

Elite Golden Doodle Puppy Purchase Agreement (This contract consists of 6 pages)

This contract is between Natalie Lawrence , herein after referred to as SELLER and, herein after referred to as BUYER(s) \_\_\_\_\_ Address: \_\_\_\_\_

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

SELLER agrees to sell the following puppy:

Sex: \_\_\_\_\_ DOB: \_\_\_\_\_ reed: Goldendoodle, Type: \_\_\_\_\_, Color: \_\_\_\_\_

For the sum of: \_\_\_\_\_ (This is your receipt).

The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care.

This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition, which consists of a good quality balanced raw feed diet, or if buyer elects not to feed raw, then professional feed that is 100% Grain Free, given at regular intervals, fresh water available at all times.

\*\*\*Acceptable commercial dog foods (must be PREMIUM adult formula only and 100% grain free such as: "Taste of the wild"/ "4Health grain free"/ "Wholesome" Grain free & Gluten free (@"Tractor supply") -not that's bought at a supermarket. Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision.

\*We recommend a natural BALANCED raw diet as this is what your puppy is having here & is used to. It is also recommended to keep the puppy on the same diet it is used to prior to purchase for a minimum of 10 days to avoid digestive issues while puppy is still adjusting in its new home. If at any time the Buyer can no longer retain possession of this dog, seller will take dog back for rehoming with no questions asked. No fees will be exchanged or asked for. This is to guarantee that our puppies will never be placed in a shelter or humane society. The Buyer agrees to contact the Seller immediately if any questions or concerns arise about the dog, such as housing, diet, or health.

\*\*No Returns for Monetary Refund-all sales are final. \*Puppies that are paid off in advance for the purpose of being trained, shipped, or being boarded and awaiting shipping, are considered sold and no monetary refunds will be issued for changing your mind- it is considered to be a final sale even if puppy didn't leave our location on the sale date. Such puppy was marked sold and not offered to others which results in a loss of sale for us if you change your mind for any reason or cannot follow through with getting the puppy.

Elite Goldendoodles will not accept any returns of the puppy for monetary refund for any reason including, without limitation, allergies, landlord/tenant restrictions, marital issues, puppy adjustment, canceled shipping or for any other reason. Puppies need time to adjust to their new surroundings – before deciding your puppy isn't working out, give us a call here at Elite Goldendoodles so we can help you figure out if any discomfort you or your puppy are having is routine adjustment or something bigger. **Puppy Must Be Returned** If Customer Cannot Care for It. In the event buyer is unable or unwilling to care for the puppy at any time during the puppy's life, buyer agrees to contact Elite Goldendoodles immediately regarding rehoming the puppy. If buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or credit, and buyer will be responsible for all travel-related costs. Upon any such surrender, Elite Goldendoodles shall use commercially reasonable efforts to find a new home for the puppy through Elite Goldendoodles proprietary rehoming program.

Buyer#1: \_\_\_\_\_ Date: \_\_\_\_\_ Seller initials: NL

Buyer#1 Printed: \_\_\_\_\_

Buyer#2: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer #2 Printed: \_\_\_\_\_

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If Registration papers are available, they will be provided to the seller upon proof of sterilization of the puppy.

a. This must be an official document provided by the vet accompanied by the payment receipt of the procedure done AKA - Spay/Neuter Certificate. No surgical procedure paperwork will be accepted.

b. After such proof, seller shall send the CKC registration paperwork to buyer if available.

c. It is understood at the time of sale that this is a pet quality dog and it is representative of its breed and is not to be used for breeding.

d. Puppy must be spayed/neutered by the age of 12 months old.

Buyer understands that while we expect puppies to be non shedding, seller cannot guarantee a non shedding puppy due to the nature of breeding **two very different breeds**, nor can guarantee the shade, color or adult hair texture. Puppy coat should be expected to shed out and unusual spots on fur with different feel and or texture can be normal for the golden doodle. These spots usually even out as puppy ages. No refunds or exchanges will be given for a coat type, texture or color that buyer becomes unhappy with. Size is also not guaranteed nor is temperament, as Goldendoodles can take after either breed or both.

**Clause 1. Attorney/court Fees** In the event that buyer breaches this contract: Any litigation, arbitration, or other proceeding by which seller either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the seller shall be awarded its reasonable attorney fees, and costs and expenses incurred from any lawsuit resulting from breaching this contract. Any lawsuit pertaining to this contract shall take place in Dickson county TN.

