Health Guarantee & Puppy Sales Contract

AKC Registered Puppies

Country Breeze Doodles & Poodles

Brianne Klingsporn 507-421-3936

All our puppies come with:

● Shots & Wormed (appropriate with age)

● Micro Chipped

● Lifetime support for you and your new family member from us.

The following will be filled out by Breeder:

Name of Sire - \_\_\_\_\_\_\_\_\_\_ Name of Dam - \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth - \_\_\_\_\_\_\_\_\_\_\_ Microchip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Gender – M orF

Purchase Price - \_\_\_\_\_\_\_\_\_\_

Deposit- \_\_\_\_\_\_\_\_\_

Remaining Balance - \_\_\_\_\_\_\_\_\_\_\_

Please fill out the following and everything that is highlighted through the contract:

I (name of the buyer), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

of Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact & #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Holding Agreement: A (set price above) deposit is required to hold your puppy or place in line if prior to

birth of litter. The seller assigns the buyer the guarantee that the dog will not be sold to any party other than the buyer if the buyer adheres to the Picking Up Your Puppy guideline. Payments may be made with Venmo, Zelle, Paypal (If paying via PayPal an additional 4% surcharge is applied) or you may visit us in person and pay cash. NO checks excepted. The remainder of puppy/dog price will need to be paid in full before puppies are released to their new home. Puppies may be shipped out or picked up at Country Breeze Doodles & Poodles at 8-9 weeks of age only after full payment has been received. This part of the contract is void if other payment arrangements are made prior.

\*In case of deposit made prior to birth of litter. Deposit may, upon seller’s discretion, be returned to buyer if the dam does not have any puppies of the desired gender available and/or color. We do not make any guarantees to size and color of puppies.

Guarantee: This puppy is guaranteed to be in good health, to the best of the seller’s knowledge.

The buyer must take the puppy to a licensed veterinarian within 7 days, from the date of

ownership in which to have the puppy checked for this contract to remain valid. If there is a

problem that cannot be rectified, you may return the puppy to us, at your expense, on the day

following the vet exam, along with a veterinarian’s statement stating the problem. You will

receive a full refund of the purchase price of the pup less any shipping fees. (Exclusion: This

does not include the presence of parasites or diarrhea and does not apply to a health problem

resulting from an injury or accident due to your negligence), the following provisions will be

honored. All medical expenses are the sole responsibility of the buyer. Viral, bacterial colds or infections such as Coccidia or Giardia (bloody stools) are a form of worms which are easily treated and are not covered in the health guarantee as they are natural things puppies can pick up. Umbilical Hernias also referred to as “outie” belly buttons and Cryptorchidism also referred to in a male dog as an undescended testicle are also not covered in the health guarantee. Puppy will be assessed by a licensed veterinarian prior to pick-up and buyer will be made aware if any hernia or undescended testicles are present. Puppies are naturally at risk for coccidia, giardia or worms which is often brought on by the stress of a new home, new food, new people, or just a change in environment. Another thing that may show up when a puppy is taken to a new environment is kennel cough (Bordetella- a raspy cough may be signs of this) which is common when puppies are transported to their new homes and is usually caused by bacteria. Kennel cough is self-limiting and like the common cold, it must run its course. Full recovery is expected and kennel cough, coccidia, giardia on their own are not life threatening. All puppies are treated and vaccinated for distemper, parvo, coccidia, giardia, and worms before they leave our kennel. However, you need to be aware that these things can arise and that they are usually not serious (even though seeing blood in the stool appears serious) and are easily treated and we will not cover the treatment for them.

Buyers Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the case of sudden death of puppy, breeder must receive a written notice of puppy’s death

from owner’s vet, along with a necropsy report indication cause of death. We also reserve the

right to acquire a DNA sample and microchip scan from the puppy to determine the dog or

puppy as one of our lineages. We do not guarantee that your puppy with pass any OFA health certifications at the time of testing, except for a two-year warranty on eyes. Environmental and nutritional factors heavily influence the outcome of these tests; therefore, we do not guarantee your individual puppy’s ability to pass any OFA exam, which the exception of eyes through the first two years of life.

