



Pacific Coast Doodles

613 Asilo

Arroyo Grande, CA 93420

(805)448-0375

pacificcoastdoodles@gmail.com

Sales Contract & Health Guarantee

This purchase contract is between the Seller, Pacific Coast Doodles aka Lisa Chenoweth, and the buyer listed below:

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

Buyer agrees to purchase a Labradoodle Dog according to the terms listed below:

Purchase & Sales Terms

Purchase Price of Dog: \$2,800.00 + \$217.00 (7.75% CA Sales Tax) = Total Due \$3,017.00

Buyer has agreed to place a \$300.00 non-refundable deposit, towards purchase price above, in order to secure his or her place for choosing a puppy from the litter listed below:

Sire: Loveable Labradoodles Lonzo's Hidden Treasure – ALAA#032545

Dam: Sweet Home Apricot Brandi – ALAA#066205

Due Date: December 31, 2019

Picks will be done in the following priorities.

Breeder Pick - Seller reserves the right for first and second picks of the litter.

Priority Pick is offered for an additional \$500.00 on top of the purchase price. (Total Deposit \$800.00) This puts you at the top of all puppy allocations after my Breeder Picks. Only 1 Priority Pick will be offered per litter.

Standard Selection occurs after Breeder and Priority Picks. Standard selection occurs in order of reservation deposits received. Appointments are scheduled when puppies are 6-7 weeks old.

Buyer will make another \$1000.00 installment at the time Buyer exercises right to puppy pick in said litter. The remaining balance will be due prior to delivery of Dog. Payment in full must be made by the Buyer and clear the bank prior to taking delivery of the Dog.

Dog is sold solely as a pet. Dog will be sold as a pet and companion and Buyer does not have a right to breed such dog. **Buyer understands that the Dog will be spayed/neutered prior to delivery of Dog.**

Buyer understands that we do not ship our Dogs. Pick up must be done by Buyer at Sellers location, listed above, in Arroyo Grande, CA.

Buyer understands that the going home date, will be set prior to Puppy pick, and understands that Seller will not hold the puppy past this date without a fee of \$50.00 per day for boarding. Boarding arrangements/dates must be agreed upon by both parties.

Health Guarantee

Seller guarantees that Dog will be in good health on the day of delivery. Seller will ensure that Dog has been given age-appropriate vaccinations, worming, microchip identification and has been spayed/neutered. Records of the foregoing will be provided at time of delivery.

Buyer agrees to have the Dog examined by Buyer's veterinarian, at Buyer's expense, within 3 days of delivery of the dog to Buyer. This is done in order to establish the Dog was sold to you in good health. Buyer must make Seller aware, of any problems found by Buyer's veterinarian, immediately. Seller reserves the right to have Dog re-examined, at Seller's expense, by a veterinarian of Seller's choice, If both, Buyer's veterinarian and Seller's veterinarian confirm Dog is suffering from any illness or disease, during this initial 3 day period, Buyer has a right to return Dog for a refund. If Buyer fails to have the Dog examined by a licensed veterinarian, within 3 days of delivery, Buyer agrees the dog was healthy at the time of transfer.

Should the Dog manifest PRA (eyes) or hip dysplasia as confirmed by a veterinarian, (a copy of OFA written report with x-ray) within 2 years from the date of birth, Seller will either refund to Buyer the purchase price of the Dog or Buyer may choose another Dog of equal value from another litter offered by Seller, when available.

Buyer Responsibilities

Buyer agrees to take good care of this Dog, feed and house the Dog properly, maintain vaccinations, control the Dog on a harness or leash when in public and when off 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. Buyer agrees to give the Dog proper physical and emotional care and welfare. The buyer must agree to house the Dog indoors as its primary housing. 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, Seller retains the right to retake possession of the Dog with no refund to the buyer. The death, injury or loss of the Dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the buyer to any compensation from the Seller.

Buyer is responsible to protect the Dog from any contact with communicable diseases by not exposing it to public places and keeping it up to date on its immunizations. Buyer agrees to keep Dog away from public parks, beaches etc. until the Dog is at least 4 months of age and has completed its recommended immunizations.

The Dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty given to the buyer for any special purpose, function breeding of this dog. This dog is not to be used for any illegal or immoral activities and is not to be used for any type of money-making operation. Buyer expressly agrees to these conditions.

Buyer understands they do not have a right to breed Dog and Dog is sold as a Pet only. If Buyer does not want Dog spayed/neutered prior to delivery, they must request this from Seller. If Seller agrees to delay spay/neuter, Buyer agrees to spay/neuter, no later than 7 months of age. Failure to have the dog altered within this time frame results will void all warranties and/or any rights to a refund. Buyer must provide Seller with a copy of spay/neuter certificate that includes dog's microchip identification. If this information is not provided to Seller, Seller will seek monetary damages of \$10,000.00.

In the event the Buyer is unable to keep the Dog for any reason, Buyer agrees to offer to the Seller the first chance to reclaim the dog. In the event of a resale, Buyer must notify Seller with the new name and address of the new Buyer and it must be approved by Seller prior to transfer. Buyer agrees not to sell this Dog to any retail company or establishment. Health warranty only applies to original Buyer.

Indemnification

Buyer expressly agrees to defend and indemnify and hold harmless Seller, its agents, representatives, employees, and affiliates from any and all loss, damage, liability, or any other claims made or threatened by anyone or any entity based on the actions of the dog or Buyer or performance under this Agreement. Should Buyer fail to perform its obligations under this provision, Buyer agrees and understands that Seller shall have a right to reimbursement from Buyer for any and all attorneys' fees and costs and any judgment or settlement incurred by Seller in defending itself against any third-party lawsuit or action.

Release of Liability

Buyer agrees that he and/or she are assuming all risks relating to ownership of a Dog. Buyer(s) forever release and discharge Seller, its agents, representatives, employees, and affiliates from any and all loss, damage, liability, or any other claims made or threatened based on the actions of the Dog.

Governing Law & Venue

This contract is to be governed by the laws of the State of California. Venue for any dispute shall be San Luis Obispo County, California. Should legal action be initiated due to a breach or dispute arising out this Purchase and Sale Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees.

Integration

This Purchase and Sale Agreement is the complete agreement between the Parties with regard to the subject matter contained herein. No other representations, understandings, promises, assurances, advice or disclosures other than those included herein will add to, vary or modify this Agreement unless it is in writing and signed by both Parties.

Buyer has carefully read this entire agreement and fully understands and approves of its contents.

_____	_____	____/____/____
Buyer(s) Name	Buyer (s) Signature	Date

_____	_____	____/____/____
Buyer(s) Name	Buyer (s) Signature	Date

_____	_____	____/____/____
Seller's Name	Seller's Signature	Date

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