**Clause 2. Chargebacks:** Charge back for any amount of money paid is considered breach of contract (Breach of contract penalty alone is \$2000)

All of the above mentioned buyers will be liable for any chargebacks in the event that one occurs and clause #1 will then be enforced.

**Clause 3. Counterparts; Electronic Signatures** This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically and emailed.

**Clause 4. Puppy pick up date:** Started puppies have an advanced pre-set pick up date after their 14 day training have been completed. Your puppy's pick up date is 14 days after it was paid in full in advance. If puppy is not picked up by that date, a boarding fee of \$35 per day will apply until puppy is picked up unless breeder finds it beneficial for puppy to stay a bit longer-in which case no fees will apply.

**Clause 5. Shipped puppies**-Buyer to arrange for shipping and notify Seller of the pick up date and time within 48 hours of purchase time. Puppies shipped will be held for up to 10 days free of charge while awaiting shipping. If 10 days have been exceeded, buyer will pay seller a boarding fee of \$35 per day until puppy leaves Seller's location and any unpredictable expenses pertaining to puppy care. Buyer is responsible for puppy safety from the time puppy leaves Seller's location and is advised to choose a shipper that is fully insured to cover any loss while in transit. Puppy is owned by Buyer from the time of purchase and is boarded free of charge for the first 10 days as a courtesy only. Seller is not responsible for any unpredictable predicaments such as illness, loss etc. occurring while puppy is still under Seller's possession and will be reimbursed for such if Seller incurs any expenses. Seller will do their best to keep said puppy safe and healthy.

Seller(printed):NatalieLawrence Seller: \_\_\_\_\_ date | /2021

By signing this contract, the buyer is indicating in a legally binding manner that they have read, understand, and agree to all conditions and terms contained within this contract. This entire contract is Agreed, accepted & understood to this date: \_\_\_\_\_

Buyer#1: \_\_\_\_\_ Date: \_\_\_\_\_ Seller initials: NL

Buyer#1 Printed: \_\_\_\_\_

Buyer #2 \_\_\_\_\_ Date: \_\_\_\_\_ Buyer #2 print: \_\_\_\_\_.

Spay/Neuter Agreement

Puppy's Microchip Number: \_\_\_\_\_

D.O.B: \_\_\_\_\_ Puppy's Name: \_\_\_\_\_

This paper is to act as a receipt and spay/neuter contract. It is to prove that you, the buyer, has paid for said puppy described on this receipt. Permanent ownership of this puppy is contingent upon your compliance with this agreement. Proof of the spay /neuter surgery must be received by \_\_\_\_\_ within fourteen (14) days after the surgery.

The breeding of our dogs WITHOUT breeding rights is not an option. By purchasing a Goldendoodle puppy, you are here by agreeing to spay/neuter your puppy within 11-12 months old and NOT to breed your Goldendoodle. Our bloodline of Goldendoodles is of great importance to us and we selectively breed for health, temperament and conformation; we therefore require additional testing, and breeding control over our line. **We will pursue any legal action** available if you decided not to honor the agreement detailed below. It is the responsibility of the **BUYER**, not the veterinarian, to ensure that Elite Goldendoodles has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the contract, and BUYER will pay to transport this dog back to Elite Goldendoodles and will not be entitled to a refund.

1. Buyer must send veterinarian's proof of "**Spay/neuter certificate**" with the veterinarian's state license number and his/her signature for verification to Elite Goldendoodles, as soon as the surgery has been completed and must be before the date listed below.
2. The **Spay/Neuter certificate must include the microchip ID number** scanned and verified by your veterinarian and must match the puppy's microchip ID number initially implanted by the breeder. **Vet must include this number on the certificate.** Paperwork must describe the dog altered: Breed, color, DOB, dog's name and owner information.

By my signature below, I agree to have this puppy spayed/neutered by no later than 11 months, on \_\_\_\_\_ and I understand that this spay/neuter agreement is an agreement that this puppy will not produce a litter of puppies either as purposely bred or by accidental breeding. Accidental breeding is considered neglect and the puppy/dog will be returned to the breeder and all puppies born from any breeding, accidental or otherwise, will become the property of Elite Goldendoodles. You also agree that should puppy not be spayed/ neutered that you will return said puppy back to Elite Goldendoodles with no refund for purchase price, and that Elite Goldendoodles has the right to seize said puppy back from the buyer.

