

## **ASD Companion Labradoodles: CONTRACT/PURCHASE AGREEMENT**

The following agreement is between ASD Companion Labradoodles, hereafter referred to as "Breeder" and \_\_\_\_\_, (Name of Purchaser), hereafter referred to as "PURCHASER" for the sale and purchase of one (or more) ASD dog. In consideration of a purchase price of \_\_\_\_\_, of which three hundred dollars is a non-refundable deposit, the breeder transfers in fee all rights, privileges and responsibilities associated with the ownership of a (male /female) ASD dog to Purchaser as of the date and time specified below.

This represents the entire agreement between Breeder and Purchaser in this sale. Use of the Dog It is agreed between breeder and purchaser that this dog is being acquired as a family companion dog or as a working dog to be used for tasks appropriate to its breed such as therapy dog, service dog, or for exhibition in obedience or agility competition. **We agree that the dog is not purchased for resale, as a Breeder Dog, nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation.**

### **Health**

The breeder warrants the dog to be in good health and treated and/or free from parasites as of the time of sale. Further the breeder warrants that both the sire and dam's hips and/or elbows (in Labradoodles/Goldendoodles) have been X-Ray'd and evaluated by either The University of Pennsylvania Hip Improvement Program (PennHIP) or the Orthopedic Foundation for Animals (OFA) in the United States or by the Appropriate Certifying Body in "Country of Origin". Both sire and dam have been found to be free of degenerative joint disease. Cockapoos may also have hips and elbows examined if deemed necessary, but will have at least patellas examined and verified as normal. The eyes of all sires and dams have been examined by a veterinary ophthalmologist and certified to be free from inherited eye disorders. In the event of emergence of any genetic disorder during the first two years, that is severe in nature or that will significantly decrease the quality of life or longevity of the dog, as diagnosed by two qualified veterinarians, one of whom is selected by the breeder, the breeder agrees to one of the following:

- Replace the dog with one of equivalent quality from the first litter bred by the breeder;

OR

- Refund veterinary expenses up to 100% of the original purchase price.

Purchaser must have the dog seen by a Veterinarian of purchaser's choice within 72 hours of receipt of the dog. Said dog may be returned to the breeder for any reason within the 72 hours following purchase. Provided that the dog has not been damaged in any way, the purchaser will then be entitled to a refund of the original purchase price less the non-refundable deposit, and any shipping charges incurred. We cannot guarantee the eventual weight or overall size of dog or changes in coat color and texture, but will represent puppy to the best of our ability. We do everything in our power and above and beyond at ASD to ensure that you receive a healthy puppy. However, parasites such as Giardia, Coccidia, and/or other ailments are not uncommon and can be contracted during or after transfer. They are easily treated with appropriate medication from a vet, and therefore cannot be compensated or guaranteed.

### **Ownership Responsibilities**

The purchaser agrees to maintain the dog in a humane environment and properly train and care for it. Specifically the dog will be properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases such as is recommended by a qualified veterinarian. The dog will receive proper and customary veterinary care. The dog will not be allowed to roam and will be socialized and obedience-trained appropriately. The dog will not be allowed to become obese. Temperament cannot and will not be guaranteed, and refunds will not be issued after the 72 hour time frame should Owner decided that a temperament is undesirable, as environment and lack of proper training, socialization, and the like on owners part can promote negative behaviors and undesirable traits.

**Spay & Neutering**

All dogs except those sold explicitly as breeding dogs will be required to be spayed or neutered prior to 6 months of age unless procedure is done prior to transferring possession to the purchaser. **If purchaser does not provide proof of desexing, from a licensed veterinarian by 6 months of age, regardless of whether or not this agreement has been signed and returned by Purchaser, then Purchaser assumes costs of a Breeder Dog, which are typically two to five times the price of pet puppy. These fees are due to breeder immediately. In addition, no health guarantee will stand in effect if the dog is not desexed and proof is provided of such prior to the 6 month time period.**

**Right of Recovery/Placement**

In the event that the purchaser is unable to keep the dog or provide an appropriate home in accordance with this agreement, the dog will need to be rehomed ONLY to a home approved by breeder, and/or breeder MAY agree to assist in rehoming dog. Purchaser agrees to notify the breeder if any such contingency arises and will not abandon the dog to a shelter or sell or give the dog away. Purchaser may not sell dog, under any circumstances, without first consulting with breeder, and obtaining approval of any sale resulting from such planned rehoming. If purchaser sells an unaltered dog, then purchaser assumes cost of breeding dog, and these fees are due immediately.

Purchaser assumes agreement to all terms and conditions of this agreement when reserving a puppy, and taking possession of dog. This contractual agreement is made, executed and will remain in the jurisdiction of the state of California. Purchaser must return signed contract to breeder by certified mail, within 7 days of receipt of puppy, or all warranties, expressed or implied, will be voided.

Purchaser Name \_\_\_\_\_ PH# \_\_\_\_\_

Puppy Name \_\_\_\_\_ DOB \_\_\_\_\_

Puppy Description (Breed and Color) \_\_\_\_\_

Dam \_\_\_\_\_ Sire \_\_\_\_\_

Purchaser Signature \_\_\_\_\_ Date \_\_\_\_\_

Breeder Signature \_\_\_\_\_ Date \_\_\_\_\_

**BREEDER: ASD Companion Labradoodles**