Limited AKC Registration Puppy: This puppy is being purchased as a pet and therefore the

following applies:

* **The buyer will Spay or Neuter their dog around 6 months of age no later than 9 months.**
* The buyer agrees this dog will NOT be bred on purpose or by accident before two years of age AND the completion of all genetic and orthopedic health testing. If this dog sires or whelps a litter before two years of age AND the completion of all genetic and orthopedic health testing, the buyer agrees to pay the seller an additional $1,000 in damages. Accidental litters are completely avoidable.
* We do not guarantee that the puppy with pass all genetic and orthopedic health tests.
  + Environmental factors and advances in science influence the outcome of testing.
* The original buyer of the dog has the right to a replacement puppy (if no suitable replacement puppy is available, a full refund), with return of the original puppy considering the following criteria have been met:
  + 1. The original buyer must own the puppy- and it must be in their possession.
  + 2. The puppy must not have sired or whelped a litter.
  + 3. The puppy must not have been under/ overfed or over-exercised!
    - Underfed: ribs are highly visible
    - Ideal body condition: can feel/see outline of ribs. Dog has a waist when viewed from above. Belly is tucked when viewed from side.
    - Overfed: no waistline from above, belly is rounded from side.
  + 4. Buyer must show veterinary statement of diagnosis of hip dysplasia by the OFA or results of “affected” genetic diseases, along with a copy of the x-rays or exam results prior to the 24 months of age and a spay or neuter receipt stating dogs name, description and microchip number.
  + 5. Buyer must have fed this dog the puppy food recommended by seller for the first 24 months.
  + 6. The dog must be spayed or neutered before the age of 24 months.
* Puppy’s AKC Registered Name MUST start with Country Breeze. Breeder does not guarantee color, size, bite, championship, hunting ability, or temperament of any puppy.

Buyers Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Picking Up Your Puppy: Your assigned puppy needs to be picked up between 8 - 9 weeks of

age. If your puppy is not picked up by the end of 9th week and no prior arrangements have been made with the seller, Country Breeze Doodles & Poodles has the right to void the Puppy’s Sales Contract and find another buyer. If prior arrangements have been made, they will be so noted at the bottom of this contract. All fees are to be paid in full before the puppy will be released to the buyer. Shipping is available for an additional charge which will include the crate and health certificate. Puppies cannot be shipped until they are at least 8 weeks old. First Right of Recovery: If buyer is unable to care for or chooses to change his/her mind about

caring for the puppy purchased, Country Breeze Doodles & Poodles retains the right of recovery of the puppy at the buyer’s expense. The buyer must notify Country Breeze Doodles & Poodles as to the change in circumstances and give the seller first right to the dog before any other action is taken. This includes and is not limited to selling the dog to another buyer. Buyer agrees that if this puppy/dog is offered for sale or trade at any time in the future, it will first be offered to us. If the puppy/dog is being sold it will be offered to us at a purchase price not to exceed the original price of puppy/dog, not including the deposit amount. A determination will be made within thirty (30) days whether we wish to purchase back the puppy/dog. This pup must NEVER be sold to a pet store, broker, puppy mill, or surrendered to a shelter. Or sold out right to anyone, Breeder must be notified immediately of any problems that arise or if buyer cannot care for puppy/dog anymore.

