



## GOLDENDOODLE PURCHASING CONTRACT

This agreement is between (Seller) Pinecrest Doodles of Newburgh, ON and:

(Buyer) \_\_\_\_\_

It is agreed between Seller and Buyer as follows:

**DESCRIPTION OF DOG** – The dog sold pursuant to the terms of this agreement is as follows:

Sex: \_\_\_\_\_ Whelped: \_\_\_\_\_

Color: \_\_\_\_\_ Microchip # \_\_\_\_\_

### SELLER'S REPRESENTATIONS

The following conditions apply to the sale of the aforementioned dog:

The Buyer has FIVE days from the time of purchase to have the dog examined by a veterinarian and to personally inspect the dog. Any request to return the dog to the Seller must be made within this time period and must be accompanied by a written statement from a veterinarian describing all problems found. A warranty against genetic defects is provided for two years after the date of sale, related cumulative reimbursement limited to 50% of the purchase price. Genetic defects that qualify for reimbursement are those related to hip, heart, elbow, patella, eye, or life-threatening issues. Reimbursement for genetic defects will be made only when a second opinion from a qualified veterinarian and proof of surgery expenses are provided. An official OFA hip rating will qualify as a second opinion. Umbilical hernia repairs will be reimbursed up to \$200. In the rare case of death, the puppy will be replaced free of charge if under 2 years of age. A necropsy report completed by a qualified vet must show the cause of death was caused by a genetic issue. Shipping fees are at the buyer's expense. Seller agrees to rehome the dog should the original purchaser so request. Warranties shall apply only to the original purchaser. This warranty is void in the event of an indeterminable or inconclusive diagnosis. Transfer of dog ownership shall void all such provisions of this agreement. Seller makes no guarantee this dog will not shed or cause an allergic reaction. Buyer understands that Seller's prediction of coat type, height, and weight at adulthood are estimates only and are based on Seller's goal to match puppies with families appropriately.

Pinecrest Doodles provides a certificate for 30 days of free health insurance through Trupanion that has to be activated by the customer. Any warranty issues within the first 30 days will be paid out only for the deductible incurred. It is your responsibility to enroll your puppy within the first 24 hours of possession with Trupanion to enact this free coverage.

Initials \_\_\_\_\_/\_\_\_\_\_



This dog must be spayed or neutered before 12 months of age and failure to have this done will void the health warranty. Proof of spay/neuter must be provided to Pinecrest Doodles within 30 days of the procedure being completed to maintain your warranty. Failure to have this dog spayed or neutered prior to 13 months of age will require the purchaser to pay the seller five times the purchase price. Proof of spaying/neutering by 12 months of age must accompany any request for warranty reimbursement. This puppy is being sold as a family pet and does not convey breeding rights. If this puppy is bred, the purchaser agrees to pay the seller ten times the purchase price of this puppy for every litter produced. All legal fees to enforce this contract will be the responsibility of the buyer.

Initials \_\_\_\_\_/\_\_\_\_\_

Under no circumstances shall the Seller be liable to the Buyer or to any third party for a dog that has been subjected to abuse, accident, negligence, or misuse. Also, under no circumstances shall the Seller be liable for any consequential incidental or special damages resulting from or in any manner related to the dog.

Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer.

#### **CONSIDERATION**

This dog, identified in Section 1, is being sold for the sum of \$ \_\_\_\_\_, payable in full at the execution of this contract. In the event that said funds are not readily collectible by the Seller, for example, a refusal by a bank to honor a check tendered by the Buyer for the dog, the parties agree that the Seller shall have the right to recover from the Buyer all reasonable attorneys' fees and court costs incurred in connection with obtaining full payment.

#### **MAINTENANCE**

Buyer agrees to maintain this dog in good health, provide preventative health care including, but not limited to, inoculation (vaccines), internal parasites, and -where indicated- heart worm preventative medication. It is agreed that your Goldendoodle will be housed indoors and fed quality food. It is also agreed that you will maintain the dog at a healthy weight. Buyer agrees to postpone strenuous, repetitive exercise (such as agility training or running miles a day) until a minimum of one year of age. Buyer agrees to provide basic obedience training within the first year of ownership. Buyer agrees to never place this dog in a shelter, pound, or similar facility including a research laboratory.



**CONFIDENTIALITY OF DISPUTES**

Buyer and Breeder agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not be interpreted so as to prevent either party from bringing legal action or engaging in confidential mediation as herein provided.

**FULL AND FINAL AGREEMENT**

The parties agree that this writing represents the entire Agreement between them and that no other representations, either oral or written have been made regarding the dog described above. The parties further agree that no changes in this contract shall be binding upon either of them without written modifications signed by both parties.

Buyer agrees that he/she understands this contract fully.

Buyers Signature: \_\_\_\_\_

Buyers Address/ Phone Number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sellers Signature: \_\_\_\_\_

Date: \_\_\_\_\_