

# RainPuddles Labradoodles

**Jana Garvin**

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## **COMPANION DOG PURCHASE AND SALE AGREEMENT**

Agreement is made between Rainpuddles Labradoodles/Jana Garvin ("Seller") and the Purchaser set forth below ("Buyer")

### **I. BUYER'S INFORMATION:**

**Name** \_\_\_\_\_ **Phone** \_\_\_\_\_

\_\_\_\_\_ **Address:**

\_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:**

\_\_\_\_\_ **Email:**

Seller hereby sells to Buyer the following Companion Labradoodle dog described below ("Dog"): Description: Color: \_\_\_\_\_

Size: Puppy \_\_\_\_\_

Size and color variations as an adult are not guaranteed Gender/Sex:

**Sire:** Country Legacy of Neptune **Dam:** Cherry Paloma Camille

**DOB:** 05/06/2018

**II PURCHASE PRICE:** \$2,750.00

Other options/requests: **CONSIDERATION:** \_\_\_\_\_

**Deposit Payment \$ 400.00 Balance \$2,350.00**

**PAYMENT:** \_\_\_\_\_

Please make all payments payable to **Jana Garvin**. A deposit of \$400.00 will re

serve a Dog for the prospective Buyer. The deposit is payable by personal check or PayPal. The remaining balance is to be paid prior to the Dog being transferred to Buyer or when the Dog reaches 8- weeks of age using **certified funds**, unless other payment options are made in advance.

Seller Initials: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_

**Payment Types:**

All final payments must be made 72 hours before shipment or pickup. Payments using E- checks may require more time to clear payment. Payments must be thru certified form of Check, Cash, Cashier Check,

**ADDITIONAL COSTS:** An additional charge of \$150.00 per week will be added to the Purchase Price after the Dog reaches 10-weeks of age and up to 16-weeks of age for training, board and care, unless prior arrangements are made with the Seller. All age appropriate vaccinations and routine Veterinary care will be the responsibility of Seller while the puppy is in Seller's care. Please note that the additional charge of \$150.00 per week will not be refundable.

If Seller does not have the gender or color Buyer desires, Buyer will be given the following options: (a) to choose either another available Dog from the same litter; (b) wait for the next available Dog with Buyer's preference(s) from a future litter.

Note: Seller retains the right to hold back (i.e., keep) any Dog from any litter for a future breeding program and/or service dog program.

### **III. SHIPPING INFORMATION:**

Seller will make arrangements with Buyer to ship the Dog typically between 8.5-10 weeks of age. Shipping in the United States is a flat fee \$500.00 that includes crate, welcome beginners pack health certificate and shipping to destination.

**Air Cargo Transportation Service:** Seller will arrange the best flight options for the Dog to the Buyer. Please note that there is no charge to the Buyer for vehicle transportation to the airport unless a specific ship date is requested by the Buyer. For specific ship dates a courier fee will be charged to the Buyer at the current market rate for courier service (see below).

Seller is not responsible for delivery delays that are out of Seller's control including, but not limited to any airline delays, cancelled flights, mechanical issues, etc.

**Courier Service:** Seller can also arrange for a courier service if Buyer requests to have the Dog hand delivered and not flown cargo. Costs for such courier service will include: round trip airfare for courier, pet travel fees (approximately \$200-250.00), courier's time at a rate of \$10.00 per hour (includes time from the time flight leaves home town, back to home town, and fuel cost to applicable airport).

**Vehicle Transportation:** Seller can also arrange to have the Dog delivered via vehicle transportation, when prior arrangements are made. A delivery charge of .75 cents per mile (round trip) from the Seller's home to delivery destination.

#### **IV. REPRESENTATIONS AND WARRANTIES:**

Seller Warrants/Buyer Agrees:

Seller has clear title to the Dog. Dog will be in good health on the date of delivery as set forth in the Health Warranty Paragraph below.

Seller will provide upon request a five-generation pedigree of the Dog upon the dog being spay/neutered, Pedigree will be to the best of Seller's knowledge, and will be certified as correct.

All of the Dog's health records, genetic testing (if any) and pedigrees provided to Buyer are true and accurate to the best of Seller's knowledge.

Seller will provide up to date health records including all vaccinations, de-worming and puppy wellness reports for Dog at time of transfer to Buyer. At Rainpuddles Labradoodles we strive to keep our puppies healthy and free from all worms, parasites and other diseases. We can't control what happens once they are in their new homes. When puppies get in a stressful situation some of the listed ailments listed above can reoccur in the puppies system (THAT IS STRICTLY THE BUYERS RESPONSIBILITY. )

Buyer shall assume the responsibility of making the arrangements to spay/neuter the Dog prior to the Dog reaching 12 months of age. The Buyer must agree to send proof to the Seller of the Dog being spayed/neutered within 10 days of the applicable

Buyer

procedure.

