



## **SALES CONTRACT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between:

### **“SELLER”**

Name: Elite Blend Labradoodles  
Address: 6905 Mariposa Cove Ct., Citrus Heights, CA 95610  
Phone: (916) 871-9787 Website: [www.eliteblendlabradoodles.com](http://www.eliteblendlabradoodles.com)

### **“BUYER”**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_ CA \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

UPON Payment of the sum of \$2,800 + tax, paid by BUYER to SELLER (“Purchase Price”), receipt of which is hereby acknowledged, SELLER grants, sells, conveys, and transfers ownership of the following PUPPY to BUYER. The SELLER hereby conveys said PUPPY under the following warranties and conditions and no other warranties or conditions are either expressed or implied. Any shipping fees are separate and are non-refundable not a part of the purchase price.

### **“PUPPY”**

Name: \_\_\_\_\_  
D.O.B. \_\_\_\_\_ Color: \_\_\_\_\_ Gender: \_\_\_\_\_  
Microchip #: \_\_\_\_\_ AKC Reunite

Buyer's Initials Here: \_\_\_\_\_

### **TERMS OF SALE:**

1. Our goal is to produce a companion dog. BUYER, and/or any subsequent owners have NO breeding rights.

2. It is the BUYER'S sole responsibility to ensure PUPPY is de-sexed by no later than 12 months of age. Buyer must provide proof of de-sexing to Seller by no later than 13 months of age. The proof must be from a certified veterinary Hospital, showing the pet's description, breed & Micro Chip number.
3. If proof is not received, SELLER's Health Warranty against genetic disorders will be null and void.
4. Failure to honor the spay/neuter conditions of this contract or breed this dog will result in liquidated damages as specified below and can result in the SELLER reclaiming the dog without compensation to the BUYER.
5. Liquidated Damages: Both BUYER and SELLER agree that the damages resulting from breach of "TERMS OF SALE" paragraph 1 (breeding the dog), and/or breach of "TERMS OF SALE" paragraph 2 (failure to de-sex) of this contract would be difficult to ascertain. As a result, BUYER AND SELLER agree to the following damages as reasonable for the following breaches of contract:
  - A. If BUYER does not provide proof of Spay/Neuter in accordance with TERMS OF SALE paragraph 2, BUYER shall pay SELLER \$10,000.00. **Buyer's Initials Here:**
  - B. If BUYER breeds this dog, or his/her actions cause this dog to produce puppies, even if BUYER is no longer the owner, BUYER will be in breach of this contract and agrees to pay SELLER \$10,000.00 or \$3,000 for every puppy produced (whichever is greater), and immediately return this dog to SELLER. **Buyer's Initials Here:**
6. Once the PUPPY is in possession of Buyer, the Buyer shall assume full responsibility for the health, and veterinary expenses for the PUPPY, including all expenses in fulfilling provisions of this guarantee, resolving disagreements with family members/roommates, and or a landlord, and temperament of the above-described animal.
7. The Buyer agrees that the PUPPY will be given adequate and proper protection from the weather and other animals, adequate housing, will be sufficiently fed, and will not be neglected or mistreated in any manner. The Buyer also agrees that the PUPPY shall receive regular veterinary care throughout its lifetime and that all vaccines will be maintained.
8. If there is any dispute about or involving the Elite Blend Labradoodles, BUYER agrees that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of Sacramento.
9. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this Contract.  
**Buyer's Initials Here:**

## **HEALTH GUARANTEE AND BUYER OBLIGATIONS**

### **Health Guarantee:**

To the best of the SELLER's knowledge, this puppy is guaranteed to be in good health. At the time of sale, said puppy has had initial vaccinations against distemper, para/parvo virus, and has been wormed.

### **Hip & Elbow Guarantee:**

This puppy is guaranteed against hip dysplasia (HD) and elbow dysplasia (ED) until it is 26 months of age. Any claim on this guarantee will only be honored for 26 months from the date of birth regardless of date of diagnosis. If puppy is suspected of having hip or elbow dysplasia please contact the SELLER for advice on diagnosis and qualified veterinarians to assist you. If a puppy is diagnosed as suffering from hip and/or elbow dysplasia by the Orthopedic Foundation for Animals (OFA) with a rating below borderline the BUYER will have the option of two choices: A or B described below. BUYER must have OFA send a report to the SELLER. SELLER does not have to honor a report not directly delivered to herself from the OFA. Note: SELLER has the right to ask that BUYER seek a second opinion if, after reviewing the x-rays, SELLER (and/or consulting veterinarian) feel that the diagnosis may be incorrect.

### **Eye Guarantee:**

The puppy is guaranteed against retinal dysplasia. The puppy is further guaranteed against progressive retinal atrophy (PRA), a potentially blinding heritable eye condition in many breeds. Because at least one of his/her parents has been tested and cleared via DNA for this simple recessive disease, we can virtually guarantee that this puppy will NOT be affected by this disorder. If your puppy is diagnosed as suffering from retinal dysplasia the BUYER also will have the option of two choices, A and B described below.

