

SAMPLE



**Our Appalachian
DOODLES**

Our Appalachian Doodles

Jessica Tyler, Owner/Breeder
5360 Upper Mud River Road
Branchland, West Virginia 25506
(304) 972-2861
OurAppalachianDoodles@gmail.com
OurAppalachianDoodles.com

**Puppy Purchase Agreement and Health Guarantee/
No Breeding Rights**

Puppy Description

Puppy ID/Name:

Date of Birth:

Gender:

Breed:

Purchase Price:

Litter Information

Dam:

Sire:

Coat Color:

Generation:

Microchip #:

Breeder/Seller

Jessica Tyler
dba Our Appalachian Doodles

5360 Upper Mud River Road
Branchland, West Virginia 25506

(304) 972-2861
ourappalachianoodles@gmail.com

Buyer(s)

[Buyer Name]

[Buyer Address]

[Buyer Phone]

[Buyer Email]

The following is a binding Purchase/Health Guarantee Agreement between Our Appalachian Doodles, referred to as "OAD" and the identified Buyer(s), referred to as "Buyer" for the sale and purchase of the Puppy identified above, referred to as "Puppy". The purpose of this agreement is to protect both OAD and the Buyer. Failure to comply with the requirements below will void the contract and health guarantee.

1. Non-Refundable Deposit

A non-refundable Deposit in the amount of \$ [Deposit Amount] was received and a deposit agreement was completed between OAD and Buyer on [Deposit Date].



2. Purchase Price and Payment of Purchase

The Buyer acknowledges that OAD is offering this Puppy for the full purchase price of \$ [Purchase Price] plus required WV State Sales Tax¹ of \$ [Tax Amount, if applicable].

The Buyer agrees that (a) the Deposit in the amount of \$ [Deposit Amount] *plus any applicable transaction fees* has been applied to the purchase price of the puppy and (b) the remaining balance of \$ [Amount Due after Deposit & Other Costs] is payable at the time of delivery of the Puppy. For local delivery or pick-up at the Breeder's home, a cash payment or payment by approved payment method must clear the Breeder's account before the physical transfer of the puppy. If Breeder and Buyer are meeting, a transportation fee may apply and must be paid 1-week prior to the meet date. If the Buyer is paying by another OAD approved payment method, payment must be made in advance and clear OAD's account before leaving the Breeder. If the Puppy is being picked up by a nanny or other transportation service, payment must be made in advance and clear OAD account before the Puppy leaves the Breeder.

OAD Approved payment methods: Cash (US Dollars), PayPal, Venmo, or Good Dog (pay.gooddog.com/our-appalachian-doodles).

3. Unauthorized Breeding

The Puppy is being sold solely as a companion/pet and breeding of the puppy/dog is expressly prohibited. Proof of spaying or neutering the Puppy must be received by OAD by the time the Puppy is 12 months old. If the Buyer's veterinarian evaluation states it is not possible by that time the Buyer will notify OAD in writing at OurAppalachianDoodles@gmail.com, at which time all other conditions of the contract will continue.

It is the Buyer's responsibility to ensure that OAD has received verification that the surgery has been performed. Failure to comply with this agreement by the Puppy's 1-year birthday, unless otherwise agreed to in writing, will be considered a breach of the Contract.

The Buyer agrees to have this Puppy spayed/neutered by the time he or she is 1-year old. The Buyer understands 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. If the puppy is not spayed or neutered, the Buyer will return the puppy back to OAD with no refund (any transportation costs are the Buyer's responsibility), or the Buyer will be charged an additional \$3000 for breeding rights plus an additional \$2000 per puppy born. OAD sells a limited number of puppies with breeding rights with the Breeder Buyer agreeing to OAD's having strict genetic testing and screening requirements to be done before breeding.

4. Breeder's Obligations



OAD is the lawful owner of the Puppy and has the right to transfer ownership of the Buyer. Ownership of the Puppy will be transferred to Buyer upon the Buyer's payment of the full Purchase Price. OAD works to place each puppy in the best fit home based on the Buyer's needs/wants and the Puppy's temperament.

OAD guarantees that the Puppy will be delivered to the Buyer in good health with up-to-date vaccinations and dewormings. All OAD puppies receive an initial puppy examination by a qualified veterinarian. The Puppy will stay with OAD until the age of 8 weeks.

5. Buyer's Obligations

OAD requires that the Buyer have the Puppy examined by a licensed veterinarian of their choice within 72 hours of receiving their Puppy. The Buyer must provide proof with a copy of visit documentation to be sent to OurAppalachianDoodles@gmail.com. Failure to provide proof that the Puppy was examined by the Buyer's veterinarian will void this health guarantee.

The Buyer acknowledges that the Puppy can have parasites like Giardia, coccidian or roundworm. OAD does everything in their power to prevent these parasites by putting their dogs and puppies on a deworming program. Urinary tract infections (UTI), parasites, ear infections, soft stools and allergy issues are all possible and common puppy issues. While OAD routinely deworms and monitors for potential parasites, UTIs, ear infections, and soft stools, and sometimes the stress of leaving the breeder causes issues to flare up. The Buyer understands it will be their responsibility to treat and care for their new puppy once the Puppy leaves OAD. OAD requires the Buyer keep the Puppy on a regular vaccination schedule, routine deworming, and flea/heartworm program based on the Buyer's veterinarian recommendations.

It is the Buyer's responsibility after the Buyer receives the Puppy and until the completion of the Puppy's vaccinations to keep the Puppy away from public places such as parks, puppy classes, groomers and pet stores. Until the Puppy's vaccinations are completed the Puppy's immunity is not strong enough to be exposed to dangerous viruses.