Buyer#1: \_\_\_\_\_ Date: \_\_\_\_\_ Seller initials: ML

Buyer#1 Printed: \_\_\_\_\_

Buyer #2: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer #2 Printed: \_\_\_\_\_

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A. Failure to provide to the breeder the proof of spay/neuter of this puppy by 12 months of age by \_\_\_\_\_, you are also showing agreement to, that should puppy not be spayed/ neutered that you, the buyer, will return said puppy back to Elite Goldendoodles and the purchaser will deliver or pay to deliver the puppy and return it in good health to the breeder and surrender puppy to breeder without financial restitution or compensation of any kind.

B. If not spayed/neutered, before the date above, then the additional penalty due, to breeder, is \$2,000.00 additional to the pet price for breach of contract, price of transporting the puppy back to breeder, court costs, and reasonable attorney's fees will be recouped from the buyer.

C. Further, buyer agrees to pay Elite Goldendoodles \$2000 per puppy, should any puppies be born as a result of failure to spay or neuter, if Elite Goldendoodles is unable to seize any puppies resulting from the breeding for any reason.  
Elite Goldendoodles estimates that size of litter consists of 10 puppies in this case, which is a common number of puppies that a big breed such as this can produce.

D. Further, purchaser agrees to let breeder visit the puppy at any time upon a 48 hour notice to purchaser.

E. When proof of Spay/Neuter certificate is provided to seller, seller will register buyer as the sole owner with the microchip registry and will take her name off of the microchip data base registry.

F. Buyer must notify Seller within 30 days of their new address if they move.

**G. Puppy Must Be Returned** If Customer Cannot Care for It. In the event buyer is unable or unwilling to care for the puppy at any time during the puppy's life, buyer agrees to contact Elite Goldendoodles immediately regarding rehoming the puppy. If seller agrees for buyer to re home the puppy on their own, puppy must be first neutered/Spayed on Buyer's expense beforehand and same proof must be sent to Seller as in this agreement *before* puppy is adopted into a new home.

H. If puppy/dog has been re homed without the Seller's permission and/or without being spayed/ Neutered beforehand, section A.,B. and C. will be enforced to the full extent of this Spay/Neuter agreement.

Buyer#1: \_\_\_\_\_ Date: \_\_\_\_\_ Seller initials: ML

Buyer#1 Printed: \_\_\_\_\_

Buyer #2: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer #2 Printed: \_\_\_\_\_

### Health Guarantee & conditions

#### Year 1 Health Guarantee

If within one (1) year of puppy's, this dog is found to have a congenital or hereditary condition which is life threatening, and certified by two (2) duly licensed unrelated doctors of veterinary medicine (DVMs) of Purchaser's choosing, and if Seller is notified within five (5) business days of the first veterinarian's determination, the Seller will provide a replacement puppy of equivalent value. Seller reserves the right to obtain a third opinion of Seller's choosing to determine the congenital or hereditary condition. All laboratory verification must be done by a licensed DVM. Seller is not responsible for vet fees, shipping costs or any other bills acquired by buyer.

**Your Obligations: YOU MUST FULFILL THESE OBLIGATIONS, AS EXPLAINED HEREIN, OR THIS HEALTH GUARANTEE WILL TERMINATE AND BECOME NULL AND VOID\***

***You must have your puppy examined by a licensed veterinarian within two (2) business days of receipt of the puppy, for the puppy's New Puppy Examination (NPE) and, to ensure the health of your dog and a fecal test determining parasites such as Giardia and coccidia.***

If within 2 business days of the receipt of the puppy and after being examined by a licensed veterinarian puppy is found to have a congenital or hereditary condition which is life threatening, Puppy must be returned to seller immediately (dead or alive) with a vets written health documentation within 3 days so a replacement puppy can be given.

a. A copy of the examination (**Medical REPORT**) for the NPE **must be sent to Elite Goldendoodles by e-mail (exclusivelydoodles@gmail.com) within four (4) days of receipt of the puppy. Receipt for services rendered is NOT an NPE report!**

b. This guarantee is null and void **if puppy has received more than 2 distemper vaccines in the first year of his life, or if dog received any more distemper vaccines in adulthood before 3 years old. We follow Dr. Becker and Dr. Schultz vaccination guidelines. (see link on last page)**

c. This guarantee is null and void if puppy is given artificial treats (e.g. processed rawhide, pig ears, nylabone) or fed commercial food that contains grain.

d. Buyer MUST keep and present all receipts for dog food bought.

e. Buyer MUST keep and present puppy shot record provided by a licensed veterinarian.

f. This guarantee is non transferable. Should buyer relinquish ownership of puppy for any reason, guarantee is null and void.

g. Your puppy comes with up to date vaccinations. You therefore **Must not vaccinate the puppy within the first ten (10) days of receiving the puppy** to avoid over vaccination. Breeder starts vaccinating at 12-16 weeks old if puppy is still in breeder's possession.

