



Puppy/Dog Purchase Agreement & Guarantee (Limited Registration)

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

Oklahoma Labradoodles Puppy ID:	Total Purchase Price:
Birthdate:	Additional Fees If Applicable:
Sex:	Breeder Initials indicate paid in full:
Expected Adult Size:	
Expected Adult Color:	Pick up location:
Microchip #:	Pick up window:

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$500 (“**Deposit**”) shall be due and paid to Breeder prior to execution of this Agreement. The Deposit shall be applied to the final Purchase Price. Buyer acknowledges that the Deposit is non-refundable, however, Buyer may elect to have the Deposit transferred to a future litter with availability or another available puppy. Breeder reserves the right to cancel the sale/adoption of this puppy at any time if they feel that the Buyer is not a good match for an Oklahoma Labradoodle puppy. In this instance, the deposit will be refunded in full.

If selected puppy is placed on a medical hold, dies, or is found to have any medical conditions by breeder’s veterinarian, this will be disclosed to buyer and buyer will have the option to have deposit refunded or transferred to another litter.

2. **Limited Registration.** The puppy/dog is an ALAA registered Australian Labradoodle and is being sold with limited registration. Registration documents will be provided in go home packet.
3. **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.
 - 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 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 within 72 hours of exam for a full refund of the Purchase Price. Buyer is responsible for all transportation costs. 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, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, underbites/overbites, vaginitis, stenotic nares, cherry eye or umbilical hernias.
- c. Long-Term Health Warranty. Breeder provides a 2-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 but is not limited to early onset Elbow Dysplasia, early onset Hip Dysplasia (must receive an OFA preliminary score of Mild, Moderate or Severe), Congenital Cardiac defects, Patella defects, and (ii) expressly do not include Hip Dysplasia diagnoses after 2 year warranty, cryptorchidism, teeth or mouth issues, eye issues such as eyelid entropion or cherry eye, and allergies. 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.
 - i. If dog develops early onset hip/ elbow dysplasia, buyer must provide written statement provided by their veterinarian that the dog is not overweight. This statement must be provided to breeder to receive a refund. If dog is overweight, refund will be provided at the Breeder's choice.
 - ii. Health Warranty is void if Buyer feeds a raw or other "Buyer cooked/created" diet or uses oral flea/tick prevention such as Bravecto.
 - d. Returns/Refunds for Health Concerns. 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 (A) 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) OR (B), return puppy to Breeder and receive a replacement puppy, given that a replacement puppy is available. Refunds are only given at Breeder's discretion.
 - e. Returns/Refunds for Other Reasons. Buyer may choose to return puppy to Breeder at any time in the dog's life. Partial Refund (Deposit is nonrefundable) will only be given to Buyer for 7 days following the transfer of this dog to the Buyer. Puppy must be in the same condition as when it was transferred to the Buyer. If Puppy is injured, sick or traumatized, Breeder has the option to revoke the refund. If Buyer chooses to return dog after this 7 day window, no refund will be given.
 - f. 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.

4. 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. All Veterinary care costs are the sole responsibility of the Buyer.
- 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, the puppy/dog may be returned to breeder. No refund will be given after 7 days of Buyer's ownership. (See section 5. d/e.) Buyer will not surrender dog to shelter/pound.
- 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/dog no later than the age of 8 months of age. Buyer has signed sterilization contract from SpaySecure. Proof of sterilization must be submitted to SpaySecure. If Buyer fails to desex puppy by 8 months of age, buyer owes breeder \$7500 for breeding rights.
- 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.

5. Ongoing Communications. Breeder agrees to provide support via email to Buyer for the lifetime of the dog.

6. **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. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
7. **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 Oklahoma without regard to the conflicts of laws provisions thereof.
8. **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: Jena Edmond

Phone: 405-638-10355

Email: Jena@OklahomaLabradoodles.com

Breeder Signature: _____

Date Signed: _____

Buyer:

Name: _____

Email: _____

Phone: _____

Address: _____

City, State, Zip: _____

Buyer Signature: _____

Date Signed: _____