



Miss Cindy's Doodles: Puppy/Dog Purchase Agreement & Guarantee

This agreement (*Agreement*), dated as of _____ (*Effective Date*), is between Miss Cindy's Doodles (*Breeder*) and _____ (*Buyer*). The subject of this Agreement is the below-described (*Puppy / Dog*).

- SEX:
- DATE OF BIRTH:
- MICROCHIP:
- LITTER (GANA) REGISTRATION:
- DAM:
- DAM (GANA) REGISTRATION:
- SIRE:
- SIRE (GANA) REGISTRATION:

The Breeder and Buyer agree as follows:

1. **Reservation Fee.** A Reservation Fee of \$500 shall be due and paid to Breeder upon execution of this Agreement. The Reservation Fee shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes, number of females/males in each litter, or how many in each litter will express certain colors or coats.
2. If a puppy/dog that meets Buyer's identified preferences is not available when it becomes Buyer's turn to pick a puppy/dog from the selected litter, Buyer may elect to have the Reservation Fee transferred to the next litter ONLY ONE time.
3. **Purchase Price and Payment Schedule.** The full purchase price of \$4,500 is agreed upon by both parties and is divided into 3 payments:
 - a. **\$500 Reservation Fee** is due upon signing the **Reservation Agreement** to reserve a waitlist spot or a specific available puppy.
 - b. **\$1,500 Payment** is due by 30 days after the puppy is born.
 - c. **\$2,500 Final Payment** is due by the day the puppy/dog is transferred from the Breeder to the Buyer. All shipping and handling expenses are the responsibility of and shall be paid by Buyer.

- d. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Zelle, Cash, or payments through Good Dog. *(Personal checks are not accepted.)*
4. **Limited Registration.** The puppy/dog is a hybrid Breed and is being sold with limited litter registration with Goldendoodle Association of North America (GANA). As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other AKC performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, legal action will be taken by the Breeder.
5. The puppy will go home microchipped. For the safety of the puppy, the Buyer shall register the puppy/dog with microchip company and pay registration fee.

Unauthorized Breeding. The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, [(a)] Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$20,000 per litter of offspring and (b) all of Breeder's warranties set forth in this Agreement will become null and void.

Obligation to Execute Spay/Neuter Secure Agreement and Sterilize Pet. Buyer acknowledges that a) a material condition of this sale and transfer of this pet is that this pet is a non-breeding animal, and b) that the pet is being sold to Buyer in reliance on Buyer's compliance with the obligation to sterilize the pet before the deadline set forth in the Spay/Neuter clause (6.g.). In so acknowledging, Buyer agrees to sign and comply with all terms of the Spay/Neuter clause (6.g.), to not breed the pet, and to take the pet to a licensed veterinarian and have it surgically sterilized before the specific deadline set forth in Spay/Neuter clause (6.g.).

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 but not prior to 8 weeks old.
- 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 taking possession of puppy / dog for the Examination Period 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 for a full refund of the Purchase Price. 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, skin issues to include itching, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
- c. **Long-Term Health Warranty.** Breeder provides a two-year warranty from the puppy/dog's date of birth against any debilitating congenital or genetic conditions. For purposes of this section, "debilitating congenital or genetic conditions" (i) include Hip

Dysplasia, Degenerative Myelopathy, Neonatal Encephalopathy with Seizures (NEWS), PRA1, PRA2, PRA, PRCD, von Willebrand Disease, and (ii) expressly do not include Hip Dysplasia resulting from poor diet, obesity, traumatic injury, or over exercise as a puppy. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital or genetic 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

- d. **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a congenital or genetic disorder that is identified within the warranty periods described above, the Buyer may: keep the puppy and receive refund of original purchase price (not to include transportation or shipping costs) or keep the puppy with treatment of the disorder being paid by the Breeder for up to 100% of the purchase price of the dog.
- e. **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.

6. **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.
- 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 (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or

payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount, if given, shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.

- f. **No Transfer Outside of the United States.** Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
 - g. **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 18 months and providing proof of such spaying/neutering to Breeder immediately upon completion. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$3,000 if puppy/dog is not spayed/neutered in accordance with this Agreement. This penalty is not considered purchase of breeding rights or authorization for use of dog for the purposes of breeding and the Unauthorized Breeding (6.) paragraph is still applicable.
 - h. **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.
7. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registr(y)(ies) and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
8. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
9. **Agreement to Mediate.** Should a dispute arise from or relate to this Agreement, or an alleged breach thereof, and if such dispute is not resolved through negotiation, the parties agree to make a good faith effort to resolve it through mediation with a mutually agreed-upon mediator prior to initiating arbitration, litigation, or any other dispute resolution process. The proceedings shall remain confidential under conditions established by the mediator and/or mediation service provider. Throughout the entirety of the dispute, including the periods before, during, and after its resolution, the parties agree to maintain full confidentiality regarding all matters related to the dispute and its outcome, further agreeing that no information will be posted on social media.

Custody of the dog central to the dispute shall remain exclusively with the Breeder during mediation and until its conclusion.

- 10. **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 California without regard to the conflicts of law's provisions thereof.
- 11. **Miscellaneous.** This Agreement represents the complete understanding between the parties concerning the subject matter addressed herein and supersedes all previous or concurrent agreements, negotiations, discussions, and understandings, whether written or oral, related to such subject matter. Neither party shall assign, transfer, or subcontract any rights or obligations under this Agreement without the prior written approval of the other party. Any amendments, modifications, or waivers to this Agreement shall be valid only if made in writing and signed by both parties. Should any provision of this Agreement be found illegal or unenforceable, that provision will be restricted or removed as necessary to ensure the Agreement otherwise remains in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, collectively constituting one instrument. Execution by electronic signature shall be considered equivalent to an original signature for all purposes and shall carry the same legal effect.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER'S SIGNATURE:

BUYER'S SIGNATURE:

Cindy Anne Broz
Miss Cindy's Doodles

Date

Date

Name: Cindy Anne Broz
Address:

Name:
Address:

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HEALTH TESTED PARENTS
HAND RAISED PUPPIES