



Pawtastic Poodles

PAWTASTIC POODLES HEALTH GUARANTEE & POODLE PUPPY SALES AGREEMENT

NOTE TO PURCHASE OF GOOD FAITH: All canines have the potential for genetic or congenital disease. Unfortunately, due to the nature of some diseases, they cannot always be eliminated. It is the job of the Breeder, through selective breeding, to try and minimize (not eliminate) these conditions — in good faith. Please read, to your full understanding, the following sections of this Health Guarantee and Sales Agreement concerning any contagious or hereditary defects.

Pawtastic Poodles, LLC shall hereinafter be referred to as the “Breeder”. The original purchasing party, and solely the original purchasing party shall hereinafter be referred to as the “Purchaser”

I. Payment Terms: A \$1,000 deposit is required to reserve the puppy. The deposit will hold the puppy until it is ready to go to their new home. The remaining balance of _N/A_ must be paid in full prior to Purchaser taking ownership of the puppy. Payment(s) are to be made in Cash, Venmo, Apple Pay or Zelle. If full payment is not received by the puppy’s 8th week of life the puppy will be offered to other parties. There are no refunds of deposits unless the puppy is found to be unfit for sale.

2. This puppy is sold with no known health or genetic defects. The Breeder certifies that, upon receipt, the dog is in good health and has been immunized and dewormed per the accompanying health record of said Poodle. The Purchaser agrees to have the dog examined by the Purchaser’s veterinarian at the Purchaser’s expense within 72 hours from the time Purchaser takes possession of the poodle. If the veterinarian does not give the dog a clean bill of health, Purchaser must notify the Breeder immediately. Breeder reserves the right to have the poodle re-examined by the Breeder’s veterinarian. A copy of the examination results must be sent to the Breeder by email within 3 days of receipt of the puppy, failure to provide examination results will render this Health Guarantee null and void. Breeder will not accept any examination(s) performed or diagnosis’ given by/from any Banfield Veterinary Clinic.
3. Any condition that is minor, correctable or a breed related minor condition is not covered and no condition which could go away, or is considered to be a condition which a puppy will likely grow out of is covered. If the dog is then found not to be in good health, Breeder will resume possession and the Breeder replace the puppy with the next available puppy of equal value. Breeder will not be responsible for any veterinarian costs or medical expenses prior to the return of the puppy. It is the Purchaser’s responsibility to return the puppy to the Breeder

at the Purchaser's expense. All transportation costs to return the dog and/or receive a replacement are at the Purchaser's expense.

4. This Health Guarantee does not cover any of the following conditions: Intestinal parasites (Coccidiosis, Giardia, Worms), Kennel Cough, Pneumonia, Ear or Skin Mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Allergies (food or skin), Herniation (Inguinal, Perineal or Diaphragmatic), Small Trachea, Entropion, Undescended Testes, Luxated Patellas grade 1-3, or shunts. This Health Guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes or any elective surgeries such as stomach tacking. Breeder does not Health Guarantee against non- life threatening illnesses common to puppies.
5. The Purchaser agrees to house the dog in the family home as its primary housing and the dog will be treated as a family member with loving care and affection. The dog will live inside the home and will not be isolated from the family. The Purchaser agrees to take good care of this dog, maintain recommended vaccinations, heart worm preventions, and general de-worming. The Purchaser will control the dog on a harness or leash when in public and when away from the premises of the dog's home. The dog's outdoor area will be fenced in and secure or acceptable provisions will be made to assure the dog is safe any time he/she is outdoors. Purchaser agrees to give the dog proper physical and emotional care and welfare. The Purchaser will walk the dog on a leash or exercise the dog in a fenced yard.
6. The Purchaser will never let the dog run loose or roam, keep the dog chained or tied up, keep it continuously in a yard, garage, patio, balcony, or pen, or leave the dog outdoors, even in a fenced yard when no one is at home. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions the Breeder has all rights to repossession of this dog with no refund to the Purchaser. The death, injury, or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the Purchaser to any compensation from the Breeder.
7. ALL PUPS ARE SOLD ON A LIMITED CONTRACT UNLESS OTHERWISE NOTED. Sale with Limited Registration may or may not include papers. This puppy is never to be used for breeding purposes; and should be spayed (other option: Female Sterilization, Hormone-sparing) {by 1 year of age} or neutered (other option: Male Sterilization, Hormone-sparing) {by 10 months of age}. Only when breeder receives proof of spay/neuter (or Hormone-sparing) may registration papers be furnished. If spay/neuter (or Hormone-sparing) confirmation is not received by breeder at 7 months for males (or 13 months of age for girls), breeder will assume purchaser is breeding the dog purchased and a fee of \$4000.00 is owed and payable to the breeder immediately for breach of contract.

