

Shadow Mountain Australian Labradoodles
Southern Branch
Jena Braun
*Contact information will be added
to official contract*



COMPANION PUPPY PURCHASE AGREEMENT

Agreement is made between Shadow Mountain Australian Labradoodles INC.
("Seller") and the Purchaser set forth below ("Buyer")

I. BUYER'S INFORMATION:

Name: _____

Phone: _____ Email: _____

Address: _____

Seller hereby transfers to Buyer the following Companion Puppy described below
("Puppy"):

Description:

Dam: _____ Sire: _____

Gender: _____ Date of Birth: _____

Approximate Adult Size: _____ Approximate Adult Color: _____

Microchip Number: _____

II. PURCHASE PRICE: \$3,000

\$500 Deposit received on:

Total due: \$2,500 at pickup

Paid in full on:

Seller Initials: _____

PAYMENT: Please make all payments payable to Jena Braun. A deposit of \$500 will hold a reservation for a specific litter, for the prospective Buyer. The deposit is payable by PayPal. (The deposit is transferrable to another litter, if a mutually agreeable match is not made when the puppies are 8 weeks of age). **The remaining balance is to be paid by cashier's check or cash**

III. SPAY/NEUTER The Puppy has not been desexed prior to transfer to buyer. **The buyer must have the Puppy desexed prior to 6 months of age.** Proof of such must be sent the breeder within 10 days of desexing the puppy. This is a private agreement and is not be shared with other parties, including prospective buyers and other breeders.

Spay/ Neuter Agreement: The breeding of our dogs without breeding rights is not an option. By purchasing a puppy from Shadow Mountain Australian Labradoodles INC, you are hereby agreeing to Spay/Neuter the puppy within 6 months of the puppy's birthdate. The bloodlines of our dogs, including, health, temperament, conformation, soundness and type is of great importance to us. Therefore, we require testing and breeding control over our lines.

Buyer will not use the Puppy/ Dog for breeding. THIS IS NOT A BREEDING DOG TRANSACTION. Should the buyer breed the Dog, Buyer shall pay Seller and additional fee for breeding rights in the amount of \$10,000. Prior to breeding, a minimum health testing is required, as follows (OFA hips of good or better, elbows normal, CAER, Patella, Cardiac, and PRA all clear/normal). Seller further makes no presentation or warranty as to the minimal health testing results. Any and all expense for health testing is the responsibility of the buyer.

Buyer Initial _____

IV. REPRESENTATIONS AND WARRANTIES: Seller Warrants/Buyer Agrees: 1. Seller has clear title to the Puppy. 2. Puppy will be in good health on the date of delivery/pickup as set forth in the Health Warranty. 3. Seller will provide a three-generation pedigree of the Puppy, which to the best of Seller's knowledge, will be certified as correct. 4. Seller will provide up to date health records including all vaccinations and de-worming for Puppy, at time of transfer to Buyer. 5. Puppy will have permanent identification by microchip. Registration information will be provided to the Buyer.

Indemnification and Risk of Loss: Should the Puppy die after the Buyer applies his/her deposit to such Puppy, but prior to being transferred to the Buyer, the Buyer will be given the following options: (a) to choose another available Puppy (b) wait for the next available Puppy with Buyer's preference(s) from a future litter; or (c) request a refund of the deposit. Risk of Loss for any reason, other than as specified in the Health Warranty paragraph below, for the applicable Puppy will pass to Buyer when Buyer takes possession of the Puppy at Seller's kennel or upon arrival at the Buyer's airport.

V. HEALTH WARRANTY: Seller recommends the Buyer purchases Pet Insurance. To the best of the Seller's knowledge this puppy is free from congenital and hereditary disease or defect. Seller has taken every reasonable precaution to ensure the physical soundness and temperament of the dog. To the best of the Seller's knowledge, the Puppy's Sire and Dam are free of congenital or hereditary disease or defect.