Seller Initials: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_

#### **Buyer Warrants:**

Buyer is not acting as an agent in the purchase of the Dog, and is buying the dog for their own personal or family companion. Buyer will

not, at any time, sell the Dog to any agent, animal broker or pet store. Buyer will not use the Dog for breeding. NOTE: THIS IS NOT A BREEDING DOG TRANSACTION. Should the Buyer breed the Dog, Buyer shall pay Seller an additional fee for breeding rights in the amount of \$7500.00. Prior to breeding of any dog a minimum of health testing is required, as follows (OFA hips of fair or better OFA elbows Normal, CERF, Patella's, Cardiac all Normal and DNA test for PRA).

Seller further makes no representation or warranty as to the minimal health testing results. Any and all expense for health testing is the responsibility of the Buyer.

Buyer will notify Seller in the event of a change of address or contact details. Indemnification and Risk of Loss:

Should the Dog die after the Buyer applies his/her deposit to such Dog, but prior to being transferred to

the Buyer, the Buyer will be given the following options: (a) to choose another available Dog from the same litter; (b) wait for the next available Dog with Buyer's preference(s) from a future litter; or (c) request a refund of the deposit.

Risk of Loss for any reason, other than as specified in the Health Warranty paragraph below, for the applicable Dog will be passed to Buyer when Buyer takes possession of the Dog(s) at Seller's location or upon arrival at the airport.

**Buyer:** certifies by signing this agreement that the puppy/dog will live with Buyer in their home and not in a Kennel, will have adequate exercise, nutritious food and necessary health care from a licensed

Veterinarian.      Buyer: \_\_\_\_\_      Seller: \_\_\_\_\_

## **V. HEALTH WARRANTY:**

The Dog will be delivered in good health and to the best of Seller's knowledge, free from genetic defect. Seller has taken every reasonable precaution to ensure the physical soundness and temperament of the Dog. To the best of Seller's knowledge, the Dogs' sire and dam are free of hereditary defect.

Upon receipt of the Dog, Buyer has 72 hours to take the Dog to a veterinarian of its own choice to determine the Dogs' physical condition. If Buyer is satisfied with the veterinarian report, Buyer will retain possession of the Dog and thereafter hold Seller harmless from any loss, damage or cost resulting from the general health of the Dog. If the Dog is found to be in a general state of poor health or is found to be seriously ill by the veterinarian's report, Buyer shall immediately provide Seller with a copy of such report and may elect to return the Dog to the Seller within three (3) days of the veterinarian examination at Seller's expense. Seller will replace the Dog or refund the amount paid, at Seller's option.

**SELLER ASSUMES NO RESPONSIBILITY FOR ANY HEALTH RELATED ISSUES OR LOSS OF LIFE DUE TO REACTIONS CAUSED BY VACCINATIONS OR FLEA AND TICK PREPARATIONS ADMINISTERED EITHER ORALLY OR ON THE SKIN SURFACE.**

Seller Initials: \_\_\_\_\_ Buyer Initials: \_\_\_\_\_

For any Dog that is under the age of two on the date of signing this agreement, the following genetic guarantees will apply:

If the Dog dies from a genetic illness or defect within two years of its whelp date (but not because of a condition caused by or contracted while in the Buyer's possession), the Dog will be replaced as soon as a replacement Dog is available, or Seller will, at Seller's option, refund the purchase price. A certified written report from a licensed veterinarian of Buyer's choice and own expense will need to be submitted to verify a genetic illness or defect. Seller reserves the right to get a second opinion at its own expense. This warranty applies only to the Buyer and

is not transferable to a subsequent owner.

**VI. DISPOSITION OF DOG(S):** Buyer agrees that if it desires to sell or give away the Dog, Buyer will notify the Seller and give the Seller the first opportunity to help re-house the Dog. The Dog must not be given away to a pound or shelter.

**VII. BUYER'S OBLIGATIONS:** Buyer agrees to take the proper safeguards for the care, safety and well-being of the Dog, including but not limited to suitable shelter, feeding (i.e., not allowing to be underweight, overweight or obese), exercise, socialization, and obedience training. Disregard for any of the above voids any warranties under this Agreement.

**VIII. JURISDICTION:** This Agreement will be construed in accordance with the laws of Texas. If any legal action is to be taken by either Buyer or Seller venue shall be in McClennan County Texas

**IV. SEVERABILITY:** If any provision of this document shall be deemed unenforceable or against public policy or any statute, all other provisions of this Agreement shall remain in full force and effect.

**V. BINDING AGREEMENT:** This Agreement will be binding upon receipt of a fully- executed agreement between the Buyer and Seller. The parties expressly agree that this document constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements in relation to this transaction.

The undersigned hereby acknowledge reading and understanding the entire agreement and agree to be bound by the terms hereof.

Buyer : \_\_\_\_\_ Date: \_\_\_\_\_

Seller : \_\_\_\_\_ Date: \_\_\_\_\_

