

Arrowhead Australian Labradoodles

Consultation/Reservation Fee, Sales, and Health Agreement

This agreement is between Seller, Casey Tyler aka Arrowhead Australian Labradoodles (AAL), hereafter known as "Seller" **and**

Name:

Address:

City, State, Zip code:

Phone:

E-mail address:

Hereafter known as "Buyer".

Buyer's Preference (Litter, Color, Puppy Name):

Non-Refundable Consultation/Reservation Fee

Buyer agrees to place a \$500.00 Consultation/Reservation Fee ("Reservation Fee") on a Multigenerational Australian Labradoodle puppy from Seller.

- **Non-Refundable Reservation Fee.** Buyer acknowledges that the Reservation Fee is non-refundable in all circumstances, including but not limited to if Buyer decides s/he does not want or is no longer able to take the puppy. Upon receipt of the Reservation Fee, Seller agrees to hold the puppy for Buyer until it is 8 weeks old. The Reservation Fee shall be made in US Dollars and paid to Seller via payments through Zelle, Venmo (friends and family only), or Cash.
- **Buyer Acknowledgements.** Buyer further acknowledges and agrees that (a) Seller cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the Reservation Fee gives Buyer a "pick" place, but does not guarantee a puppy or that Buyer's preferences will be available when it is Buyer's turn to pick; (c) pick places are given on a first-come first served basis and Buyer's place in line is not negotiable; and (d) Seller cannot and does not guarantee any specific qualities of the puppy when it becomes an adult. (e) Buyer has 24 hours to respond before we move on to the next person in line.
- **Buyer's Right to Transfer/Refund.** Notwithstanding the foregoing, if a puppy that meets Buyer's identified preferences is not available [when it becomes Buyer's turn to pick a puppy from the selected litter], Buyer may elect (a) to have the Reservation Fee transferred to the next litter. NO refunds are available unless offered by Seller at her discretion. Buyer may move to another litter up to 3 times maximum.
- **Refund at Seller's Discretion.** If Buyer pays the Reservation Fee, then later decides s/he does not want the puppy for any reason, Seller is not required to refund the Reservation Fee.
- **Final Purchase Price.** [The total purchase price for the puppy [is \$_____] [ranges from **\$3,000.00** to **\$3,500.00**]. The foregoing purchase price does not include any delivery or shipping charges.] Buyer agrees to pay 1/2 the total purchase price within twenty-four (24) hours of notice of birth given by Seller. Buyer agrees to pay the remaining 1/2 of the total purchase price, minus the amount of the

Reservation Fee paid, once the puppy reaches six (6) weeks of age. Puppy will be transferred to Buyer once the total purchase price has been made unto Seller and puppy reaches required age of 8 weeks of age.

- Training Fees. Should the buyer elect to use Arrowhead Academy, all fees are due prior to services rendered. Fees are due once the puppy reaches six (6) weeks of age. Training fees are \$_____ per week with a four (4) week minimum. Seller/Trainer assumes no liability for injury. Buyer must activate free 30 day offer of Trupanion provided by Seller. Total Training Fees are \$_____.

Sales Agreement

It is agreed between the Seller and Buyer the dog sold pursuant to this agreement is as follows as follows:

Description of Dog:

Breed: Multigenerational Australian Labradoodle

Whelped:

Gender:

Color:

Sire:

Dam:

Microchip #

Purchase price of puppy: \$

Shipping: \$

Extended stay: \$

Training: \$



Seller has the right to cancel/refuse sale at any time if the Seller feels it is in the best interest of the puppy.

Health Agreement

Arrowhead Australian Labradoodles guarantees the health of puppy at the time of sale and against any severe or life-threatening hereditary diseases up to the age of 24 months. This health guarantee is only valid between the Seller and the original Buyer, and does not transfer if ownership of the dog changes. We offer lifetime support with all of our puppies and if the puppy is no longer wanted, we will gladly take any of our puppies back from anyone at any time. (NO cash refund) The Buyer is not allowed to rehome the dog – the seller will take possession of the dog, provide proper vet care and begin the rehoming process. AAL carefully screens all applicants and ensures that the dog is a good fit and the family is a good fit. If the Buyer sells or rehomes the dog, the Buyer is penalized and owes the purchase price of the puppy to Arrowhead.

Your Arrowhead Australian Labradoodles puppy is guaranteed to be in good health at the time of sale and the Buyer will have the puppy examined by their veterinarian within 3 days of receiving their puppy. If Buyer's veterinarian finds the puppy to have chronic or serious health issues, Buyer may immediately return the puppy along with a report issued by the Veterinarian and Arrowhead Australian Labradoodles will replace the puppy with another puppy from the next available litter. The following circumstances are not considered a chronic or serious health issue: temperament, bite, kennel cough, worms, ticks, fleas, mites, cocci, giardia, or other parasites as they are common in dogs and puppies. Any request for replacement must be made within the 3-day (72 hours) time period.

Wellness Visit is required within 3 business days of receiving your puppy. Failure to have the puppy examined by Buyer's Veterinarian within 3 business days will make this contract void. Email your receipt from the vet visit to arrowheadlabradoodles@gmail.com to activate your health warranty.

