



LABRADOODLE PURCHASE CONTRACT

(Non Breeding Companion Animal)

This agreement is entered into in Corrales, New Mexico on the date written below between Becky Meddleton of Desert Waves Labradoodles ("**Seller**") and _____ ("**Buyer**"). Seller agrees to sell, and Buyer agrees to purchase, a Labradoodle dog or puppy in accordance with the terms set forth below. The terms "puppy" and "dog" are used interchangeably throughout this contract.

1. Upon execution of this contract, Buyer shall pay to Seller the sum of \$_____.00 ("**purchase price**") in payment of the purchase price for the Labradoodle identified as birthdate: _____, sire: _____, dam: _____, sex: _____, color: _____, coat: _____ type: _____, other descriptive characteristics: _____ and permanent ID: _____.
2. Seller certifies that the above-described Labradoodle is of sound health at the time of sale. Said puppy comes with a health guarantee for PRA(prcd) (eyes) and Hip Dysplasia up to 2 years of age. In the event the dog sold pursuant to this contract develops PRA(prcd) or Hip Dysplasia before the dog reaches the age of two, Buyer shall notify Seller in writing immediately upon receiving such diagnosis, and shall be entitled, in accordance with the terms and conditions of paragraphs 11. and 16. below, to receive a refund of the purchase price or a replacement dog. Buyer shall also execute a medical records release to enable Seller to obtain all veterinary records regarding the dog and to speak with Buyer's Veterinarian regarding the dog, its medical history and treatments.
3. Buyer agrees that this puppy is being purchased as a companion animal and will not be used for breeding purposes.
4. Buyer also agrees that the puppy will be provided routine preventative health care, will be kept in good health and will be provided adequate shelter and care. Buyer also agrees to provide, and shall be responsible for providing, training to include house breaking, socialization and basic obedience training either on Buyer's own or with the assistance of an appropriate professional. Buyer agrees to comply with all applicable laws and regulations regarding registration and licensing of the dog.



5. Buyer agrees to first contact Seller if Buyer ever determines that it is necessary to find a new home for the dog. In such event, Seller will assist Buyer in trying to find a new home for the dog or may, at Seller's discretion, accept the dog back from Buyer. If Seller takes the dog back, Buyer shall be responsible for the costs of delivery of the dog to Seller and Buyer shall not be entitled to a replacement dog or a refund of the purchase price. In the event Seller subsequently sells the dog to a new owner, Buyer shall not be entitled to any proceeds of the sale of such dog.
6. Buyer agrees that he or she will not, at any time, relinquish the dog to an animal shelter, rescue organization, pet store, laboratory or other research facility. Buyer further agrees that he or she will not, at any time, abandon the dog.
7. Prior to delivery, a Veterinarian will examine the puppy to be sure the puppy is in good health, provide age appropriate vaccinations, microchip the puppy, spay or neuter the puppy, and the puppy will be de-wormed.
8. Seller will provide Buyer with the following: records of the vaccinations and worming treatments given to the puppy, records regarding the micro chip implanted in the puppy, necessary microchip registration documents, all medical records relating to the puppy, documentation regarding registration and information regarding appropriate nutrition and feeding requirements for the puppy.
9. Upon receipt of the puppy, Buyer must have the puppy examined for a well puppy exam by a Veterinarian of Buyer's choice, and at Buyer's expense, within three days of the date and time of receipt of the puppy by Buyer. If there are any concerns about the puppy's health, Buyer must notify Seller within 24 hours of the veterinary examination and must provide Seller with a signed medical records release to enable Seller to obtain copies of the veterinary records and to speak to the Veterinarian who examined the dog.
10. If within 3 days of the date the puppy is received by Buyer, the puppy becomes ill, Buyer shall so notify Seller within 24 hours of the puppy becoming ill. If the illness is not severe and is treatable, Seller may elect to reimburse Buyer for usual and reasonable costs of appropriate treatment of the puppy and Buyer shall have no other remedies with respect to the puppy's illness. If the illness is severe, or if Seller elects not to pay the costs of treatment of the puppy's illness, Buyer may return the dog to Seller and receive, at Seller's discretion, a full refund of the purchase price or a different puppy. If Seller elects to replace the puppy, the replacement puppy shall be provided within one year of the date the first puppy was returned. Buyer shall be responsible for any costs of shipping the original puppy back to Seller and for the costs of shipping the replacement puppy to Buyer. Seller shall not be responsible for the payment or reimbursement of any Veterinary expenses under this



paragraph without Seller's prior written agreement to pay such expenses. Unless otherwise agreed in writing by Seller, Seller shall not be responsible for providing a replacement puppy or refunding the purchase price if the puppy which became ill is not returned to Seller.

