

# HML Pet Puppy Purchase and Spay/Neuter Agreement

This agreement ("**Agreement**"), dated as of \_\_\_\_\_, 20\_\_, is between \_\_\_\_\_ ("**Breeder**"), and \_\_\_\_\_ ("**Buyer**"). The subject of this Agreement is the following described puppy/dog ("**puppy**").

- **REGISTRY:** \_\_\_\_\_
- **REGISTERED NAME:** \_\_\_\_\_
- **REGISTERED NUMBER:** \_\_\_\_\_
- **SEX:** \_\_\_\_\_
- **DATE OF BIRTH:** \_\_\_\_\_
- **MICROCHIP #:** \_\_\_\_\_

The Breeder and Buyer agree as follows:

- 1) **Reservation/Consultation Fee.** A non-refundable Reservation/Consultation Fee ("RCF") of \$500.00 has been paid to Breeder. The RCF 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 RCF is non-refundable in all circumstances. If a puppy that meets Buyer's identified preferences is not available when it becomes Buyer's turn to be allocated a puppy from the selected litter, Buyer may elect to have the RCF transferred to the next litter.
- 2) **Purchase Price.** The full purchase price of \$3150.00 ("Purchase Price") plus 8% Ohio Sales Tax is agreed upon with balance due immediately upon execution of this Agreement and prior to Buyer's pickup of the puppy. Any shipping/handling expenses are the responsibility of and shall be paid by Buyer. All payments under this Agreement shall be made in US dollars and paid to the Breeder.
- 3) **Limited Registration.** The above puppy is an Australian Labradoodle and the puppy's litter has been registered with The Australian Labradoodle Association of America (ALAA). Breeder agrees to provide Buyer with ALAA Puppy Registration Certificate upon Breeder's receipt of proof of spay/neuter completed.
- 4) **Transfer of Ownership to Buyer.** The ALAA Puppy Registration Certificate will have an Ownership Transfer Code listed on the certificate. Once you have become a Pet Member and have received your login information, you may transfer ownership of the puppy to you. The puppy shall not be bred at any time and if pups are produced, such offspring will not be eligible for ALAA registration.
- 5) **Unauthorized Breeding.** The puppy is being sold solely as a companion and breeding of the puppy is expressly prohibited. If any time the puppy has produced any offspring, (a) Buyer(s) must return the puppy to breeder immediately and pay Breeder the Breeder's current puppy price at the time of whelping for each puppy in litter 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 and has the right to transfer ownership of the puppy to Buyer. This Agreement is not transferable and only applies to this dog, sold by Breeder, to the Buyer recorded above.
  - b) **State of Health; Short-Term Health Warranty.** The puppy (i) was examined by a licensed veterinarian and found to be in good health at that time and (ii) has had immunizations enumerated in the health records provided to Buyer. Buyer at their own expense, must have the

puppy 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 (the "Examination Period") for the guarantee to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale, the puppy will be returned to Breeder and Buyer will receive a replacement puppy of equal value from a future litter upon the surrender of the affected puppy. The veterinarian must provide a written statement deeming the puppy "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, and (y) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses including canine parvovirus, UTI(s) vaginitis, umbilical hernias or cryptorchidism (male dog's testicles have not completed descent into scrotum).

- c) **Long-Term Health Warranty.** Breeder provides a two-year warranty from the puppy's date of birth against debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" are (i) life altering genetic disease including hip and elbow dysplasia.
- d) **Long-Term Health Warranty.** Breeder provides a two-year warranty from the puppy's date of birth against debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) life altering genetic disease including hip and elbow dysplasia.
  - i) In the event the puppy 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 to a licensed veterinarian of Breeder's choice for examination.
  - ii) **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above the Buyer may keep the puppy and receive reimbursement for any veterinary expenses related to illness (provided that such reimbursements will not exceed the Purchase Price amount).
  - iii) **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.

2) **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 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 18 months of age;
  - 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 (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 to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer.
- f) **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 no later than the puppy's eighth month birthdate and providing proof of such spaying/neutering to Breeder within three business days upon completion. Buyer hereby agrees to pay, as a penalty, the sum of \$25,000 if puppy is not spayed/neutered in accordance with this Agreement.
- g) **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.
- 3) **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to inform Breeder of any major change in the health of the puppy throughout the 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.
- 4) **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. 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.
- 5) **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 before resorting to arbitration, litigation, or some other dispute resolution procedure.
- 6) **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 Ohio without regard to the conflicts of laws and provisions thereof.
- 7) **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:**

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_