

# Sweet Magnolia Doodle

## Dog Health Warranty, Purchase Agreement and Spay/Neuter Contract

This Agreement made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ provides the terms for the Buyer named below (referred to as "Buyer") to purchase the pet described below (referred to as "Dog") from Sweet Magnolia Doodles (referred to as "Seller").

<b><u>Seller/Breeder</u></b>		<b><u>Buyer</u></b>		<b>Filled out by "Buyer".</b>
<b>Contact:</b> Courtney Olecki		<b>Name:</b>		<b>Contact Pref:</b> Call_____
				Text_____
				Email_____
<b>Cell Phone:</b> 440-309-5108	<b>City:</b> Lagrange	<b>Cell Phone:</b>		<b>City:</b>
<b>Email:</b> <u>themagnoliagoldens@gmail.com</u>	<b>State:</b> OH	<b>Email:</b>		<b>State:</b>
<b>Address:</b> Parsons Rd., Lagrange, OH 44050	<b>Zip:</b> 44050	<b>Address:</b>		<b>Zip:</b>

## Description of Dog To Be Filled Out By Breeder

<b>Breed:</b> Goldendoodle will note <b>Generation</b>	<b>Dam:</b>
<b>Birthdate:</b>	<b>Sire:</b>
<b>Description:</b>  <b>Name</b> _____  <b>Sex</b> _____ <b>and Color</b> _____	<b>Microchip:</b>

### **Seller's Responsibility:**

1. **The seller guarantees that the puppy is in good health (minus potential Intestinal Parasites, UTI, Ear Infection, or Allergies) and has received the following:**
  - A. Age-appropriate immunizations**
  - B. Subcutaneous microchip**
  - C. Deworming**
  - D. Health certificate (available at the time the Buyer takes possession)**
  
2. The Seller provides warranty against debilitating congenital defects and life altering genetic conditions for a period of two (2) years after the date of sale.
  - Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to prevent hereditary issues.
  
  - Debilitating congenital defects are defined as those present since birth that are either life- threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

- Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies). Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis.
- A warranty for hip dysplasia, elbow dysplasia, eye conditions that are genetic in origin and genetic heart disorders that are serious enough to require treatment, until 24 months of age. Should dog be found to have any of these stated, life-altering conditions within its first two years, BUYER must provide SELLER with a copy of the OFA report. A veterinarian cannot make the diagnosis, it can only be made by OFA, Penn Hip, or other accredited hip specialist certifiers and the puppy must be sedated for the radiograph to be taken. We reserve the right to confirm the results before a 50% refund is provided. Should results from OFA / Penn HIP indicate that an injury may have occurred that caused or contributed to the issue, no reimbursement or replacement will be provided.
- Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
- If a congenital defect is identified within the warranty period of 24 months, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter or receive 50% refund of purchase price within ninety days of receiving official diagnosis.
- Original puppy need not be returned, provided there is proper documentation of congenital issue.
- Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12 months.
- **Color, gender, or size is not guaranteed**

- If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.
- **This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), UTI's, cancer or endocrine disorders. These are considered common occurrences. Bites are recessive and can pop up even in clear parents. Stress can bring on coccidia or giardia when they move to a new environment as it lays dormant. It also does not include any illness due to the ingestion of foreign objects, neglect, food, chemicals, accidents or physical injury.**
- The Breeder warrants that the Dog has a sound temperament that is typical of the breed. If a defect in temperament is not shared between three or more littermates, it is deemed that the defect is the result of unsuitable handling and/or training by the Buyer. If this temperament is found in three or more Dogs in the litter it is agreed the Buyer will return the Dog. The Buyer also agrees that its remedy is limited to the Breeder replacing the Dog free of charge with another dog of the same breed within 12 months of the return of the Dog. All shipping and transportation fees of the Dog (and the replacement dog) are the Buyer's sole responsibility.
- The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy, weight and size based on parents genetic testing. However, this judgement does not guarantee the eventual coat type or size of the dog, nor is there a guarantee of the eventual allergy-friendliness, degree of shedding, or color of the coat at maturity. We do our best at predicting, but recessive genes can occasionally come through.
- No warranties or guarantees, expressed or implied, are made under this contract except as stated.
- This warranty is non-transferable.

3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

### **Buyer's Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of \$ \_\_\_\_\_. This fee does not include shipping. If shipping is required, the Buyer agrees to pay \$\_\_\_\_\_ for shipping, which includes a travel crate and a health certificate.
2. The Buyer agrees to pick up puppy on this specific pick up date \_\_\_\_\_, unless prior arrangements have been made between the Buyer and Seller. If the Buyer fails to pick up puppy by above date without arrangements made a boarding fee of \$\_\_\_\_/day will incur until picked up.
3. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.
4. The Buyer agrees to have the puppy examined by a licensed veterinarian within **three (3) business days** of taking possession.
  - If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund.
  - The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
  - **If the puppy is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.**

- Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.
- Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe. You can also use the soft sided carriers for transport until puppy is fully vaccinated. Remember all four off the floor!

4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, (even if the puppy has parasites present when sent home).

- If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
- It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
- Most parasites can be contagious, and it is possible that other dogs in the house can get them.
- Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.

5. The buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:

- Housing the puppy indoors

- Feeding only a premium quality, complete food intended for dogs. We highly recommend Nutrisource large breed puppy, Nutrisource turkey and rice, Nutrisource trout and rice, or Open Farm for our puppies.
  - Maintaining their puppy at a healthy weight
  - Having their puppy seen by a licensed veterinarian for a wellness exam annually
  - Taking their puppy to the licensed veterinarian if he or she gets sick or is injured
  - Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association
  - Administering heartworm preventative medication (if living in an area of concern)
  - Registration of microchip
6. **The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.**
7. **The Buyer agrees to postpone/minimize strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop. Example lots of stairs, heavy running, and jogging.**
8. **The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason. The dog is to be returned to the Breeder at the Buyer's expense. In the Breeder's sole discretion, compensation up to half of the purchase price of the Dog stated in the Agreement, minus deposit, may be reimbursed to the Buyer in the event of a return within two (2) weeks of the Pick-up Date.**

9. The Buyer agrees to **never** place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.
  
10. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

### **Spay and Neuter Contract:**

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy **between 12 and 14 months of age, females need to have one heat prior to spaying also.** Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches **15** months of age. ideally waiting till 14 months is best!

- If the Seller does not receive this documentation within this time, the warranty will become null and void.

**2. It is understood that at the time of sale that the puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion and / or working dog. It is being sold as a pet without breeding rights.**

**If found to have bred above dog without breeders approval and breeding rights purchased for this dog a "Breeding Dog Fee" will be collected in the sum of \$9,000 for cost of breeding dog. If necessary, legal action will be taken to collect damages and Buyer will be responsible for all legal fees. This matter would be handled in a court of law, that place of jurisdiction is Lorain County, Ohio.**

**Should the buyer choose to pursue matters in the court of law, that place of jurisdiction is Lorain County, Ohio. The buyer will also be responsible for any attorney fees that the seller incurs.**

**By signing this contract, I agree to all of the previous terms of the contract and warranty, I also acknowledge I am receiving a copy of this contract, and that this a complete Bill of Sale.**



<b>First and Last Name:</b>	<b>Phone Number:</b>
<b>Address:</b>	<b>Email:</b>

Buyer Signature: \_\_\_\_\_

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

Seller/Breeder Signature: \_\_\_\_\_

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