Puppy Purchase Agreement

SAMPLE FOR REVIEW · Signed copies are sent through HelloSign when you choose your puppy

My-T Fine Bernedoodles & Saint Berdoodles · Hillsboro, Oregon · 503-740-9548 · mytfinedoodlesandpoodles@gmail.com

This Puppy Purchase Agreement ("Agreement") is entered into on the date of the last signature below by and between MY-T FINE BERNEDOODLES & SAINT BERDOODLES, owned and operated by Toni Dye-Lagers ("Breeder"), and the undersigned purchaser ("Buyer"). Collectively, the Breeder and Buyer are referred to as the "Parties."

Definitions

For purposes of this Agreement, the following definitions apply:

- **Breeder:** MY-T FINE BERNEDOODLES & SAINT BERDOODLES, owned and operated by Toni Dye-Lagers.
- **Buyer:** The individual(s) identified in the Buyer section of this Agreement.
- **Reservation Fee:** A deposit of Five Hundred Dollars ($500.00 USD) paid to be added to the Breeder's master reservation list. It holds the Buyer's place on the list and does not reserve a specific Puppy or litter.
- **Puppy:** The Bernedoodle or Saint Berdoodle puppy selected by the Buyer and approved by the Breeder.
- **Purchase Price:** The total purchase price of Four Thousand Five Hundred Dollars ($4,500.00 USD), including the Reservation Fee.

1. Reservation Fee

1.1 A Reservation Fee of $500.00 USD is required to be added to our master reservation list and will be applied toward the Purchase Price. The Reservation Fee holds the Buyer's place on the master list; it is not a deposit on a specific Puppy or litter, as many Buyers join the list well before any litter is born.

1.2 The Reservation Fee is non-refundable from the time it is paid.

1.3 The Reservation Fee may be transferred to a future litter, provided the Buyer notifies the Breeder before the puppies reach four (4) weeks of age.

1.4 After the puppies reach four (4) weeks of age, the Reservation Fee becomes non-refundable and non-transferable, regardless of the reason for cancellation.

1.5 If the Buyer fails to maintain communication with the Breeder, fails to select a Puppy when required, fails to complete the purchase, or fails to pick up the Puppy on the agreed date without prior written approval from the Breeder, the Reservation Fee shall be forfeited and the Puppy may be offered for sale to another Buyer.

1.6 When the Buyer selects a Puppy in their turn on the master list, the Breeder agrees to reserve the selected Puppy until it is ready for placement at approximately eight (8) weeks of age, unless otherwise agreed in writing by both Parties.

2. Delivery, Pick-Up, and Risk of Loss

2.1 The Breeder agrees to provide reasonable care, housing, nutrition, socialization, and age-appropriate veterinary care for the Puppy until the agreed-upon pick-up date.

2.2 The Buyer agrees to take possession of the Puppy at approximately eight (8) weeks of age unless another date is agreed to in writing by the Breeder.

2.3 The Breeder does not provide home delivery. The Buyer is responsible for one of the following: (a) personally picking up the Puppy; or (b) arranging and paying all costs associated with a professional third-party pet transportation service approved by the Breeder.

2.4 If the Buyer is unable to pick up the Puppy on the scheduled date, the Buyer must notify the Breeder as soon as possible. Any extended boarding requested by the Buyer is solely at the Breeder's discretion and may be subject to additional boarding fees.

2.5 The Buyer assumes all responsibility for the Puppy immediately upon physical transfer of possession to the Buyer or the Buyer's designated transportation service. From that time forward, all risks of loss, injury, illness, accident, or death become the sole responsibility of the Buyer.

3. Transfer of Ownership

3.1 Legal ownership of the Puppy shall transfer to the Buyer only after the full Purchase Price and any other amounts due under this Agreement have been paid in full.

3.2 Until payment is received in full, the Puppy shall remain the sole property of the Breeder.

3.3 The Breeder reserves the right to refuse transfer of the Puppy if the Buyer fails to comply with the terms of this Agreement or if the Breeder reasonably believes the Puppy would be placed in an unsafe or unsuitable environment.

3.4 At the time of transfer, the Buyer will receive:

- (a) a written health record;
- (b) documentation of age-appropriate vaccinations and deworming;
- (c) veterinary records; and
- (d) microchip documentation.

4. Health at Time of Transfer

4.1 The Breeder certifies that, to the best of the Breeder's knowledge, the Puppy is in good health at the time of transfer and has received age-appropriate veterinary care, vaccinations, and deworming.

4.2 The Buyer acknowledges that puppies, like all living animals, may experience stress related to travel, changes in environment, diet, or routine, and that such stress may temporarily affect appetite, digestion, or behavior.

4.3 The Buyer agrees to have the Puppy examined by a licensed veterinarian within seventy-two (72) hours of taking possession of the Puppy.

4.4 Failure to obtain a veterinary examination within seventy-two (72) hours shall void all health guarantees contained in this Agreement unless otherwise approved in writing by the Breeder.