A.) The original BUYER of the puppy has the right return or keep the original puppy and to receive another puppy providing the following criteria have been met. The replacement puppy selection is dictated by the criteria described below.

- 1.) The original BUYER must own the puppy no transfers are to have occurred with the ownership.
- 2.) The puppy must be de-sexed and may not have sired or whelped a litter.
- 3.) The puppy must have had regular veterinary care and the veterinarian must attest to said care in a notarized statement. If HD/ED is suspected anytime prior to 26 months, a hip x-ray must be taken and submitted to The Orthopedic Foundation for Animals (OFA) for evaluation. If the puppy receives below the borderline rating, the OFA documentation should be submitted to the SELLER.

BUYER returns said puppy, and returns the dog binder and all applicable veterinary records. If all of the above requirements have been met, then an exchange will be made. BUYER is eligible to receive another puppy according to the criteria concerning a replacement puppy. No monetary exchange will be made.

B.) The BUYER may keep the puppy, receive a refund of the purchase price, and release the SELLER from any further obligations related to the puppy if the following conditions have been met:

- 1.) The puppy is under 26 months old.
- 2.) The original BUYER must own the puppy. No transfers of ownership are to have occurred.
- 3.) The puppy must not have sired or whelped a litter and must be spayed or neutered with proof provided to the SELLER as set forth in the sales contract above.
- 4.) The puppy must have had regular veterinary care and the veterinarian must attest to said care in a notarized statement. If HD/ED is suspected anytime prior to 26 months, a hip x-ray must be taken and submitted to The Orthopedic Foundation for Animals (OFA) for their evaluation. If the puppy receives below the borderline rating, the OFA documentation should be submitted along with veterinary proof showing that the dog was spayed/neutered, and if all of the above requirements have been met, then the refund of the purchase price will be made.

Buyer's Initials Here:

If option A or B is exercised then all provisions of the original sales contract have been completely satisfied and the SELLER is released from any further obligations. If a replacement puppy is chosen, SELLER will attempt to replace puppy with one of same color and gender. Litter selection for a replacement puppy is at the SELLER's discretion. BUYER does not have a choice of a different gender or color for a replacement puppy. SELLER reserves the right to have the OFA and/or his veterinarian as the judge in determining hip dysplasia with any costs covered by the BUYER. In cases of disagreement, the OFA will be the only judge and all costs are the responsibility of the BUYER.

It is further understood and agreed that no warranty or representation has been made with respect to said puppy, except as set forth in writing in this agreement. This guarantee is valid only for the original owner and is not transferable. Once a transfer of the puppy has been made the guarantee is voided.

General Illness:

The BUYER has (3) THREE days from the date of puppy pickup in which to have the puppy checked by a licensed veterinarian. If the veterinarian finds the puppy to be seriously ill, contagious, congenital or hereditary in nature, the following provisions will be honored:

- A.) The puppy can be returned with all materials and another puppy of equal value or a full refund will be given provided a letter from the examining veterinarian is provided as proof of illness.
- B.) It is agreed and understood that any exchange must be set up within the seven-day period. Any and all transportation is the BUYER's responsibility. The SELLER assumes no responsibility for said puppy after it leaves the premises, which includes, but is not limited to medical expenses, mortality, landlord's disapproval, allergy to puppy, disagreement with family, mistreatment of puppy, accidental poisoning, trauma to puppy, etc.
- C.) SELLER is not obligated to exercise the section of the contract if they believe that the puppy is the victim of an accident or has been abused.

Minor health ailments, including, but not limited to, fleas, worms, intestinal parasites, umbilical hernias, bite issues, including but not limited to overbites, under-bites, any expenses related to malocclusions, or Base Narrow Canines are not covered by this or any other warranty and/or stress induced ailments due to the Dog's transition to BUYER'S home are not considered "life-altering" and do not entitle BUYER to a Full or Partial Refund.

Buyer's Initials Here:

BUYER's Obligations:

The Buyer agrees to provide the following for the ENTIRE LIFE OF THE DOG:

- \*Daily food, water, and care requirements
- \*Regular veterinary care (including but not limited to spayed/neutered, vaccinations, and microchip)
- \*Dog is being sold as a PET only, so the dog must be a part of your FAMILY
- \*Dog must be kept safe while in your home and/or outside of your premise
- \*Basic training and daily exercise program
- \*Although this is a commitment for the life of the pet, in the unlikely and unfortunate event that circumstances change so that you are unable to keep your dog, please contact Elite Blend prior to surrendering.

Signature of SELLER: \_\_\_\_\_ date \_\_\_\_\_

Signature of BUYER: \_\_\_\_\_ date \_\_\_\_\_