

Puppy/Dog Purchase Agreement & Guarantee

(Limited Registration)

This agreement (“**Agreement**”), dated as of _____ (the “**Effective Date**”), is between _Apricot Poodles & Goldendoodles_ (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

- **LITTER NAME:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **DAM:** _____

The Breeder and Buyer agree as follows:

1. **Deposit.** A refundable deposit of \$ _500_ (“**Deposit**”) shall be due and paid to Breeder upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is refundable until Buyer chooses a specific puppy, at which time the remaining Purchase Price is due in full and the Deposit becomes non-refundable. If a puppy/dog that meets Buyer’s identified preferences is not available, Buyer may elect to have the Deposit transferred to the next similar litter only one time or have the Deposit refunded. If puppy is not selected from next litter, the Buyer forfeits option for a puppy and deposit is refunded.
2. **Purchase Price.** The full purchase price of \$ _____ (“**Purchase Price**”) is agreed with the balance due in full once buyer has chosen their puppy on “Puppy Pick Day”. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Personal Check, Good Dog, Cash or Zelle.
3. **Limited Registration.** The puppy/dog is a hybrid breed and is being sold with limited registration with Goldendoodle Association of North America (GANA). As such, the puppy/dog is not eligible for exhibiting in conformation (but may compete in other AKC performance events, such as agility, obedience, and rally). The puppy/dog shall not be bred at any time and if pups are produced, legal action will be taken by the Breeder. If purchasing a standard poodle puppy, the puppy/dog is eligible for exhibiting in conformation with AKC.
4. **Microchip Registration.** The puppy/dog will go home microchipped. For the safety of the puppy, the Buyer shall register the puppy/dog with the microchip company and pay any applicable registration fee.
 - a. Unauthorized Breeding. The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$ _20,000_ per litter of offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.
 - b. Obligation to Execute SpaySecure Agreement and Sterilize Pet. Buyer acknowledges that a) a material condition of this sale and transfer of this pet is that this pet is a non-breeding animal, and b) that the pet is being sold to Buyer in reliance on Buyer’s compliance with the obligation to sterilize the pet before, but not earlier than the deadlines set forth in their SpaySecure agreement.

In so acknowledging, Buyer agrees to sign and comply with all terms of the SpaySecure sterilization agreement, to not breed the pet, and to take the pet to a licensed veterinarian and have it surgically sterilized before the specific deadline set forth in their SpaySecure sterilization agreement.

5. **Breeder's Obligations.** Breeder represents and warrants the following:

- a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price but in accordance with California Law, possession of the puppy/dog will not occur prior to 8 weeks old.
- b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has received any immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unfit for purchase, Buyer shall be entitled to the remedies set forth in Section 5(d), subject to all requirements and exclusions contained in this Agreement. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder immediately following the veterinary examination. The foregoing guarantee expressly excludes (iii) any health issues caused by Buyer's ill-treatment, abuse or neglect, (iv) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (v) the following illnesses and health conditions: upper respiratory infections, allergic reactions, skin issues to include itching, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
- c. Long-Term Health Warranty. Breeder provides a two-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this Section 5(c) and Section 5(d), "Covered Condition(s)" (i) include debilitating congenital eye issues, debilitating congenital cardiac issues, elbow subluxation, patella subluxation, hip dysplasia, degenerative myelopathy, neonatal encephalopathy with seizures (NewS), PRA Golden Retriever 1, PRA Golden Retriever 2, PRA rod-cone degeneration (PRA-pred), von Willebrand disease I (vWDI) and (ii) expressly do not include hip dysplasia resulting from poor diet, obesity or traumatic injury or excessive exercise as a puppy. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to have the puppy/dog taken to a licensed veterinarian of Breeder's choice for examination. Coverage under this warranty requires agreement between Buyer's veterinarian and Breeder's veterinarian that the puppy/dog has a Covered Condition, as further provided in Section 5(d). OFA certification counts as an approved veterinarian if chosen for the Covered Condition. In the event of indeterminable or inconclusive diagnosis regarding Covered Condition, warranty coverage for that condition is void. (iii) If the Buyer feeds the dog pawTree kibble and pawTree Core4 supplements from the time the puppy goes home through four-years old, the Breeder agrees to extend the warranty of Covered Conditions from two-years to four-years.
- d. Returns/Refunds. In regard to the Short-Term Warranty, if it is determined by a licensed veterinarian that the puppy/dog is "unfit for purchase" at the 72-hour initial vet visit, the Buyer may return the puppy to the Breeder within 48 hours of the vet visit for option of either (i) refund of purchase price (not to include transportation or other incurred expenses), or (ii) replacement of puppy from next available similar litter. To receive either remedy, Buyer must return the puppy/dog to Breeder within 48 hours of the initial veterinary examination.

Regarding the Long-Term Health Warranty, this warranty requires agreement between the Buyer's chosen licensed veterinarian and the Breeder's chosen licensed veterinarian that the puppy/dog has a Covered Condition as defined in Section 5 (c). The Buyer may choose to either (i) keep the puppy/dog and receive refund of original purchase price (not to include transportation or other incurred expenses) or (ii) keep the puppy/dog and receive reimbursement for veterinary treatment of the Covered Condition, up to 150% of the original Purchase Price. Reimbursement will be made directly to Buyer upon submission of paid veterinary invoices and/or receipts. In the unfortunate event of sudden death, the buyer must give the Breeder written notice from the Buyer's veterinarian along with a necropsy report detailing the cause of death. Necropsy identifying a Covered Condition is required to receive either remedy if the puppy/dog has passed away and must have a microchip number identifying the puppy/dog. The cost of the necropsy will be the responsibility of the buyer.

- e. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

6. Buyer's Obligations. Buyer agrees to the following:

- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.
- b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
 - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
 - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (i) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (ii) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. Health warranties are void upon rehoming of the dog by the Buyer.

- f. **No Transfer Outside of the United States.** Buyer further agrees that the puppy/dog will not be sold or rehomed to anyone residing outside of the United States without Breeder's prior written approval.
 - g. **Spay/Neuter Provision.** As a material and continuing condition of this Agreement, Buyer shall pay all costs and expenses associated with spaying/neutering the puppy/dog in accordance with the signed SpaySecure Contract and shall provide proof of such sterilization to SpaySecure immediately upon completion. Ovary-sparing spays or vasectomy are allowed. Legitimate medical/developmental extensions beyond the spay/neuter deadline are permitted through the SpaySecure website and are approved on an individual basis. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$3,000 if puppy/dog is not spayed/neutered in accordance with this Agreement. This penalty does not constitute the purchase of breeding rights or authorization to use the puppy/dog for breeding purposes, and the Unauthorized Breeding provision of Section 4(a) remain fully applicable.
 - h. **Breach by Buyer.** Buyer's breach of any of the foregoing obligations set forth in this Section 6 shall result in Breeder's warranties set forth in this Agreement being null and void.
7. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registries and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
8. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
9. **Binding Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of Riverside, State of California or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Once arbitration is initiated, the dog will be retained in the custody of the Breeder throughout the arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in business and contract law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.
10. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law's provisions thereof.
11. **Miscellaneous.** This Agreement, together with the SpaySecure sterilization agreement expressly referenced herein, constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings,

written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

Apricot Poodles & Goldendoodles, LLC

Name: _____
Address: _____

Email: _____
Phone: _____

Name: _____
Address: _____

Email: _____
Phone: _____

