

# CREEKSIDE DOODLES

## Dog Health Warranty, Purchase Agreement and Spay/Neuter Contract

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ provides the terms for the Buyer named below (referred to as “Buyer”) to purchase the pet described below (referred to as “Dog”) from Creekside Doodles (referred to as “Seller”).

Seller		Buyer (to be filled out by Buyer)	
<b>Name</b>	Rebecca Simons	<b>Name</b>	
<b>Mailing Address</b>		<b>Mailing Address</b>	
<b>Phone Number</b>	979-203-4980	<b>Phone Number</b>	
<b>Email Address</b>	<a href="mailto:creeksidedoodlestx@gmail.com">creeksidedoodlestx@gmail.com</a>	<b>Email Address</b>	
Dog (to be filled out by Seller)			
<b>Breed</b>		<b>Sex</b>	
<b>Dam</b>		<b>Sire</b>	
<b>DOB</b>		<b>Color</b>	

### Seller’s Responsibility:

1. The Seller guarantees that the Dog is in good health (minus potential intestinal parasites) and has received the following:
  - a. Age-appropriate immunizations
  - b. Deworming
  - c. Health certificate (available at the time the Buyer takes possession)
  
2. The Seller provides warranty against debilitating congenital defects for a period of two (2) years after the date of sale.
  - a. Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to prevent hereditary issues.
  - b. Debilitating congenital defects are defined as those present since birth that are either life- threatening or would prevent the Dog from fulfilling the intended purpose for which it was purchased.
    - c. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy performed at the buyer’s expense by a veterinary teaching hospital or state licensed DVM acceptable to the Breeder’s veterinarian if the Dog dies).
      - i. Buyer must supply any requested veterinary records related to the Dog’s condition to the seller within two days of diagnosis.
      - ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s choice at the Seller’s expense.
      - iii. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.

- d. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.
  - i. Original Dog need not be returned, provided there is proper documentation of congenital issue.
  - ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12 months.
  - iii. Color or gender is not guaranteed
  - iv. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.
- e. If the Dog is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.
- f. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any physical problem, which is, or could be, caused by accident, injury, neglect, poor diet, or illness due to the ingestion of foreign objects, food, or chemicals.
- g. The Breeder has made a reasonable judgment regarding the eventual adult coat of the Dog, as well as an estimated adult weight and size. However, as these are living beings, this judgement does not guarantee the eventual coat type or size of the Dog, nor is there a guarantee of the eventual allergy-friendliness, degree of shedding, or color of the coat at maturity.
- h. The Breeder warrants that the Dog has a sound temperament that is typical of the breed, subject to the caveat that the Breeder will only be considered to have committed a breach of this warranty if three or more littermates share the same defects in temperament. In other words, if the defect is not shared between three or more littermates, it is deemed that the defect is the result of unsuitable handling practices or training by the Buyer. In the event of the failure of this warranty, the Buyer agrees to return the Dog. The Buyer also agrees that its remedy is limited to the Breeder replacing the Dog free of charge with another Dog of the same breed within 12 months of the return of the Dog. All shipping and transportation fees of the Dog (and the replacement Dog) are the Buyer's sole responsibility, as is the responsibility and liability for conformance with all applicable laws during transport.
  - i. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
  - j. This warranty is non-transferable.

3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

**Buyer's Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of \$ \_\_\_\_\_. This fee does not include shipping. If shipping is required, the Buyer agrees to pay \$\_\_\_\_\_ for \_\_\_\_\_. (special shipping arrangements, cost specified on website)
2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the Dog leaves the Seller.
3. The Buyer agrees to have the Dog examined by a licensed veterinarian within three (3) business days of taking possession. BUYER INITIAL \_\_\_\_\_ DATE \_\_\_\_\_
  - a. If the Dog is found to be in poor health, the Buyer has the option of returning the Dog to the Seller, at the Buyer's cost, for a full refund, less the reservation fee.

b. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.

c. If the Dog is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.

d. Please ensure that the Dog is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.

e. Do not let the Dog walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your Dog on the table. It is recommended to bring a clean towel from home to place Dog on for examination.

4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the Dog is diagnosed, even if the Dog has parasites present when sent home.

a. If you are not willing to treat Dog parasites (sometimes more than one treatment is needed), then please do not buy a Dog.

b. It is common for Dog parasites to flourish after joining their new family (stress and change accommodate this).

c. Most parasites can be contagious, and it is possible that other Dogs in the house can get them.

d. Do not let your other Dogs eat the Dog's feces and clean it up immediately using proper cleaning chemicals.

5. The buyer agrees to provide the best possible care for their Dog for the duration of his or her life. This includes but is not limited to:

a. Housing the Dog indoors

b. Feeding only a premium quality, complete Dog and adult food intended for Dogs

c. Maintaining their Dog at a healthy weight

d. Having their Dog seen by a licensed veterinarian for a wellness exam annually

e. Taking their Dog to the licensed veterinarian if he or she gets sick or is injured

f. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association

g. Administering heartworm preventative medication (if living in an area of concern)

h. Implantation and registration of a microchip

6. The Seller highly recommends the Buyer provide basic obedience training with their Dog within the first year of owning their Dog.

7. The Buyer agrees to postpone strenuous, forced exercise until after their Dog is over one (1) year of age to minimize joint damage as puppies develop.

8. The Buyer acknowledges and agrees that the Dog shall not be sold or given away to anyone, including to a shelter, pound, research laboratory, or similar facilities. If for any reason the Buyer is unable to keep the Dog for any reason, the Buyer acknowledges and agrees that he/she must first contact the Breeder and offer to return the Dog to the Breeder. The Dog is to be returned to the Breeder at the Buyer's expense. In the Breeder's sole discretion, compensation up to half of the purchase price of the Dog stated in the Agreement, less the deposit, may be reimbursed to the Buyer in the event of a return within two (2) weeks of the Pick-up Date.

9. The Buyer allows the Seller to use any pictures of the Dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

**Spay and Neuter Contract:**

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above Dog by 12 months of age. BUYER INITIAL\_\_\_\_\_ DATE\_\_\_\_\_

a. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the Dog reaches 12 months of age. BUYER INITIAL\_\_\_\_\_ DATE\_\_\_\_\_

b. If the Seller does not receive this documentation within this time, the warranty will become null and void. BUYER INITIAL\_\_\_\_\_ DATE\_\_\_\_\_

2. It is understood that at the time of sale that the Dog is **not** to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion and/or working Dog. It is being sold as a pet **without** breeding rights. If the Dog is bred, either intentionally OR unintentionally Buyer owes Seller a fee of \$5000.00.

If the terms of this contract are not met it becomes null and void. By not signing the contract the buyer will be purchasing the Dog AS IS with no guarantee or warranty. Should the buyer choose to pursue matters in the court of law, that place of jurisdiction is Washington County, Texas. The buyer will also be responsible for any attorney fees that the seller incurs.

\_\_\_\_\_  
Buyer Signature and Date

\_\_\_\_\_  
Seller Signature and Date