Buyers Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shipping of Puppy: Pups are shipped at 8-9 weeks of age and will be guaranteed for up to 72

hours from shipping date. Will have had age-appropriate set of shots/several worming/vet health certificate/crate/blanket and a lifetime of breeder support! Along with the price of the pup, Buyer is responsible for shipping fees if applicable in the amount of approx. $450 depending on wt. of dog. In the event of a replacement pup, buyer is responsible for shipping charges/ground delivery, as well as if there are any problems. Also, in the event of a pup being returned for whatever reason, buyer is responsible for the expense of shipping/or ground delivery. Pup must have vet check-up at buyer’s expense within 72 hours of delivery to ensure health guarantee or can use the original health certificate that pup had before shipping. All other guarantees from breeder apply up to 24 months of age. Nutrition & Food: Our puppies begin the puppy food recommended by breeder when starting dry food because we have found this to be a well-balanced food for our puppies. We believe it is crucial for your puppy to continue taking the puppy food recommended by breeder through their lifetime. It is mandatory that you continue the above listed the puppy food recommended by breeder if you want the health guarantee. Because we have no control what food products, snacks, or table food your puppy will be eating, this ensures us that the puppy will be getting the best supplement and food provided and trusted by top breeders. If at any time your pet be removed from the puppy food recommended by breeder before the age of 24 months, the 2 Year Hip Guarantee against genetic moderate or severe hip dysplasia, and genetic diseases becomes void without exceptions. Also, at any time should your pet be removed from this food as stated in the Health Guarantee above, the guarantee becomes void without exceptions. Any other part of the contract, including first right of refusal and limited purchase will remain binding. We hope the Buyer will enjoy your puppy for years to come. We have taken steps to ensure that your new puppy is healthy by feeding a premium puppy food and vitamins. Please note providing a higher nutritious valued food, helps to prevent fast growth, fewer bone problems, fewer vet bills, and promotes longer life.

Buyer Acknowledges and affirms that:

- Breeder has recommended, for the benefit of the puppy, a list of appropriate healthy food; however, the use of these products is merely a recommendation of the Breeder, not a guarantee of their effectiveness or efficiency.

-All shipping costs related to any dog being purchased, as well as in relationship to any dog

being replaced for any reason, are the responsibility of the Buyer.

-Breeder is in no way responsible for any vet bills made after puppy/dog leaves the care of

Country Breeze Doodles & Poodles.

-Breeder shall not be responsible for death or injury of said puppy/dog due to negligence or

carelessness of the Buyer, any airline, live animal carrier, it’s agents or employees.

-Breeder has the right to, at any time; decide to stop breeding Doodles & Poodles. In this case, no replacement puppies shall be given and this contract is null and void.

-Breeder makes no guarantees regarding the loss of the puppy due to accidental death, theft,

sickness due to lack of vaccinations, etc., or any other loss beyond the Breeder control except as stated above.

-Breeder will not refund money in whole or part for any reason other than stated in the guarantee.

-Buyer also certifies, by signing this agreement that he/she is not acting as an agent in this purchase; that the Buyer will not resell this puppy to a puppy mill, commercial breeder, pet store, or medical research facility.

-We have the right to rescue this puppy/dog if we find that it is being mistreated, neglected, or

abused and you do not voluntarily return it. Also, any mistreatment, neglect or abuse of the

animal automatically voids all guarantees given by us.

I acknowledge that this is a legal & binding contract and have reviewed and agree to the

terms listed above. The buyer will also maintain up to date vaccines, worming’s, and to keep

the puppy/dog in humane conditions and provide proper food, water, and shelter. Failure

to follow the above contract per each section will result in “A Breach of Contract” and

shall make that section of the contract null and void. This contract applies only to the

original purchaser and is NOT transferable. When a deposit is received Country Breeze Doodles & Poodles the Purchaser automatically agrees to the terms of this contract, even if both the

Breeder and the Purchaser have not yet signed the contract.

Deposit Amount: \_\_\_\_\_\_\_\_\_\_\_\_

Final Payment Amount: \_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total Price: \_\_\_\_\_\_\_\_\_\_\_\_

Signature of Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Purchasers Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Breeder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Brianne Klingsporn)

Puppy Name/Other Conditions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_