

# South Mountain Goldendoodles

## Puppy Guarantee and Purchase Contract

The Puppy \_\_\_\_\_ is guaranteed to be in good health, to the best of Seller's knowledge, at the time of delivery.

Buyer understands that because Goldendoodles are a crossbreed and are not a "standardized breed," the dog is not guaranteed to be hypoallergenic or low shedding; and no guarantee is made regarding, size, weight or coat types when grown. Seller has endeavored to make the best match possible between Puppy and Buyer.

### **1. Seven-day Wellness Guarantee Period**

Seller has instructed the Buyer to have the Puppy checked by a licensed veterinarian within seven (7) days of purchase. If the veterinarian finds anything that is life threatening or substantially threatens the quality of life of the Puppy, it will be exchanged for another puppy of equal value, if available, or a puppy from another litter will be given as soon as is available and within one year, provided a letter from the examining veterinarian is offered as evidence of the Puppy's illness, and the Puppy is returned within the guarantee period (or acceptable arrangements have been made with the Seller). If a replacement puppy cannot be provided within one year, a full refund will be given.

Common puppy ailments, such as giardia, clostridia, coccidia, worms, mites, fleas, ticks, are not covered in this guarantee.

The puppy has been examined at 8 weeks of age by Seller's vet and all common puppy illnesses/issues have been addressed and preventative measures taken.

Any signs of depression, lethargy, lack of appetite or desire to drink water, diarrhea (particularly with blood and/or mucous), or vomiting must be reported to the breeder and your vet immediately.

### **2. Four-Month Puppy Protection Period**

Buyer understands that Seller has instructed Buyer not to take Puppy to public places (including, but not limited to, parks, neighbors', pet supply stores, puppy classes/training, etc.) frequented by other puppies or dogs until the Puppy has received its final rounds of shots (to be determined by a licensed veterinarian, usually 16 weeks of age). This is for the health of the Puppy and to avoid contact with areas where infected or un-vaccinated dogs may have been or may be present with such illnesses/bacteria/fungus causing parvovirus, giardia, clostridia, coccidia, etc. This is to protect the Puppy and could save the Puppy's life. Any illness contracted from Buyer's decision not to follow these guidelines will void this guarantee.

### **3. Twenty-Four Month Guarantee Period**

If the within-described Puppy is diagnosed with hip dysplasia or a congenital disorder that is life threatening or greatly diminishes the dog's quality of life and that is identified within 24 months from the Puppy's date of birth, Buyer will have the option of receiving:

- If available a replacement puppy from the next available litter of comparable gender/color/breed and generation or a puppy of similar acceptable color/breed and generation; or,
- Monetary reimbursement, up to the purchase price of the Puppy/dog, for all veterinary expenses related to treatment (does not include reimbursement for food). Paid vet bills are to be provided by Buyer to Seller within thirty (30) days of charges incurred. Said refund to be paid no later than from the next subsequent litter bred by Seller, at Seller's discretion.
- Shipping fees will not be refunded, and if it becomes necessary to ship a replacement Puppy, those fees are to be paid by the Buyer.
- Request and submission of documentation shall be submitted to Seller by Buyer within thirty (30) days of diagnosis.
- Proof of spay/neuter by 8 months old must accompany any request for warranty reimbursement.

### **What is Covered in the Basic Warranty?**

Seller guarantees your dog for 24 months from the date of birth for:

- Genetically caused hip or elbow dysplasia, providing the puppy has not been overweight, exposed to unhealthy environmental conditions, trauma, abuse, or had any physical injury or issues whose cause is unknown or may have an environmental link.
- Eye Disorders. Congenital defect of the eye causing progressive blindness in one or both eyes and/or requiring surgery or ongoing medication, as diagnosed by a Veterinary Ophthalmologist. Proof is to include copies of diagnosis and treatment documentation from a Board-Certified Veterinary Ophthalmologist.
- Cardiac (heart) disorders requiring surgery or a heart disorder requiring life-long medication diagnosed by a Board-Certified Canine Cardiologist.
- Von Willebrand Disease (vWD) (blood disease) (proof submission to include verification by VetGen ([www.VetGen.com](http://www.VetGen.com)) using a DNA test for vWD), a hereditary/congenital disorder that is life threatening or greatly diminishes the dog's quality of life, diagnosis to be verified by a lab or expert with knowledge in the field, and proof submitted to Seller.

### **What is not covered?**

- This warranty does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, worms, giardia or coccidiosis.
- It also does not include any illness due to the ingestion of foreign objects, food, plants, chemicals or other items, physical injury or issues whose cause is

unknown or may have an environmental link or illnesses from unknown causes that are not preventable by genetic pre-screening, including, but not limited to, cancerous growths.