VII. The puppy must be kept in good physical condition. If said puppy is found to have a life threatening genetic defect within the first year a statement from a licensed veterinarian of Purchaser's choosing confirming such an event and cause is required before any action will be taken by the Breeder. Breeder reserves the right to request a

second opinion by a veterinarian of Breeder's choosing to determine the genetic defect. This Health Guarantee does not cover any veterinarian or medical costs. The Purchaser is aware that owning a puppy means frequent visits to a veterinarian and understands that he/she will be responsible for all payments.

VIII. In the unlikely event of the death of the puppy within one (1) year of date of birth due to genetics, the Breeder will replace the puppy with the next available puppy of equal value. If the Breeder offers a replacement puppy and Purchaser declines the replacement puppy, then the Breeder and Purchaser shall be under no further obligation and it will be deemed that the Purchaser has released the Breeder from any and all further claims.

9. There are no guarantee made as to the disposition, conformation, temperament, size, weight, color, or markings of the puppy. No guarantee is made as to the speed with which the puppy will house train or train in any other capacity. No guarantee is made for any other traits that may develop as the puppy grows up.
10. In the event the Purchaser is unable to keep this dog for any reason (allergy, landlord/tenant issues, marital/relationship/family or adjustment problems, relocation, etc.) the Purchaser agrees to offer to the Breeder the first chance to take this dog back. If the Purchaser returns the puppy for any reason it will be on a surrender basis only with no refund. It is the Purchaser's responsibility to return the dog to the Breeder at the Purchaser's expense. All transportation costs to return the dog are at the Purchaser's expense. If the Purchaser has a home in mind that they would like to re-home or re-sale the said bulldog to, the Breeder will take this into consideration. In such an event the Purchaser must notify the Breeder with the new name, address and contact information of the new Purchaser and it must be approved by the Breeder first. Purchaser agrees not to sell this dog to any retail company or establishment.
11. If the puppy is to be transported, the Breeder makes all transportation arrangements. Sometimes travel arrangements are delayed due to temperature restrictions, weather, logistics, mechanical failure or other unforeseen events. The Breeder shall not be liable directly or indirectly for any delays which may cause inconvenience or financial loss, nor shall the delay be cause for cancellation. The Breeder will collect all transportation fees from the Purchaser at the time of the purchase. Transportation costs are non-refundable.
12. The value of the puppy for the purpose of this Health Guarantee and Sales Agreement is solely the original purchase price of the puppy and does not include transportation costs, health certificate, medical bills or any additional costs declared by the Purchaser. Transportation costs cannot be refunded.

XIII. In the event of any litigation pertaining to the puppy covered by this Health Guarantee and Sales Agreement, both the Breeder and the Purchaser shall assume exclusive responsibility for their own attorney's fees and costs. This Health Guarantee and Sales Agreement is hereby entered into exclusively and wholly executed in the State of Georgia and litigation arising from any possible breach of this Health Guarantee and Sales Agreement shall be exclusively adjudicated in the County of Douglas, in the

State of Georgia, exclusively under Georgia law. All parties hereby submit themselves to the exclusive jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

XIV. Purchaser understands that should the terms outlined in this contract be ignored or disregarded or if any attempt is made to break this contract, it will be considered a Breach of Contract and the Purchaser agrees to pay the Breeder a fine equal to the purchase price. Purchaser also agrees to forfeit ownership of the dog back to the Breeder, and if necessary transfer and sign all registration papers back to the Breeder, and pay all fees incurred returning the dog to Breeder.

XV. This is the total agreement between Breeder and the Purchaser and no other terms or conditions shall be valid to this sale. The Purchaser acknowledges that he or she has read, understands and agrees to the terms of this Health Guarantee and Sales Agreement. This written agreement is a binding legal contract entered into in the State of Georgia, County of Douglas, according to and by Breeder Health Guarantee and Sales Agreement.

I, **CLIENTS NAME**, the Purchaser of said puppy, hereby acknowledge that I have received a copy of this document. Further, I accept the terms and conditions of the Health Guarantee for hereditary disorders printed in this document, I waive and relinquish any other rights that I might otherwise have in the event of such occurrence.

(Breeder): Pawtastic Poodles, LLC

(Purchaser) Printed First and Last Name:

(Purchaser) Signature:

Date: