If Buyer does not meet the requirements stated above, the health warranty offered by Seller is null and void & a replacement puppy or refund will not be accepted.

Purpose:

10. *This Dog is sold as a pet only and is not to be used for breeding purposes.* Initial: _____
11. Buyer shall spay/neuter the Dog prior to the Dog turning 9 months of age (no later than).
12. Buyer shall provide official spay/neuter certificate to Seller by 9 months of age.
13. If these conditions are not met
 - a. The health warranty offered by Seller is terminated and void.
 - b. Buyer shall pay Seller the sum of \$12,000.00 USD, plus CA sales tax.
 - c. Seller may take further legal action to enforce this clause
 - i. Buyer shall be liable to the Seller for any attorney fees, court filing fees, service fees and any other fee related to enforcement of this clause.

Warranty Terms & Conditions:

Seller offers a 2 year Health Warranty against any inherited, life threatening diseases until Dog turns 24 months of age.

Buyer Responsibilities:

14. Buyer agrees not to abandon Dog to an animal shelter, Humane Society, Dog pound, pet mill or pet store.
15. The health warranty is only applicable to the original Buyer stated in this contract.
 - a. If Dog has changed ownership, been sold or given away, the health warranty immediately becomes void.
16. Buyer acknowledges that there is no promise (express or implied) that the Dog will be non-shedding or non-allergenic.
17. Buyer agrees that the Dog's size and color are not predictable and that Seller has given his/her best projections but makes no promise or warranty regarding size, color, coat appearance, or any physical/behavioral trait.
18. Seller does not guarantee that the Dog will or will not possess a specific behavioral and/or psychological trait. Buyer expressly assumes all risks associated with the Dog's behavioral and/or psychological development. Seller recommends that all dogs receive obedience training, however, does not guarantee the results of any specific training program.
19. Should the Dog be diagnosed with an inherited, life threatening disease, Buyer must:
 - a. Notify Seller immediately
 - b. Send Seller official diagnosis & prognosis from a licensed veterinarian, along with any records showing proof of the inherited, life threatening disease (ie., blood results, x-rays, etc) within 5 days of diagnosis.
20. Health Warranty will be terminated immediately and void should a veterinarian suspect that an injury, poor health

management/diet, improper weight or mistreatment to Dog be the cause or contribute to the animals condition.

21. Health Warranty will be terminated immediately and void if all terms & conditions in this entire contract are not met by Buyer.

22. In the event Buyer is unable to travel to Seller's place of business to Pick-up the Dog, Buyer may request to have the Dog delivered to Buyer at a different location. Buyer shall pay a delivery fee for this service. Seller will make arrangements for the delivery of the Dog, however Buyer shall be solely responsible for all risk of loss associated with the delivery of the Dog. Seller assumes no liability for injury of the Dog during or after transport to Buyer.

23. Buyer's rights are non-combinable. In the event the Dog is found to have a life-altering, genetic disease during the Initial Check-up (within 3 days of possession), Buyer is not entitled to both a Full Refund and to purchase a Replacement Dog at a discount price. Rather, Buyer must elect between the two remedies.

24. Prior to issuing a refund (Full or Partial) or Replacement of the Dog to Buyer, Seller reserves the right to confirm the diagnosis of a life-altering, genetic disease with a veterinarian of its own choosing. In the event Seller's veterinarian does not discover the alleged disease, Seller will seek a second opinion from a different veterinarian of its own choosing ("Second Opinion"). Seller and Buyer agree that the result of the Second Opinion will control the determination whether the Dog suffers from a life-altering, genetic disease.

25. Buyer agrees that the remedies (Full/Partial refund or Replacement Dog) are Buyer's exclusive remedies under this agreement. Under no circumstances shall Buyer ever be entitled to seek different remedies as a consequence of any alleged breach of this Agreement and/or defect or deficiency in the Dog. Further, Buyer expressly agrees that it will never seek monetary damages against Seller for emotional or physical distress relating to any alleged breach of this Agreement and/or defect or deficiency in the Dog.

Seller Responsibilities:

Should the Buyer meet all the above criteria and should a licensed veterinarian diagnose the Dog as having a life threatening, hereditary disease before the Dog turns 24 months of age, the Seller will, in accordance with the California Health and Safety Code pertaining to Dog Breeders:

26. Accept a return of the dog and refund Buyer the purchase price, plus sales tax and reimbursement for reasonable veterinarian expenses up to 100% of the original purchase price of the Dog including sales tax. If the buyer elects to keep the dog, refund Buyer veterinarian expenses up to 150% of the original price of the Dog, including sales tax, **OR**

27. Replace the Dog with one of equivalent and comparable quality from Seller's next available litter if available.

a. If Seller does not have another Dog of equivalent and comparable quality, a refund in the amount of the original purchase price, less any shipping/handling fees paid, and reasonable veterinary fees in an amount not to exceed 100% of the original purchase price of the Dog, including sales tax.

b. This is at the Seller's discretion only

c. Buyer to pay for any shipping/handling costs incurred for replacement Dog

d. Buyer to pay Seller difference in purchase price if the replacement Dog chosen is of higher value than original Dog, not including shipping/handling fees (cost of replacement Dog less price paid for original Dog).

28. Seller reserves the right to a 2nd opinion by a licensed veterinarian of their choice

Statement of Agreement

The parties agree that this Contract was made in the State of California and agree that it shall be governed by and construed in accordance with the laws of the state of California and the parties agree to submit to the jurisdiction of the courts of the State of California for any dispute arising from this Contract or transaction. Venue shall be at San Luis Obispo County, California. Buyer further agrees to compensate and/or reimburse Seller, its partners, directors, officers, shareholders, employees, agents, contractors, sub-contractors, and/or affiliated organizations for all attorneys' fees and other costs of defense.

In order to validate this contract, the contract must be fully completed & signed by the legal new owner of the dog described

herein, as well as signed by the Seller, and delivered to Seller prior to the subject dog leaving Seller's premises. The terms/conditions of the health warranty, including but not limited to replacement of Dog or refund, will be null and void if Buyer fails to complete all conditions, terms and requirements stated throughout this contract and health warranty.

I, as the Buyer of the Dog described in this Contract, assume all risks relating to the actions of the dog. Buyer hereby releases and forever discharges Seller, its partners, directors, officers, shareholders, employees, agents, contractors, sub-contractors, and/or affiliated organizations from all actions, claims and/or demands Buyer, Buyer's heirs, distributees, guardians, legal representatives and/or assignees, now have, or may in the future have, resulting from or relating to the actions of the Dog. Additionally, Buyer shall indemnify Seller from any damages to a third party related to the Dog.

This agreement constitutes the complete agreement between the parties with respect to the subject matter contained herein, and no representations or understandings other than those expressed in it shall add to, vary or modify the Agreement unless the addition, variance or modification is made in writing and signed by the parties. This Agreement supersedes and replaces any and all agreements relating to the subject matter of this Agreement that was previously entered into by the parties.

Upon execution of this contract, all expenses related to the stated Dog, including but not limited to, feeding, training, veterinarian expenses, are the sole and exclusive responsibility of the Buyer.

Seller affirms that the Dog described in this Contract of Sale and Warranty is the Dog delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND APPROVE OF ITS CONTENTS.

_____/_____/_____
Buyer(s) Signature Date

Buyer(s) Name Printed

_____/_____/_____
Seller Signature Date

Central Coast Doodles
1454 Eureka Lane
Templeton, CA 93465
centralcoastdoodles@gmail.com
www.centralcoastdoodles.com

Please return a signed copy of this Agreement to Central Coast Doodles with your non-refundable deposit.