4.5 If the Buyer's veterinarian determines that the Puppy had a serious illness or congenital condition that existed prior to the transfer of ownership, the Buyer must immediately notify the Breeder and provide a written veterinary report.

4.6 Upon receipt of the veterinarian's written findings, the Buyer may: (a) return the Puppy to the Breeder within three (3) days of the diagnosis for a full refund of the Purchase Price; or (b) retain the Puppy, in which case all

financial responsibility for treatment shall remain with the Buyer unless otherwise agreed in writing by the Breeder.

4.7 The Puppy must be returned in substantially the same condition in which it was sold, excluding the diagnosed medical condition.

Conditions Not Covered

The following conditions are specifically excluded from this health guarantee:

- Internal or external parasites, including but not limited to worms, giardia, or coccidia.
- Malocclusion (improper bite alignment).
- Undescended testicles (cryptorchidism).
- Umbilical hernias.
- Minor cosmetic defects.
- Injuries, accidents, poisoning, neglect, abuse, or illnesses occurring after the Puppy leaves the Breeder's care.
- Illnesses resulting from failure to follow veterinary recommendations or failure to maintain routine veterinary care.

Buyer Responsibilities

4.8 The Buyer agrees to:

- Continue all recommended vaccinations according to the Buyer's veterinarian's schedule.
- Maintain the Puppy on an age-appropriate, high-quality diet.
- Provide regular veterinary care throughout the Puppy's life.
- Keep the Puppy in a safe, clean, and humane environment, never being housed outdoors.

Exercise and Socialization Advisory

4.9 Until the Puppy is fully vaccinated, the Buyer agrees to avoid dog parks, pet stores, public dog areas, and other locations where exposure to contagious diseases may occur.

4.10 To help protect healthy joint development, the Buyer agrees to avoid excessive running, forced exercise, repetitive jumping, long hikes, or frequent stair climbing during the Puppy's growth period. As a general guideline, structured exercise should be limited to approximately five (5) minutes per month of age, up to twice daily.

Pet-Only Placement

4.11 Every Puppy sold by MY-T FINE BERNEDOODLES & SAINT BERDOODLES is placed strictly as a companion pet and is sold under a permanent NO BREEDING agreement. Breeding rights are never included unless specifically provided in a separate written agreement signed by the Breeder.

5. Genetic Health Guarantee

5.1 Before breeding, both of the Puppy's parents are DNA tested (through Embark and/or Animal Genetics). The Breeder guarantees that the Puppy will not be affected by any inherited genetic disease included in the parents' DNA test panels (''Tested Conditions''). Copies of the parents' DNA results are available to the Buyer on request.

5.2 This genetic health guarantee is valid for a period of **five (5) years** from the date the Buyer takes possession of the Puppy.

5.3 The Breeder also provides a **two (2) year hip dysplasia guarantee**, running from the date the Buyer takes possession of the Puppy, subject to verification by appropriate veterinary diagnostics, including radiographs (X-rays) and a written diagnosis from a licensed veterinarian or veterinary specialist.

5.4 The genetic health guarantee in Section 5.1 applies only to Tested Conditions. Conditions that are not included in the parents' DNA test panels are not covered, nor are conditions arising from environment, injury, diet, exercise, neglect, or improper care. Hip dysplasia is covered only as described in Section 5.3.

Claim Requirements

5.5 To make a claim under this section, the Buyer must provide: (a) a written diagnosis from a licensed veterinarian; (b) supporting medical records and diagnostic testing; (c) for a Tested Condition, a DNA test of the Puppy from Embark or Animal Genetics showing the Puppy is genetically affected (at-risk) for that condition; and (d) any additional documentation reasonably requested by the Breeder.

5.6 The Breeder reserves the right to obtain a second opinion from a veterinarian of the Breeder's choosing. In the event of conflicting veterinary opinions, the parties agree to consult a mutually agreed-upon veterinary specialist whose opinion shall be considered final.

Remedies

5.7 If a qualifying genetic condition is confirmed within the guarantee period, the Breeder will provide the Buyer with one of the following remedies, at the Breeder's discretion: (a) a replacement Puppy from a future litter of comparable value; or (b) if no replacement Puppy is available within a reasonable timeframe, a credit toward a future Puppy.

5.8 Under no circumstances shall the Breeder be responsible for veterinary expenses, medical bills, diagnostic costs, or any incidental or consequential damages.

Exclusions

5.9 This genetic health guarantee does not cover:

- Parasites (including but not limited to worms, giardia, or coccidia);
- Cosmetic conditions;
- Injuries or accidents;
- Conditions caused or worsened by neglect, improper care, or environmental factors;
- Food or environmental allergies;
- Temperament or behavioral issues;
- Size, weight, coat type, or color variations.

Necropsy Requirement

5.10 In the event of the Puppy's death during the guarantee period where a claim is made, a full necropsy report from a licensed veterinary pathology laboratory may be required to determine cause of death before any replacement or credit is considered.

6. Spay/Neuter Requirement and Strict Pet-Only Agreement

6.1 The Buyer agrees that the Puppy is sold strictly as a companion animal and shall never be used for breeding purposes, whether intentionally or unintentionally.

6.2 The Buyer acknowledges and agrees that no breeding rights are included with the Puppy under any circumstances.

Spay/Neuter Timing

6.3 For the health and proper physical development of the Puppy, the Buyer agrees as follows:

- Female Puppies shall not be spayed before twelve (12) months of age unless otherwise approved in writing by the Breeder.
- Male Puppies shall not be neutered before **twelve (12)** months of age unless otherwise approved in writing by the Breeder.

6.4 The Buyer agrees to complete spay or neuter surgery before the Puppy is 24 months old, unless otherwise agreed in writing.

6.5 If the Puppy is spayed or neutered before twelve (12) months of age without the prior written approval of the Breeder, the Genetic Health Guarantee in Section 5, including the hip dysplasia guarantee in Section 5.3, is void. Any other failure to comply with the agreed spay/neuter timing without written approval may also result in voiding of applicable health guarantees.

Strict No-Breeding Clause

6.6 Any breeding of the Puppy constitutes a material breach of this Agreement, whether intentional or accidental.

6.7 The Buyer agrees that the Puppy shall not be allowed to produce offspring under any circumstances.

Liquidated Damages for Unauthorized Breeding

6.8 In the event the Puppy is bred, or produces a litter, whether intentionally or accidentally, the Buyer agrees to pay the Breeder Five Thousand Dollars ($5,000.00 USD) per litter as liquidated damages.

6.9 This amount is agreed to be a reasonable estimate of damages and losses incurred by the Breeder, including but not limited to loss of breeding program integrity, reputation, and future breeding value.

6.10 Payment of liquidated damages shall be due within fourteen (14) days of the birth of the litter, regardless of survival or outcome of the puppies.

No Transfer of Breeding Rights

6.11 Under no circumstances shall payment of any fee, penalty, or damages be interpreted as granting breeding rights. The Puppy remains strictly pet-only for its entire lifetime.

7. Return of Puppy

7.1 The Buyer may return the Puppy to the Breeder within twenty-four (24) hours of initial pick-up for a full refund of the Purchase Price, provided the Puppy is returned in substantially the same condition as at the time of transfer, excluding any newly diagnosed medical condition.

7.2 After the initial twenty-four (24) hour period, all sales are considered final with respect to refunds, except as otherwise expressly provided in this Agreement.

7.3 The Buyer may return the Puppy to the Breeder at any time during the Puppy's lifetime; however, no refund is guaranteed beyond the terms stated in this Agreement.

7.4 If the Puppy is returned after the initial twenty-four (24) hour period, a boarding fee of Ten Dollars ($10.00 USD) per day shall apply beginning on the date the Puppy is returned to the Breeder and continuing until the Puppy is rehomed.

7.5 All reasonable costs incurred by the Breeder for the care, housing, feeding, veterinary attention, and maintenance of the Puppy following return may be deducted from any resale proceeds.

7.6 If the Puppy is resold after being returned, any remaining proceeds after deduction of applicable boarding and care costs shall be refunded to the original Buyer, unless otherwise agreed in writing.

7.7 The Buyer acknowledges that returned Puppies will be rehomed at the Breeder's sole discretion in accordance with the Puppy's best interests.

8. Lifetime Rehoming Restrictions, No Shelter Clause, and Right of First Refusal

8.1 The Buyer agrees that at no time during the Puppy's lifetime may the Puppy be surrendered, relinquished, abandoned, or delivered to any animal shelter, humane society, rescue organization, pound, or similar facility under any circumstances.

8.2 The Buyer further agrees that the Puppy may not be sold, gifted, transferred, leased, or otherwise rehomed at any age without the prior written consent of the Breeder.

8.3 If the Buyer is ever unable or unwilling to care for the Puppy, the Buyer shall immediately notify the Breeder. The Breeder shall have the right of first refusal to take possession of the Puppy or to approve an alternative placement in writing.

8.4 Any unauthorized transfer, surrender, or rehoming of the Puppy without the Breeder's prior written consent shall constitute a material breach of this Agreement.

8.5 The Buyer acknowledges that these restrictions are intended to protect the lifelong welfare of the Puppy and to ensure responsible placement for its entire life.

9. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

9.2 In the event of any dispute arising under this Agreement, the Parties agree to first attempt to resolve the matter in good faith through informal negotiation.

9.3 If informal resolution is unsuccessful, the Parties agree that any legal action shall be brought in a court of competent jurisdiction located in the State of Oregon.

10. Entire Agreement

10.1 This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, representations, or agreements, whether written or oral.

10.2 No amendment or modification of this Agreement shall be valid unless made in writing and signed by both the Breeder and the Buyer.

10.3 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one agreement.