Conditions:

1. If a hereditary disease is diagnosed, it must be designated severe, or life threatening, diminishing the quality of puppy/dog's life, and be confirmed by two independent veterinarians. Findings will be sent to Arrowhead Australian Labradoodles including diagnostic data, x-rays, etc. and must be reviewed and agreed upon by a Veterinarian of AAL's choosing. Arrowhead Australian Labradoodles reserves the right to have puppy/dog examined by a Veterinarian of our choosing at our expense.
2. In the case of Hip dysplasia, proof by the Orthopedic Foundation for Animals (OFA) is required before any replacement will be made. In the case of hip dysplasia, the health guarantee is void if the puppy's primary diet has not been a premium food, and/or puppy has been allowed to become overweight.
3. In the case of any eye disease, the dog's eye exam must be sent to the Canine Eye Registration Foundation (CERF) for judgment, and the statement confirming a debilitating disease sent to Arrowhead.
4. Puppy must have been kept current on yearly exams, heartworm tests and preventative, all vaccines including rabies. This health guarantee will be void if Buyer is unable to provide complete and accurate copies of their puppy's health care given on a regular basis.
5. If the puppy has been allowed to compete in Agility, run up and down stairs, or be a jogging partner, before the age of 12 months, this health guarantee will be void.
6. A dog that has been physically injured is not covered under this health guarantee.
7. It is the Buyer's responsibility to keep the puppy away from public places (such as puppy kindergarten, pet stores, dog parks, etc.) before they are fully vaccinated at 16 weeks plus allow 2 weeks for vaccines to become effective (18 weeks) to reduce the risk of deadly viruses (such as Parvovirus). Failure to do so, should the puppy be diagnosed with deadly virus, will void this health guarantee.
- 8. 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 BY ANY PERSON, EITHER ORALLY OR ON THE SKIN SURFACE. SELLER DOES NOT RECOMMEND THE USE OF ANY TYPE OF ORAL FLEA/TICK TREATMENT. SOME PRODUCTS HAVE BEEN KNOWN TO CAUSE ILLNESS AND EVEN DEATH. USE OF SUCH PRODUCTS VOID YOUR HEALTH GUARANTEE! (FULL RECORDS WILL BE REQUESTED FROM YOUR VET)**

If all of the conditions of this agreement have been met, and the Buyer desires to return the medically diagnosed dog, Arrowhead Australian Labradoodles will have the option, at our discretion, to either replace the puppy from the next available litter, or refund half the original purchase price. Return shipping of the original puppy, and shipping of the new puppy will be at the Buyer's expense. If the Buyer desires to keep the puppy,

Arrowhead Australian Labradoodles will pay for all Veterinary costs for treatment up to the full purchase price of the puppy paid to Buyer's Veterinarian.

Arrowhead Australian Labradoodles offers lifetime support with all of our puppies. If at any time the Buyer decides he/she no longer wants the puppy/dog, or can no longer care for it, Arrowhead will take the puppy/dog back at any time, for any reason, with no refund. If at any time Buyer should choose to re-home or give away the puppy/dog, Buyer agrees to contact Seller. The Seller will provide no refund, have you sign a Surrender Agreement, take the puppy/dog back, provide proper vet care, conduct a training evaluation, provide proper training (if needed) and make every reasonable effort to search for and secure a new home for the puppy/dog. At NO GIVEN TIME should this puppy/dog be surrendered to the SPCA, Humane Society, dog pound, given away, etc.

Your puppy has already been spayed/neutered (ESN): YES _____ NO x _____

(if no, Buyer agrees to spay puppy by 10 (ten) months of age and agrees to the conditions that follow)

The Buyer understands this puppy is being sold as a pet and under no circumstances will be bred. **The breeding of this puppy/dog is NOT an option.** The puppy must be spayed or neutered by the age of **10 (ten) months**. Buyer agrees to furnish Breeder with a picture of the incision site and their full vet receipt with a spay/neuter certificate (if applicable) within 10 days of the spay/neuter deadline, at which time the sale of the puppy is complete and ownership officially transfers to the Buyer. If Buyer does not provide proof of spay/neuter signed by a licensed Veterinarian within the allotted time period, OR if the dog has been bred by purpose or accident, Buyer agrees to **immediately** pay the sum of \$15,000, which is the average cost of an Australian Labradoodle breeding dog. Furthermore, Buyer agrees to pay Seller \$3,000 per puppy should any puppies be born as a result of failure to spay/neuter. Buyer also agrees to relinquish all rights of dog and its offspring (if applicable) should the dog be bred in breach of this contract, and the Seller has the right to reclaim the dog and its offspring (if applicable).

By signing below, the Buyer is indicating in a legally binding fashion that they have read, understand and agree to all conditions and terms set forth in this agreement. The Buyer agrees that in signing this form, it is a release of liability and waiver of any future claims against Arrowhead Australian Labradoodles and any employee or contract personnel they may have hired. Guardian also agrees not to make any statements that disparage Arrowhead Australian Labradoodles, the owners, its affiliates or their respective employees, or contract personnel, products or services, by its execution of this Agreement. The Buyer further understands and agrees that any breach of this contract by the Buyer may result in repossession of the above-mentioned puppy/dog by Seller. Any expenses, incurred by Seller to enforce this agreement shall be the responsibility of the Buyer, including but not limited to: legal expenses, other fees, mileage, costs involved with reclaiming/repossessioning puppy/dog, etc. **All terms, and health guarantees shall be considered null and void should the Buyer be in breach of any portion of this agreement. No refunds will be issued by the Seller if the Buyer voluntarily relinquishes ownership for any reason, or if any breach of agreement by the Buyer results in repossession of the above-named puppy/dog. All court claims will be held in Ouachita Parish Courthouse, Monroe, LA.**

Buyer's signature: _____ Date: _____

Buyer's name printed: _____

Seller's signature: _____ Date: _____

Seller's name printed: **Casey Tyler**