**Years 1-3 Health Guarantee** — If, after the first year, but before the puppy turns 3 years old, your puppy is found and certified by two (2) duly licensed DVMs to have a life threatening congenital or hereditary condition, and if Seller is notified within five (5) business days of the first veterinarian's determination, the Seller shall issue a credit of 50% off of the purchase price towards the purchase of a replacement puppy from Seller. If prices differ from the original price paid at the time credit is requested, seller will grant 50% off of the original purchase price of the first puppy.

Buyer may choose to keep the first puppy purchased or return it to the breeder. Seller is not responsible for vet fees, shipping costs or any other bills acquired by buyer.

This guarantee is non transferable. Should buyer relinquish ownership of puppy for any reason guarantee is null and void. Buyer#1: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_ seller's initials: ML

**Your obligations**

YOU MUST FULFILL THESE OBLIGATIONS, AS EXPLAINED HEREIN, OR THIS HEALTH GUARANTEE WILL TERMINATE AND BECOME NULL AND VOID\*

a. You must visit the veterinarian on a regular basis ensuring your dog receives proper health checkups and timely inoculations.

b. *You must not give your puppy anymore Distemper vaccines past the first year of life.*

c. Buyer MUST keep and present puppy shot record provided by a licensed veterinarian.

d. If your dog's breed is prone to hip dysplasia, do not over-feed or over-exercise your dog and, regardless of breed, do not over-exercise your dog during his or her growth period, and **do not** feed puppy food formula.

This guarantee is non transferable. Should buyer relinquish ownership of puppy for any reason, guarantee is null and void.

Buyer understands that seller is not a large kennel facility and therefore has limited puppies per year. Buyer understands that if puppy must be replaced there may be a waiting period for next litter and that new puppy will be a form of Golden doodle but may not be an exact puppy type that they have originally purchased.

*This guarantee does not cover* accidental death such as drowning, accident, choking etc., Puppy worms, ear infections, diarrhea, Parvo virus, Canine Distemper, or parasite induced diseases such as Giardia & Coccidia, any external parasites, UTI, puppy vaginosis and other curable normal puppy ailments are not of concern and are treatable. Puppy will not be refunded or replaced for said ailments. Please be careful with your new puppy! Highly contagious disease exists and can be caught in a pet store, dog park, side of road, or even a friends backyard. Puppies here never leave the premises and have no way of getting communal diseases.

**Travel/Shipping/Delivery** -As soon as the puppy is ready for travel, the puppy will typically travel within seven to fourteen days of the effective date of this Agreement. Occasionally, a puppy may need additional time with its breeder before travel. The final determination of the travel date for the puppy is made by the puppy's breeder and the breeder's veterinarian, with the health of the puppy being the primary determining factor. Transportation of the puppy is provided by, and generally arranged through, third parties. Occasionally, there may be delays for numerous reasons, including, but not limited to, weather, temperature restrictions, logistics, mechanical failure or other unforeseen events. Elite Goldendoodles shall not be liable, directly or indirectly, for any delays, including, without limitation, those that may cause Customer inconvenience or financial loss by third parties or otherwise and nor shall any delay be a valid cause for cancellation of Customer's purchase of the puppy. Customer is advised to purchase travel insurance in advance of pet delivery to offset and loss resulting from the delivery of the puppy. Customer understands and agrees that no refund shall be provided by Elite Goldendoodles due to any airline/airport delays or cancellations of the puppy's flight, transport accidents resulting in death of the puppy whether such travel is domestic or international. Customer is solely responsible for any required documentation, health reports, travel insurance or vaccinations that may be necessary to transport the puppy into any state. Puppy shall be paid in full and in advance including; Purchase price, crate, airfare, USDA vet health certificate and all expensed pertaining to shipping.

Buyer#1: \_\_\_\_\_ Date: \_\_\_\_\_ Seller initials: ML

Printed: \_\_\_\_\_

Buyer#2: \_\_\_\_\_ Date: \_\_\_\_\_ Printed \_\_\_\_\_