11. In the event that the dog is diagnosed with PRA (prcd) or Hip Dysplasia within two years of the dog's date of birth, and such diagnosis is confirmed by a Veterinarian retained by Seller at Seller's expense (if Seller elects to obtain a second opinion), Seller shall either, at Seller's option, replace the dog within one year of the date Seller is provided with the diagnosis of such disease, or refund to Buyer the purchase price identified above. If the Buyer's Veterinarian and the Veterinarian retained by Seller disagree about the diagnosis, such Veterinarians shall be asked to agree upon and designate a third Veterinarian to evaluate the tests results and dog. The decision of the third Veterinarian shall be binding. Unless otherwise agreed in writing by Seller, Seller shall not be responsible for providing a replacement puppy or refunding the purchase price if the puppy which developed Dysplasia or PRA (prcd) is not returned to Seller.
12. The puppy will be available for pick up after he or she is 8 weeks old. Seller will notify Buyer when the puppy is available to be picked up. In the event that Buyer would like to have the puppy shipped to Buyer, Seller shall ship the puppy to Buyer at Buyer's expense. Shipping will be by commercial carrier and in accordance with such carrier's regulations regarding shipment. Buyer will pay the actual cost of shipping (including any additional charges and taxes charged by the carrier) plus the cost of a new crate suitable for shipping, insurance related to shipping, and a health certificate as required for shipping. Seller shall make all shipping arrangements and will have sole discretion regarding the choice of carrier and whether shipping at a particular time is appropriate. For example, puppies will not be shipped when Seller believes that weather or other conditions make shipping inadvisable. Seller shall not be responsible for any negligence or harm caused by the carrier, its agents or employees, or by any third party.
13. If the puppy will be shipped to Buyer, Buyer will pay a charge in the amount of Ten Dollars (\$10.00) per day from the date the puppy is available for pick up and the date the puppy is shipped.
14. In the event that, after the execution of this contract but before delivery of the puppy to Buyer, the puppy becomes ill or otherwise unsuitable for sale pursuant to the terms of this contract, Seller shall, in Seller's discretion, provide Buyer with a replacement puppy or refund Buyer the purchase price. In the event Seller elects to provide Buyer with a replacement puppy, the puppy shall be from the same litter as the puppy initially purchased unless all of the other puppies have already been sold, in which case Seller shall provide Buyer with another puppy within one year.
15. Payment of the purchase price is due upon execution of this contract and shall be made by certified



check payable to the order of Becky Meddleton. All other amounts due under this contract shall be paid by certified check, payable to the order of Becky Meddleton, prior to delivery of the puppy.

16. In the event Seller provides a replacement dog pursuant to the terms of this contract, Buyer agrees and understands that such dog will not be identical to the dog initially purchased under this contract, and may be a different gender, color or coat type. Any replacement dog will be a Labradoodle in sound health. Except for the description of such dog, the provisions of this contract shall apply to such replacement dog as if such dog were the initial dog sold pursuant hereto.
17. By signing this contract Buyer certifies that he or she has read Seller's policies and agrees to their terms and conditions.
18. This contract is governed by the laws of the State of New Mexico, the courts of which state Buyer and Seller agree have personal and subject matter jurisdiction over any disputes arising under this contract.
19. Buyer understands that his or her sole remedies under this contract are to obtain a refund or replacement dog in the event the puppy purchased under this contract becomes ill within three days of receipt of the puppy or the dog develops Hip Dysplasia or PRA (prcd) before it reaches two years of age. Buyer further understands that the limitations on and provisions regarding such remedies are set forth above. Buyer agrees and acknowledges that Seller shall not be liable to Buyer for any actual, consequential or special damages related in any way to the purchase, shipment, adoption, development, health or behavior of the dog. Buyer acknowledges and understands that a puppy is a living animal, each with its own temperament and personality and that Seller cannot control and is not responsible for the development of any particular animal.
20. For purposes of this agreement, unless otherwise specified, "delivery" of the puppy shall be deemed to be, as applicable, the date the puppy is picked up by the owner at Desert Waves Labradoodles, or the date and time the puppy is delivered to a carrier for shipping. All references to execution of this contract shall be to execution by both Buyer and Seller. All references to a Veterinarian refer to a licensed Veterinarian.
21. Buyer may reserve a puppy, subject to availability, upon execution of this contract and payment to Seller by certified check payable to the order of Becky Meddleton in the amount of Three Hundred and Fifty Dollars (\$350.00). Such amount shall be deemed to be a nonrefundable deposit to be applied toward the purchase price stated above. Within 2 weeks of the birth of a litter, Seller shall notify Buyer of such birth and whether there are sufficient puppies available to fulfill Buyer's reservation. If there are, Buyer shall pay the remaining portion of the purchase price within seven days of receipt by Buyer of notice from Seller of the availability for sale of a puppy. In the event such



amounts are not received within such seven day period, Buyer's reservation will be cancelled, without refund to Buyer of the deposit. In the event there are not sufficient puppies in the litter to fulfill the reservation, Buyer may, at Buyer's option, have Seller apply the reservation to the next litter or obtain a refund of deposit from Seller. All reservations will be first come first serve – the potential buyer who made the first deposit received will receive first pick of the litter; the potential buyer who made the second deposit shall receive second pick, and so on. All picks awarded pursuant to this paragraph shall be made subject to any pre-existing agreements by Seller to sell or provide puppies to others.

22. This contract contains all agreements between the parties and may not be modified except in writing, upon the agreement of both parties. Buyer understands and acknowledges that there are no other agreements between Buyer and Seller not set forth in this contract.

23. The contact information for Seller is set forth above. The contact information for Buyer is:

Buyer: _____

Address: _____

Home phone #: (_____) _____ Cell or work phone#: (_____) _____

Fax#: (_____) _____ Email: _____

This agreement is entered into on this the _____ day of _____
by Buyer and Seller identified above.

Seller,

Buyer

Becky Meddleton, on behalf of

Print Name: _____

Desert Waves Labradoodles