- Not included in this guarantee are health problems arising from trauma, abuse, or failure to maintain general health care of this dog, including allowing the dog to become overweight.
- Also not included is injury to joints or bones from over-exercise. Since current veterinary science shows that dysplasia is more a product of nutrition and environment than genetics, dogs that are at any point overweight or that incur injury to bones or joints from over-exercise or exposure to improper or harsh environment are explicitly excluded from warranty of hip or elbow dysplasia. Veterinary records must be provided to Seller if requesting refund or replacement.
- Under no circumstances shall the Seller be liable to the Buyer or to any third party for a dog that has been subjected to abuse, accident, negligence, or misuse.
- Also, under no circumstances shall the Seller be liable for any consequential, incidental, or special damages resulting from or in any manner related to this dog.
- All refunds are cumulative and once the full purchase price of the Puppy has been refunded to buyer, for whatever cause, the warranties expire, and Seller has no further monetary obligation to Buyer.

#### **4. Buyer's Responsibilities**

Buyer agrees to:

- Feed a quality dog food.
- Maintain the dog in good health. Providing routine preventative health care including, but not limited to, inoculation, parasite control, monthly heartworm prevention, and other preventative medication.
- Not allow the dog to become overweight or over-exercise.
- Not subject the dog to harsh environmental conditions, including, but not limited to, sleeping on concrete or other hard surfaces or prolonged exposure to extreme temperatures or extreme weather conditions.
- Not be kept outside overnight.
- Provide at a minimum basic obedience training.
- Not to rehome the dog without first contacting the Seller. Never turn the dog over to a shelter or rescue.
- Spay or neuter the dog by 8 months of age. Failure to do any of the above voids this guarantee.

#### **5. Re-Homing**

If an unforeseen situation arises such that Buyer is unable to continue to keep the Puppy/dog, Buyer agrees to contact Seller immediately and Seller will assist Buyer in finding an approved home for such Puppy/dog. Seller retains first rights to rehoming the Puppy/dog.

Seller will pursue a suitable new home for the puppy/dog. A puppy/dog will be rehomed after it has been vet checked and brought up to date with shots and spay/neuter, if necessary. Grooming and training expenses may also be required. If Seller is able to sell the puppy/dog the Buyer will be reimbursed the sale amount minus expenses in rehoming the dog to include vet expenses to examine the dog, any necessary shots, spay/neuter, grooming, training and Seller travel expenses if required. Buyer understands that the sale price of the puppy/dog will not necessarily be the same price as Buyer paid for the pup/dog, depending upon the pup/dog's age, health, and marketability at the time of re-homing. *There is no guarantee that the sale price will be greater than the expense amount.* The Buyer will not be liable for any expense amount over the sale price should that occur.

Seller may or may not agree to take actual possession of the Puppy/dog to rehome. If the Seller/Breeder currently has another litter in progress they may choose not to take possession of the Puppy/dog for the protection of that litter. Seller will only take possession under those circumstances if Buyer's vet verifies with documented proof that the puppy/dog is up to date on shots and worming and is otherwise healthy so as not to potentially jeopardize Sellers other puppies/dogs. The Seller has sole discretion in deciding to take possession of the dog under these circumstances. If, under these circumstances, the Buyer cannot keep the dog until rehoming the Seller reserves the right to find a suitable foster home during that time.

If Buyer keeps the dog until rehomed and Seller is able to sell the Puppy/dog, Seller will provide the sale price of the dog to the Buyer less expenses as noted above. The Seller will take possession of the Puppy/dog after two (2) weeks if a suitable home has not been found. When the Seller takes possession, they will continue to pursue a new home. The reimbursement terms described herein will still be honored if the Seller is able to sell Puppy/dog.

***Seller offers this re-homing so that no Puppy/dog bred by Seller ever ends up in a shelter or in an unapproved home.***

If Buyer secures rehoming, Buyer agrees to notify Seller of the new owner's name and contact information for Seller's records. Failure to comply with this voids warranty and could result in the Buyer paying for all monetary obligations to the Seller so that the Seller may gain custody of the said pup/dog.

***Under no circumstances should the pup/dog be rehomed without first consulting the Seller.***

**6. Non-Transferable**

This guarantee is not transferable and is between the Seller and the original Buyer only, except that Buyer is obligated to Seller for the terms herein.

**7. Release of Liability**

Buyer hereby forever releases and indemnifies Seller from any and all claims of liability, whether known or unknown at this time, or for which claim may arise after the signing of this Agreement.

**8. No Other Warranties**

It is further understood and agreed that no warranty or representation has been made with respect to the described Puppy except as set forth herein. Buyer agrees to hold Seller harmless and free from any liability from the time Buyer has taken possession of the Puppy.

**9. Entire Agreement**

This Agreement represents the entire Agreement between the parties and there are no other agreements, express or implied, unless included in this Agreement or by a writing signed by both parties and made a part hereof.

**10. Jurisdiction, Choice of Law and Venue**

This Agreement, and any amendments or addenda hereto, shall be construed, interpreted, and adjudicated under the laws of the state of Maryland and venue is reserved to the general sessions, circuit or chancery courts of Washington County, Maryland.

Buyer has read the above and agrees by said conditions.

_____	_____
Signature	Date

_____	_____
Signature	Date

Address:	Email:
_____	_____

_____	Phone:
_____	_____