



Pet Puppy Health, Purchase and Spay/Neuter CONTRACT

Heritage Manor Labradoodles, LLC ("Seller") agrees to sell a Multi-Generational Australian Labradoodle puppy to _____ and _____ ("Buyer(s)") of _____ ("Buyer's Address") on the following terms and conditions:

A non-refundable Reservation/Consultation Fee of Five Hundred Dollars (\$500.00) has been paid by Buyer to Seller prior to the signing of this contract. This fee is applied to the Purchase Price of Puppy.

Seller agrees to sell all rights, title and interest excluding breeding rights which are retained by Seller in the Labradoodle puppy ("Puppy") known as Heritage Manor _____ with microchip number _____ for the purchase price of \$3,000.00. The balance due of \$2,500.00 (plus 8% Ohio Sales Tax for Ohio Residents) is due to be paid immediately upon execution of this Contract.

You have purchased a puppy bred only after careful consideration of the compatibility of the parents based on physical structure, temperament and health, to be as sound and defect free as possible. This puppy has received a physical exam by a licensed Veterinarian and is identified by an individual microchip number. This puppy's health record will indicate that he/she is in good health and up-to-date on

immunizations and deworming appropriate for this puppy's age. This guarantee is not transferable and only applies to this dog, sold by us, to the Buyer recorded above.

If a Veterinarian certifies your Puppy to be ill or to possess a congenital defect within 72 hours of delivery, the cause of which is attributable to the breeder, the Buyer will receive a replacement puppy of equal value from a future litter upon the surrender of the affected puppy. Heritage Manor does NOT cover any medical expenses, transportation expenses or other expenses incurred for puppy's wellness check.

If a Veterinarian certifies your puppy to have a debilitating congenital physical defect resulting in death or euthanasia prior and up to the puppy's second birthdate, the puppy's owner shall receive a replacement puppy of equal value from a future litter, whenever they are ready for one. Shipping fees are NOT included in a replacement situation.

- a) Determination of whether Puppy has a debilitating genetic disease shall be made as set out in this paragraph. If Buyer believes that Puppy has a debilitating genetic disease, Buyer must provide Seller with all Puppy's health care records and a signed statement from a licensed veterinarian that the Puppy has, in the professional opinion of the veterinarian, a debilitating impairment or disease that is genetic in nature, without any reasonable possibility of environmental causation. Seller shall have the right to have Puppy examined by a veterinarian of Seller's choice. If Seller's and Buyer's veterinarians disagree as to whether the disease is a debilitating genetic disease, then those veterinarians will choose a third licensed veterinarian to diagnose Puppy, and that veterinarian's diagnosis will be final. Refund or replacement of Puppy from a subsequent litter of Seller at Seller's option is the exclusive remedy under this paragraph, and Seller shall not

be responsible for any veterinarian bills, transportation expenses or other expenses incurred by Buyer.

Buyer agrees that dogs deserve to live a life free of abuse and neglect. To that end, Buyer agrees to never abuse or neglect Puppy or let puppy be abused or neglected.

Buyer agrees that:

- a) Puppy will not be brought to an unprotected public place (i.e. pet store or dog park) in an unprotected manner until Puppy has completed Puppy's full cycle of puppy vaccinations including, without limitation parvovirus, due to risk of contagious illness or death.
- b) Puppy will not be allowed to use stairs until after 12 weeks of age as it has been shown to damage a puppy's hips and could lead to orthopedic issues such as hip dysplasia.
- c) Buyer will never hit Puppy or allow Puppy to be hit.
- d) Buyer will never use or allow anyone to use electric shock on Puppy including, without limitation, a collar that emits an electric shock or electric fencing.
- e) Buyer will not use COMFORTIS, TRIFEXIS, NEXGUARD or BRAVECTO on Puppy as these have been associated with illness and death. **The use of these products voids all health warranties set out herein.**
- f) Puppy will be housed indoors.
- g) Puppy will be taken to a veterinarian for a check-up at least once every twelve months and all preventative treatment recommended by the veterinarian will be provided.

- h) Puppy will be provided veterinary care if Puppy is ill or injured.
- i) Puppy's outdoor play area will be safe and secure.
- j) Buyer will provide Puppy with adequate daily exercise.
- k) Buyer will not use a tie-out stake on Puppy or put Puppy in a runner.
- l) Puppy will not be allowed to run freely such that Puppy creates a public nuisance.
- m) Puppy will not be allowed to run freely in any area in which it could come in contact with a motorized vehicle, dangerous dog or dangerous animal.
- n) Puppy will not be allowed to live in poor health or unsanitary conditions.
- o) Buyer will start providing puppy/obedience training in an organized class no later than 16 weeks of age and will continue with such training as long as necessary to establish a good foundation. Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, etc.). Buyer assumes all responsibilities for appropriate training to teach acceptable behaviors, and is responsible for proper socialization of the puppy.
- p) Puppy will not be subjected to strenuous, repetitive exercise (i.e. jogging), until after Puppy is over 18 months of age in order to protect Puppy's long-term health and prevent orthopedic problems.
- q) Puppy will not be allowed to become overweight or

undernourished.

- r) Buyer will not socialize Puppy outside their Forever Home during the first month with Buyer. This is paramount to preventing disease exposure to Puppy. Socialization is key to your dog's mental stability.

