



Doodle Roots Puppy Health Contract

This contract is between Karra Jackson (Doodle Roots)(Breeder)

and _____ (Buyer).

Dated: _____

Puppy Litter Name: _____

Puppy Microchip: _____

Litter Name: _____

Date of Whelp: _____ Sex: _____ Color: _____

Sire Name: _____

Dame Name: _____

WALA Litter Registration: _____

The Breeder and Buyer agree as follows:

1. **Purchase Price.** The full purchase price of \$2,900 (“**Purchase Price**”) is agreed with the balance due in full prior to pickup, but after selection of the puppy. Any delivery expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Zelle, Venmo, Check, Paypal (3% fee applies), Cashiers Check or Payments through Good Dog.
2. **Limited Registration.** The puppy/dog is an Australian Labradoodle with WALA and is being sold with limited WALA registration as a companion pet only.. [Breeder agrees to provide Buyer with all WALA registration papers and pedigree upon completion of Spay/Neuter.] The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for WALA registration.
3. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, [(a)] Buyer must return the puppy/dog to Breeder immediately [and pay Breeder \$10,000 per litter of offspring] and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.
4. **Breeder’s Obligations.** Breeder represents and warrants the following:
 - a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer.
 - b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer and (iii) has been microchipped and microchip number provided. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours if desired. If, within the

Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes any health issues caused by Buyer’s ill-treatment, abuse or neglect, any health issues that result from the puppy/dog’s transportation from Breeder to Buyer and all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or UTIs or vaginitis.

- c. Long-Term Health Warranty. Breeder provides a Two (2)-year warranty from the puppy/dog’s date of birth against any debilitating congenital conditions. If that condition is diagnosed, in the applicable time period, and Buyer decides to keep the dog; Breeder shall reimburse Buyer’s veterinary costs up to \$2,900. Buyer must provide copies of veterinary examinations and reviews to Breeder documenting the genetic health issue before treatment is started. Breeder has the right to require a second opinion before treatment is started. Reimbursement of veterinary fees are provided to Buyer upon receipt of copies of the medical reports. Reports must state the treatments provided, and fees for the treatments. Breeder will only reimburse for fees directly related to the genetic disease or condition. If Buyer decides not to keep the dog, Breeder shall provide a replacement dog from an agreed upon litter with availability. Buyer is responsible for the delivery of a replacement puppy and/or return of the original puppy.
 - d. Hip Dysplasia Warranty. Breeder provides a Two (2) year warranty from the puppy/dog’s date of birth for Hip Dysplasia. If that condition is diagnosed, in the applicable time period, and Buyer decides to keep the dog; Breeder shall reimburse Buyer’s veterinary costs for needed treatment up to \$2,900. This warranty will be terminated should the dog be allowed to become overweight or developing joints be over stressed at any point during the warranty period. If any hip problems are noticed, the buyer's vet must send x-ray’s to the breeder. Breeder has the right to require a second opinion, at buyer’s expense, before treatment is started. Buyer must provide copies of veterinary examinations and reviews to the Breeder documenting the issue before any treatment is started. Only medical expenses of dogs showing debilitating symptoms of hip dysplasia will be reimbursed as hip dysplasia does not always cause symptoms, or symptoms are so minor it does not require treatment. If Buyer decides not to keep the dog, Breeder shall provide a replacement dog from an agreed upon litter with availability. Buyer is responsible for the delivery of a replacement puppy and/or return of the original puppy.
 - e. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was “unfit for purchase” or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may [keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount).
5. **Buyer’s Obligations.** Buyer agrees to the following:
- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing housing indoors and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog’s lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog’s immunity to common canine diseases.

- b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- i. Health issues that are the result of vaccinations including: sarcomas, tumors, auto-immune disorders, thyroid disease, allergies & seizures, and occur following an administered vaccine will not be covered under the genetic portion of this warranty. If itching issues develop after an administered vaccine, Breeder will not be held liable and the issue is not covered under the genetic portion of this contract. Buyer agrees to **NOT** allow the Vet to administer any vaccine if the dog's system is under duress from other physical health issues including but not limited to: parasites in the intestinal system injury or illness. *Buyer also agrees to have both the Rabies and Lepto vaccines administered separately from all other vaccines, including each other, and to allow at least three weeks between these and all other vaccines. Use of Comfortis, Trifexis or other oral flea prevention products voids all warranties.*
- c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
- i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
 - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. At no point is the puppy/dog to be placed in a shelter, research facility, pound or euthanized. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- f. Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon Buyer signing Spay Secure contract prior to puppy pickup, paying all costs and expenses to spay/neuter the puppy/dog [no later than the age of One year (12 months)] and providing proof of such

spaying/neutering to Spay Secure immediately upon completion. [In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$7,100 (calculated for cost of breeding dog price of \$10,000) if puppy/dog is not spayed/neutered in accordance with this Agreement.]

- g. **Training:** Buyer will provide positive reinforcement training no later than 16 weeks of age and agrees to continue with training as long as necessary to establish a solid foundation for a well socialized animal. Training may be done independently or through professional trainers. At **NO** time should a shock collar, prong collar, e-collar or any corrective collar be used with the puppy/dog. If a corrective collar is used at any point, Breeder has the right to remove the dog from Buyer or void Breeder obligations and warranties set forth in this contract. Should Buyer not be successful at obedience training or training of negative behaviors independently, Buyer agrees to seek professional help from a certified trainer using positive reinforcement training should it become necessary. Behaviors that develop due to lack of proper training and socialization are not Seller's responsibility.
 - h. **Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.
2. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
 3. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog [and its duly signed WALA transfer papers/registration] and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
 4. **[Agreement to Mediate.** If a dispute arises out of or relates 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.]
 5. **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 Kentucky, County of Bell without regard to the conflicts of laws provisions thereof. If Buyer is found to be in default, Buyer is responsible for all Attorney fees incurred by Breeder.

6. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties 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.
7. **Doodle Roots Incentives** (Buyer is **NOT** required to complete any incentive as part of the contract)
- a. Repeat puppy buyers will receive \$200 off the purchase price of their next Doodle Roots puppy.
 - b. Refer a friend program - \$100 incentive if the friend purchases a puppy
 - c. \$25 donated from each puppy purchase to our "River Runs Calm" program to help create scholarship opportunities for schools desiring a therapy dog.
 - d. \$10 if you sign up for pet insurance (excluding Trupanion free offer)
 - e. 1 year added to health guarantee (3 years total) for the dog being fed Life's Abundance for the duration of health guarantee. Buyer must order from the provided link (www.lifesabundance.com/KarraJackson) for tracking purposes. At any time within your puppy's first 36 months, should your puppy be removed from the Life's Abundance food, the additional 1 (one) year extension of the health guarantee becomes void without exceptions (2 year health guarantee stays in place).
 - f. Training incentives (must send picture of puppy, name of trainer/training facility and picture of certificate):
 - i. \$15 for purchasing Baxter/Bella (must use coupon code of **Roots** when purchasing)
 - ii. \$20 for completing in person puppy class
 - iii. \$20 for completing in person intermediate training class
 - iv. \$20 for completing any training class above intermediate (total 1 offer)
 - v. \$50 for CGC certification
 - vi. \$100 for therapy dog certification

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

Name:

Address:

Email:

Phone:

Name:

Address:

Email:

Phone: