

# NORTH FLORIDA DOODLES DBA FIRST COAST GOLDENDOODLES

Dog Health Warranty, Purchase Agreement and Spay/Neuter Contract

This contract is between:			
North Florida Doodles DBA: First Coast Goldendoodles (Hereafter: "Seller/Breeder")			
and (Hereafter "Buyer")			
and is entered on this date:			

#### Pertaining to:

Puppy Name:	Birthdate:	Gender:	
Sire:	Dam:	Color:	

#### **Sellers Responsibility:**

- 1. The seller guarantees that the puppy 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 one year from the date of birth.
- 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 puppy from fulfilling the intended purpose for which it was purchased.
- C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including a necropsy if the dog dies).
  - i. Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven (7) 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, the 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 puppy 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, size or gender is not guaranteed
- iv. Shipping fees will not be refunded, any costs associated with shipping the replacement puppy are to be covered by the buyer.
- v. Breeder is not responsible for lab discrepancies pertaining to DNA test. DNA testing does not specialize in mixed breeders, so test results may vary.
- vi. Breeder breeds based on prior generation genetic testing.
- E. If the puppy 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 illness due to the ingestion of foreign objects, food, chemicals or physical injury.
- G. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
- H. This health 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.
- 4. All puppy "picks" are reserved in the order of reservation fee and signed copy of this agreement. Seller will disclose to the Buyer when "pick" date is and what puppies are available to pick from. Puppy selection usually occurs around 6 weeks of age, so we are able to determine the temperament of each puppy prior to "pick" day. The Seller encourages the Buyer to follow along with the pregnancy and puppy journey as the Seller will post pictures and updates on social media. The Seller reserves the right to hold back any puppies for the future of the Sellers program. Just because you see pictures of an entire litter does not necessarily mean they are all available to pick from. Seller will disclose how many puppies will be available prior to "pick" day for reference purposes.
- 5. Puppy "picks" are typically performed via facetime unless you are local to Jacksonville, FL, as some exceptions may be made. However, due to COVID-19 and for the safety of our families and the puppies, facetime is the preferred method currently.
- 6. As we raise all our puppies in our home, for the safely and privacy of our families, we will meet you in a public location for delivery of your puppy on pick up day.

## **Buyers Responsibility:**

- 1. The Buyer agrees to pay the Seller a Non-Refundable Reservation fee in the amount of \$500.00 to reserve a spot on the master waitlist. This is to be paid electronically through our website, firstcoastgoldendoodles.com. The reservation fee is transferable to other litters; however, it remains non-refundable under all circumstances.
- 2. The total purchase price is \$\_\_\_\_\_, the remaining balance, \$\_\_\_\_\_, is due in cash at the time of puppy pickup. Failure to pay on or before pickup day will result in this agreement being terminated and your reservation fee being forfeited. There is also a \$\_\_\_\_\_ boarding fee which makes the total due at pick up.
- 3. If at any time during the puppy buying process the Buyer becomes unresponsive for more than 48 hours via phone, text, email or social media, the Seller will provide a final 48-hour window for response, if the Buyer fails to acknowledge Seller's attempts to contact at the end of the final 48-hour window, the Seller reserves the right to terminate this agreement and the reservation fee will be forfeited.
- 4. Seller reserves the right to terminate this agreement at any time without question or explanation if Seller determines our program is not the right fit for you or your needs. If this occurs, your \$500.00 reservation

fee will be immediately refunded, and this agreement will be terminated. This is the only exception to the non-refundable reservation fee and/or purchase price.

- 5. The Buyer bears all costs related to the purchase of the puppy, including transportation. The risk of loss or injury to the puppy is always the responsibility of the Buyer after the puppy leaves the Seller.
- 6. **Do not** take your new puppy out in public areas or to dog parks, etc. until they have received all puppy vaccinations for safely of the puppy.
- 7. The buyer agrees to have the puppy examined by a licensed veterinarian within three (3) business days of taking possession. \*\*Please call your veterinarian at least two weeks prior to pickup to ensure you can secure an appointment within (3) days of taking possession. No Exceptions will be made. \*\*
  - A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund.
  - B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
  - C. If the puppy is not taken to a licensed veterinarian within (3) three business days of taking possession, the health warranty is void.
  - D. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before your puppy's appointment.
  - E. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. We recommend bringing a clean towel or blanket with you to be safe.
- 8. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.
  - A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
  - B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
  - C. Most parasites can be contagious, and it is possible other dogs in the house can get them.
  - D. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning and disposal.
- 9. The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:
  - A. Housing the puppy indoors
  - B. Feeding only a premium quality, completed food intended for dogs
  - C. Maintaining their puppy at a healthy weight
  - D. Routine grooming
  - E. Having their puppy seen by a licensed veterinarian for a wellness exam annually
  - F. Taking their puppy to the licensed veterinarian if he or she gets sick or injured
  - G. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association.
  - H. Administering heartworm preventative medication (if living in an area of concern)
  - I. Administering Flea/Tick preventative medication (if living in an area of concern)
  - J. Registration of microchip
  - K. <u>Obtain health insurance for the puppy up to two weeks prior to pick up</u>. This will help offset any costs associated with unexpected illness or injury. Examples: Nationwide, Healthy Paws, Pets Best, Figo, Trupanion, etc.

- 10. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.
- 11. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.
- 12. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason. The Buyer and Seller will jointly determine how the dog will be rehomed. (Reservation Fee and Purchase price are non-refundable)
- 13. The Buyer agrees to **never** place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.
- 14. 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, etc. or in any manner they choose.

### Spay and Neuter Contract:

- 1. Spaying/neutering by a licensed, reputable veterinarian is required on the puppy by <u>12</u> months of age.
  - 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 puppy reaches <u>12</u> months of age. Please forward proof of Spay/Neuter to <u>firstcoastgoldendoodles@gmail.com</u>.
- 2. It is understood that at the time of sale that the puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion dog. <u>The puppy is being</u> sold as a pet only without breeding rights.

Accordingly, Buyer expressly understands and agrees that any violation of the Spay/Neuter requirement and prohibition on breeding described herein shall entitle Seller to liquidated damages up to \$50,000.00. Any dispute arising from this contact shall be litigated in the Duval County Circuit Court or the Federal District Court for the district of Florida.

## By signing this agreement, the Buyer agrees to all the terms of this contract and warranty.

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