If the provisions of the preceding paragraph are not met or if Puppy is otherwise abused or neglected:

- a) **Seller may repossess Puppy through peaceful means. All rights, title and interest in Puppy revert to Seller upon said repossession, and Buyer's purchase price and reservation/consultation fee are forfeited.**
- b) **To the extent allowed by law, all Seller's warranties contained in this contract are void.**

Heritage Manor Labradoodles believe that Life's Abundance Food and Products provide the optimum nutritional benefits to best ensure good health and longevity for our puppies and dogs. We so strongly believe that optimum nutrition plays an integral role in the short and long-term health of our dogs and puppies, that we are offering an optional one-year extension to our health guarantee if the following provisions are adhered to:

- 1) The puppy identified above must be fed Life's Abundance Food for the first 36 months of life.
- 2) The owner of this puppy, recorded above, must order Life's Abundance Food at:
<http://www.LifesAbundance.com/HeritageManorLabradoodles> or call Life's Abundance Customer Service at 1-877-387-4564 and

order under Independent Representative, Heritage Manor Labradoodles/Carla Zinser, #20272335 for tracking purposes.

- 3) At any time within your puppy's first 36 months, should your puppy be removed from the Life's Abundance Food, the additional one-year extension of the health guarantee becomes void without exceptions.

This additional year added to your health guarantee is **OPTIONAL**. We believe you should make the ultimate decision on your puppy's food and treats. If you choose to purchase a different food, your health guarantee remains at 24 months.

Puppy is being sold as a pet, and not as a breeding prospect for Buyer. Buyer agrees not to breed Puppy. Buyer agrees to have Puppy de-sexed by a licensed veterinarian no later than Puppy's 7th month birthdate. Buyer must provide proof of de-sexing (on veterinary stationary including Buyer's name and address along with name of puppy and microchip number) to Seller on or before 3 days following Puppy being de-sexed. Upon receipt of proof of spay/neuter, the ALAA registration papers and pedigree information will be provided.

If Buyer fails to de-sex puppy as specified herein, Buyer will pay liquidated damages of \$30,000.00.

Should Buyer breed Puppy, intentionally or unintentionally, Buyer shall be liable to Seller for the value of every puppy produced (\$3,000 per puppy) by said breeding or if said puppies are determined to have no value, \$20,000.00 per litter in liquidated damages.

Buyer shall pick up Puppy from Seller in Walton Hills, Ohio, on _____, at _____ a.m./p.m. If Buyer does not pick Puppy up at that time, Buyer will pay Seller \$30.00

per day until Puppy is picked up. If Puppy is not picked up within 30 days of that date, then Buyer forfeits Puppy and the entire purchase price and Reservation/Consultation fee.

At Buyer's request and at Seller's option, Seller may personally deliver Puppy to Buyer for \$250.00 per day plus all expenses paid in advance.

Without limitation, this warranty does not include diarrhea due to stress or adjustment to a new food, viral illnesses, infections, improper bites, hernias, hypoglycemia, intestinal parasites, *Giardia* or *Coccidiosis*, any illness due to the ingestion of foreign objects, food, chemicals, physical injury, or any condition that is minor, correctable, or that will go away as Puppy gets older. Further, without limitation, Seller is not responsible for hip or joint problems caused by obesity.

Without limitation, Seller is not responsible for any harm that comes to Puppy once in Buyer's possession that results from carelessness, neglect, abuse, accidents, theft, heat or freezing related conditions, or electrocution.

Seller is not responsible for any injury or damage done by Puppy after Puppy is delivered to Buyer, and Buyer will hold Seller harmless if a legal action is brought against Seller for injury or damage done by Puppy after Puppy is delivered to Buyer.

Seller has made a reasonable judgment regarding the eventual size and adult coat of Puppy. However, as these are living beings, Seller does not guarantee the eventual size and there is no guarantee of the eventual color of the coat at maturity. Labradoodle coats may lighten, darken or stay the same color.

Seller makes no other promises or representations to Buyer other than those set out in this agreement.

Buyer agrees to contact Seller immediately if any questions or concerns arise about Puppy, such as housing, diet, health or training. Buyer agrees to consult with Seller before any significant treatment is provided and agrees further to keep Seller informed of any significant treatment as it occurs. This provides Seller with an opportunity to follow up on puppies and gives Seller important feedback and information on the health of Seller's dogs for future generations.

Buyer gives Seller the right to review ALL of Puppy's veterinary records.

Buyer will return Puppy to the Seller immediately if Buyer can no longer look after Puppy at ANY point during Puppy's life. Buyer agrees not to sell, re-home, or otherwise dispose of Puppy without Seller's written consent. If Buyer attempts to sell, rehome, or otherwise dispose of Puppy without Seller's written consent, all right title and interest in Puppy reverts to Seller and the reservation/consultation fee and purchase price are forfeited by Buyer and Seller may repossess Puppy. Seller agrees not to unreasonably withhold consent to re-homing Puppy.

This Contract contains the entire agreement between the parties.

If any provision of this contract or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this contract and the application of such provisions to other persons or circumstances shall not be affected, and the intent of this contract shall be enforced to the greatest extent permitted by law.

This contract and the Warranties set out herein are not transferable.

Should a dispute arise between Seller and Buyer, the Buyer agrees to pay all attorney fees, court costs and expenses. The jurisdiction for

resolving any disputes between Seller and Buyer will be Seller's State of Ohio residence, and the venue will be Seller's county of residence, Cuyahoga County.

I have read, understood and accepted the above as governing my purchase.

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____