

Smart Doodle Puppies

Dog Health Guarantee, Purchase Agreement, and Spay/Neuter Contract
This contract is between: _____ (Hereafter "Seller") and

_____ (Hereafter "Buyer"(s) and is entered on this date:

Pertaining to:

Puppy's Name:

Birthdate:

Gender:

Sire:

Dam:

Color:

Seller's Responsibility:

1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:

- A. Age-appropriate immunizations
- B. Subcutaneous microchip, numbered _____
- C. Deworming
- D. Veterinarian Health Exam and Records

2. The Seller provides a guarantee against debilitating genetic and congenital defects for a period of two (2) years after the date of sale.

A. Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to prevent hereditary issues.

B. Debilitating congenital defects are defined as those present since birth that are either life threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).

i. Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis.

ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense.

iii. If necropsy is performed and results in undetermined or inconclusive diagnosis, health guarantee is void.

D. If a congenital defect is identified within the guarantee period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter..

i. Original puppy need not be returned, provided there is proper documentation of congenital issue.

ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12 months.

iii. Color or gender is not guaranteed

iv. Shipping fees will not be refunded, and any costs associated with shipping replacement puppy are to be covered by Buyer.

E. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.

F. This guarantee does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.

G. No warranties or guarantees, expressed or implied, are made under this contract except as stated.

H. This guarantee is non-transferable.

3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

Buyer's Responsibility:

1. The Buyer agrees to pay the Seller a total sum of \$_____ This fee does not include shipping.

2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.

3. The Buyer agrees to have the puppy examined by a licensed veterinarian within three (3) business days of taking possession.

A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund.

B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defector illness.

D. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.

E. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe.

4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, (even if the puppy has parasites present when sent home).

A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.

B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).

C. Most parasites can be contagious, and it is possible that other dogs in the house can get them.

D. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.

5. The buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:

- A. Housing the puppy indoors
- B. Feeding only a premium quality, complete food such as PawTree or using a balanced recipe for fresh food.
- C. Maintaining their puppy (dog) at a healthy weight
- D. Having their puppy seen by a licensed veterinarian for a wellness exam annually
- E. Taking their puppy to the licensed veterinarian if he or she gets sick or is injured
- F. Only doing "core" vaccines and any required by your state, but not over vaccinating. Instead, having titers done to confirm immunity.
- G. Administering heartworm preventative medication (if living in an area of concern) or the time of year when there are mosquitos
- H. Administering topical flea and tick preventative medication (DO NOT administer any type of oral flea and tick preventative medication)
- I. Registration of microchip

6. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog. I start way earlier than a year. Please consider Baxter and Bella online, lifetime membership for puppy/dog training. It's amazing and you can get 25% off with our discount code SDP

7. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop. Please refer to exercise guidelines.

8. The Buyer agrees to contact the Seller immediately and surrender the puppy to the Seller if the Buyer determines they are unable to keep their puppy for any reason. The buyer agrees to never rehome the puppy themselves. Any possible refund will be determined on a case by case basis at Seller's discretion once puppy is rehomed by Seller.

9. The Buyer agrees to never place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.

10. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

Spay and Neuter Contract:

1. It is understood that at the time of sale that the puppy is NOT to be used for breeding. It is a representation of its breed, and it is structurally and temperamentally suited for a companion and / or working dog. It is being sold as a pet without breeding rights.

2. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy between the ages of eleven (11) and fourteen (14) months of age.

A. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches 15 months of age. Please see information on why early spay or neutering is not beneficial for your puppy.

B. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the Contract. Failure to comply with this Spay and Neuter Contract will result in litigation where the Seller will sue for damages in the amount of \$30,000 for liquidated damages

AND, Buyer shall be liable to Seller for any and all costs associated with enforcement of provisions of this contract, including but not limited to, attorney fees, court fees, service fees, and incidental costs.

By my signature below, I agree to the Spay and Neuter Contract:

(Buyer's signature) _____

Buyer agrees to send seller at least two photos and updates per year. Initial here. _____

By signing this contract, I agree to all of the previous terms of the contract and health guarantee.

First and Last name: _____

Address: _____

Phone # (____) _____ - _____

Email: _____

Buyer Signature: Date: ____/____/____

Seller Signature: _____ Date: ____/____/____