The Buyer agrees to provide a quality diet, provide indoor living, give daily exercise, and regular veterinarian care. To help protect against hip dysplasia the Buyer is responsible to keep the Puppy at a healthy weight. If the Buyer chooses to place the Puppy on a raw or homemade diet, the Buyer will do so under the direction of a veterinarian or veterinary dietician.

If the Buyer cannot pick up the Puppy on the Puppy's available date an additional charge of \$25 per day will be charged for boarding accommodations. The Buyer agrees to pay any anticipated boarding fees up front. Boarding accommodations are only available for up to 2-weeks following the Puppy's available date.



It is the Buyer's responsibility to arrange air or ground travel beyond any agreed upon delivery with OAD. Puppies flying out of state must be accompanied by the Buyer or flight nanny in the airplane cabin. The Buyer agrees to arrange all travel plans and follow all airline requirements for flying with the Puppy. The Buyer must confirm with the airline that the airline will accept the Puppy for travel at 8-weeks of age. Travel arrangements are the sole responsibility of the Buyer unless other travel options have been arranged with OAD at the time of placing a reservation fee.

The Buyer acknowledges that the Puppy will receive a Fi Nano Microchip at the age of 7-weeks. There is no annual cost or fee for updating the Buyer information for the Fi Nano Microchip. OAD will register the Fi Nano Microchip under the Buyer's name and contact information prior to the Puppy's pick up unless the Buyer elects to have an alternative microchip placed by their veterinarian. It is the Buyer's responsibility to notify OAD in writing prior to the placement of the Fi Nano Microchip at 7-weeks if they elect to have their veterinarian administer an alternative microchip. If the Buyer elects to have their veterinarian place an alternative microchip, it is the Buyer's responsibility to provide proof of the microchip placement along with the post-purchase 72-hour veterinary visit documentation to OurAppalachianDoodles@gmail.com.

The Buyer agrees to never place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory. The Buyer guarantees OAD the right of first refusal if the Puppy is to be sold or disposed of in any way. If OAD does not wish to acquire the Puppy, OAD will assist Buyer in placing the Puppy. Although OAD will take this Puppy back at any time during its lifetime, this does not imply that OAD will refund the Puppy's purchase price. Transportation costs of any returned Puppy is the responsibility of the Buyer. If OAD does not agree to a proposed new owner for the Puppy, OAD will take the Puppy back for placement in another home, the Buyer must return the dog to OAD along with a duly executed document transferring entirely the Buyer's ownership interest in the dog to OAD. Buyer may not place the Puppy in a new home without informing OAD and Buyer will promptly notify OAD of the new owner's name, address, and telephone number.

OAD loves to remain in contact with the Buyers. We love to receive updates and photos throughout your puppy's life. The Buyer allows OAD to use any photos/images of the Puppy that are sent directly to OAD or posted on social media for the purposes of reposting and sharing on Facebook, Instagram, YouTube or the OAD website in any manner they choose.

7. Health Guarantee

The Buyer acknowledges that the OAD Health Guarantee is void if the Puppy has had improper veterinarian care, been involved in excessive jumping or running up and down stairs, had inadequate diet or exercise, becomes overweight, or has been over or under vaccinated under the Buyer's care.



Short-Term Health Warranty: The Puppy was examined by a licensed veterinarian and was found to be in good health at that time of the initial Puppy Exam and has had the immunizations enumerated in the health records provided to the Buyer by OAD. Buyer, at their own expense, must have the Puppy examined by a licensed veterinarian within 72 hours of transfer from OAD. If, within the examination period, a licensed veterinarian finds the Puppy to be unhealthy or unfit for sale, the Puppy may be returned to Breeder for a full refund of the Purchase Price or a replacement puppy. Any transportation costs for puppy return are the responsibility of the Buyer. The veterinarian must provide a written statement deeming the Puppy “unfit for purchase”, which must be sent to OAD within 48 hours of the veterinary examination. The Short-Term Health Warranty excludes any health issues caused by Buyer’s ill-treatment, abuse or neglect, any health issues that result from the Puppy’s transportation after leaving OAD and all minor illnesses and health issues, including but not limited to upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.

Long-Term Health Warranty OAD provides a two-year warranty from Puppy’s date of birth against any debilitating genetic conditions. Debilitating genetic 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). The Buyer must supply any requested veterinary records related to the dog’s condition to the seller within seven days of diagnosis. OAD 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 a necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.

If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter. The Puppy need not be returned, provided there is proper documentation of the congenital issue. Should the Buyer elect to return the Puppy, Buyer shall be responsible for any and all transportation expenses. If the Buyer elects to take a replacement puppy, OAD 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 or gender of the replacement puppy is not guaranteed. Transportation fees will not be refunded, and any costs associated with the transportation of a replacement puppy are to be covered by Buyer. If the Puppy is euthanized or in any way disposed of, without a second opinion from OAD’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), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury, or any condition that can be corrected by veterinarian treatment



and any other preventable conditions and expressly do not include those not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. This Health Guarantee is non-transferable.

This Health Guarantee is between OAD and the Buyer as listed, and does not transfer ownership if the Puppy is sold, gifted or transferred in any way to a third party. By signing below the Buyer acknowledges and agrees to the terms of the Health Guarantee & Unauthorized Breeding provisions in this agreement.

Agreement to Mediate

OAD and the Buyer agree that should a dispute arise out of or related to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

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 West Virginia without regard to the conflicts of law provisions thereof.

Miscellaneous

This Agreement constitutes the entire agreement between OAD and the Buyer regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.



BREEDER/SELLER

BUYER

Jessica Tyler/Our Appalachian Doodles

[Buyer Name], Buyer

Date: _____

Date: _____

¹ West Virginia State Sales Tax is required on the full purchase price when the Buyer is a resident of West Virginia or the Puppy is picked-up or delivered in West Virginia.