Upon receipt of the Puppy, Buyer has 72 hours to take the Puppy to a licensed veterinarian of their choice to determine the Puppies physical condition. Puppies have immature immune systems, they have not completed all their shots. Buyer agrees to not expose puppy to any public surfaces and avoid public places, such as pet stores and alike. Buyer will keep puppy in the provided crate while at the Vet's office waiting room and not allow others to touch the puppy. Also, buyers will refrain from coming in contact, with other pets at the Vet's Office. Seller will provide a written Wellness Report from a licensed Veterinarian and a blank report of the Buyer's Veterinarian to complete. The completed report must be returned via email to Shadow Mountain Labradoodles, INC within 72 hours of possession of the Puppy.

If Buyer is satisfied with the veterinarian report, Buyer will retain possession of the Puppy and thereafter hold Seller harmless from any loss, damage or cost resulting from the general health of the Puppy. If any pre-existing minor condition, such as parasites or worms are found, at the initial (first) visit, the Breeder will reimburse for medication charges only. A detailed receipt must be submitted to seller for reimbursement. Due to the frequency of false "positive" results with the ELISA test, please ask your Vet to use a different test. Pet puppies are not guaranteed to have scissor bite. If the Puppy is found to be in a general state of poor health or is found to be seriously ill by the veterinarian's report, Buyer shall immediately provide Seller with a copy of such report and may elect to return the Puppy to the Seller within three (3) days of the veterinarian examination at Seller's expense. Seller will replace the Puppy or refund the amount paid, at Seller's option.

SELLER ASSUMES NO RESPONSIBILITY FOR ANY HEALTH-RELATED ISSUES OR LOSS OF LIFE DUE TO REACTIONS CAUSED BY VACCINATIONS OR FLEA AND TICK MEDICATIONS ADMINISTERED EITHER ORALLY OR ON THE SKIN SURFACE.

The seller guarantees that the puppy will remain free of congenital heredity disease or severe defect for up to 2 years of age. If the Puppy is diagnosed with or dies from a congenital disease or severe defect within two years of its whelp date, a written report from two licensed Veterinarians must be submitted to the Seller. Report must verify the cause is due to congenital heredity disease and not because of a condition caused by or contracted while in the Buyer's possession. The Puppy will be replaced as soon as a

replacement Puppy is available, or Seller will, at Seller's option, refund the purchase price. If the Puppy survives, a certified written report from two licensed veterinarians must be submitted to verify the cause to be congenital illness or severe defect. Seller reserves the right to get a third opinion at its own expense. In the case of Elbow or Hip Dysplasia, Buyer must submit Xrays to the Orthopedic Foundation for Animals for evaluation. OFA will be the only accepted form of evaluation. If the OFA reports moderate or severe dysplasia, the puppy can be returned for a full refund. If the family decides to keep the puppy, Vet expenses will be reimbursed up to the amount of the purchase price. This warranty applies only to the Buyer and is not transferable to a subsequent owner.

VI. DISPOSITION OF PUPPY(S): Buyer agrees that if it desires to sell or give away the Puppy, Buyer will notify the Seller and give the Seller the first opportunity to help re-house the Puppy. The Puppy must not be given away to a pound or shelter.

VII. BUYER'S OBLIGATIONS: Buyer agrees to take the proper safeguards for the care, safety and well-being of the Puppy, including but not limited to suitable shelter, feeding (i.e., not allowing to be underweight, overweight or obese), quality dog food, exercise, socialization, grooming, and obedience training (minimum 10 week, one hour sessions class). Disregard for any of the above voids any warranties under this Agreement.

VIII. JURISDICTION: This Agreement will be construed in accordance with the laws of Oklahoma. If any legal action is to be taken by either Buyer or Seller venue shall be in Pittsburg County, Oklahoma.

IV. SEVERABILITY: If any provision of this document shall be deemed unenforceable or against public policy or any statute, all other provisions of this Agreement shall remain in full force and effect.

V. BINDING AGREEMENT: This Agreement will be binding upon receipt of a fully-executed agreement between the Buyer and Seller. The parties expressly agree that this document constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements in relation to this transaction.

The undersigned hereby acknowledge reading and understanding the entire agreement and agree to be bound by the terms hereof.

Time is of the essence as to the parties' respective obligations under this Agreement.

Buyer

Date:

Seller: Shadow Mountain Australian Labradoodles, INC

Date: