

Poo Perfect Poodles

Standard Poodle Puppy

Sales Agreement & Guarantee

*****SAMPLE FOR VIEWING OF OUR SALES AGREEMENT & GUARANTEE TERMS ONLY: THIS DOES NOT REPRESENT ANY AGREEMENT FOR PURCHASE OR SALE OF PUPPY FROM POO PERFECT POODLES*****

This Agreement incorporates the 'Standard Poodle Puppy Deposit Agreement' executed on _____ between 'BREEDER' (Poo Perfect Poodles and 'BUYER' _____). Nothing contained herein shall be construed to void or supersede the aforementioned Agreement, and as incorporated herein. BREEDER and BUYER have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this agreement.

I. Definitions:

- A. 'Puppy' is defined herein to be a pure bred Standard Poodle embodying all the characteristics of the Standard Poodle breed. This Agreement is for limited AKC registration only WITH NO BREEDING RIGHTS.
- B. All timeframes stipulated under the Agreement are Calendar Days.

II. Responsibilities:

A. BUYER Responsibilities:

1. BUYER shall take the Puppy to a veterinarian of their choosing within four (4) business days but not longer than seven (7) calendar days, at BUYER'S expense, once BUYER receives the Puppy from BREEDER.
2. BUYER shall keep the Puppy at home and away from other dogs (especially unvaccinated ones) until ten (10) days after the full series of vaccinations are complete, or until BUYER'S veterinarian deems safe.
3. Once BUYER takes physical possession of chosen Puppy, it is the BUYER'S responsibility to keep the Puppy safe from unwanted sickness by quarantine of the Puppy from other dogs until the age of four (4) months or until BUYER'S veterinarian has completely given all core vaccinations.
4. Transportation concerns are the responsibility of BUYER, once BREEDER has delivered Puppy to BUYER. BREEDER is hereby released from any liability for injury to the Puppy after BUYER has taken possession of the Puppy, including release of the Puppy to any third party used by BUYER for transportation.
5. BUYER agrees to maintain the Puppy's health in good condition by providing all ongoing inoculations, worming(s), general care, exercise, grooming, safe containment, quality food and warm indoor shelter as necessary to assure continued good health and long life.

6. BUYER shall have the Puppy spayed or neutered at the appropriate time, however, not later than one (1) year of age, or as recommended by BUYER'S veterinarian.
7. BUYER shall provide BREEDER with written proof that the spayed or neutered procedure has been performed, within three (3) weeks following the procedure.
8. BUYER agrees to provide BREEDER with information regarding the current condition and location of the Puppy, within a reasonable timeframe following written request from BREEDER for such information.
9. BUYER shall perform all payment obligation to BREEDER in accordance with the Payment Terms and Conditions.
10. If BUYER becomes unable to continue to care for the Puppy at any point, for any reason once BUYER has taken possession of the Puppy, BUYER agrees to contact BREEDER. Arrangements will be made to return the Puppy to BREEDER at BUYER's expense. BUYER agrees to provide BREEDER with all veterinary records, microchip and registration documents and will relinquish ownership of the Puppy to BREEDER.

B. BREEDER Responsibilities:

1. BREEDER certifies that the Puppy has received the appropriate vaccinations and deworming's on a regular schedule appropriate to the Puppy's age.
2. BREEDER will provide the BUYER with a Veterinarian's Health Certificate attesting to the Puppy's current good health and its immunization record of shots up to date according to the Puppy's age.
3. BREEDER will disclose any and all known imperfections with the Puppy to the BUYER prior to executing this Agreement. Such imperfection(s), if any, shall be identified in this Agreement. Unless otherwise agreed to, the BUYER accepts all responsibility for providing care to the Puppy concerning identified and disclosed imperfection(s).
4. BREEDER has made a good faith effort to estimate and disclose the color, and probable adult size of Puppy. This is based on past knowledge and estimated according to the size of Puppy's parents. BREEDER cannot guarantee the eventual size/color of the Puppy once grown to adulthood.
5. BREEDER has no monetary responsibility for the Puppy once BUYER takes possession, other than those described as part of any Guarantee and/or Remedy under the Agreement.
6. BREEDER shall provide the BUYER with all registration papers, immunization, health records and microchip information for the Puppy at the time BUYER takes possession of the Puppy.
7. BREEDER will provide BUYER with a fecal lab report from the BREEDER's veterinarian at the time BUYER takes physical possession of the Puppy, demonstrating that the Puppy was negative for parasites before leaving BREEDER's home.

III. Guarantee:

- A. BREEDER guarantees that for the period of one (1) year, the Puppy will be free from any disabling genetic defect.
- B. If the Puppy becomes ill within fifteen (15) calendar days following the effective date of this Agreement from a condition that existed at the time of sale or if within one (1) year of sale, develops a congenital or hereditary disease that will affect the Puppy's health, require hospitalization or surgery, BUYER must contact the BREEDER immediately upon learning of the condition.
 - 1. Two (2) veterinarians agreed to by BUYER and BREEDER shall provide signed written reports on business letterhead, confirming any of these conditions, including but not limited to diagnostic imaging and laboratory testing results. These reports with supporting documentation, will be promptly provided by BUYER to BREEDER.
 - 2. In the event said condition is determined in accordance with the Agreement, BUYER may either;
 - i. return the Puppy to the BREEDER for a refund of the purchase price, or
 - ii. exchange the Puppy for another mutually suitable Puppy of similar value from BREEDER within a reasonable timeframe as agreed to by BUYER.
 - 3. All registration papers, immunization, health records and microchip information must accompany the return of the Puppy
- C. BREEDER reserves the right to require and obtain additional examination(s) of the Puppy, performed by the BREEDER's veterinarian of choice, at the BREEDER's expense.
- D. Illness, trauma, stress or stress-related consequences incurred due to mishandling during delivery or transportation of the Puppy, or in the process of the Puppy adjusting to a new home, new routine and new food, as determined by a qualified veterinarian, are not covered under the Guarantee, including but are not limited to, coccidia, giardia, internal parasites and hypoglycemia.
- E. BUYER'S right to refund or replacement by BREEDER does not apply if the illness or death of the Puppy, determined by a qualified veterinarian as agreed to by both parties, is the result of BUYER negligence or mistreatment of the Puppy.

IV. Disputes and Remedies:

- A. Both parties agree that any dispute that may arise in accordance with the Agreement which the parties are unable to resolve themselves, shall be remedied through binding arbitration by a qualified independent and mutually agreeable third party. Costs incurred and/or awarded in accordance with any arbitration settlement shall be the responsibility of the party determined to be in material breach of the Agreement, and immediately payable to the prevailing party as Actual Damages.

- B. Both parties agree that the essence of this Agreement is the Puppy's health and wellbeing. In the event BREEDER has reasonable and documented cause indicating the BUYER is in material breach of the Agreement, and such breach imperils the immediate health and wellbeing of the Puppy, the BREEDER reserves the right to recover the Puppy from the BUYER, or require the Puppy to be placed in the care of a mutually agreeable and qualified third party, at the BUYERS expense, until such time that said breach is resolved in accordance with the terms and conditions of the Agreement.

V. Recommendations:

- A. When taking the Puppy to the vet for their initial exam and subsequent shots, the BREEDER strongly emphasizes the importance of not letting the Puppy's feet touch any surface that has not been cleaned with bleach or a strong parvicide. A good suggestion is to take a couple of towels with you from home and place them on the exam table before setting your puppy down, then washing the towels with hot water and bleach once you get home.
- B. There is an increased risk of the Puppy contracting an illness if he/she is let out beyond BUYER'S yard before vaccinations are complete. Not following these guidelines can expose the Puppy to serious illnesses that he/she has no immunity to. BUYER'S veterinarian will let BUYER know when the core vaccinations are complete, and the Puppy is fully immunized. Parvo and other sicknesses are still dangerous to the Puppy after leaving BREEDER'S home (depending upon age) due to not having had all preventive shots. After leaving BREEDER's home with the Puppy, the Puppy's immune system can still catch Parvo, if exposed to an area where a dog has had the disease.
- C. Occasionally during a puppy's initial veterinary check-up performed with BREEDER's vet at 7-weeks old, if an imperfection such as an umbilical hernia is identified, BREEDER will immediately inform BUYER of this and reduce purchase price by \$100.00, which is the amount equal to or greater than the cost of hernia repair when performed at time of spay or neuter.

VI. Payment Terms and Conditions:

- A. Purchase Price: The purchase price of the Standard Poodle Puppy is Two Thousand Two Hundred and Fifty Dollars (\$2,250.00).
- B. Deposit: A non-refundable deposit of Five Hundred Dollars (\$500.00) is required to hold the Puppy.
1. This non-refundable deposit is made in two separate payment installments:
 - i. An initial electronic payment in the amount of Two Hundred and Fifty Dollars (\$250.00) is required upon completion and return of BUYER's signed Deposit Payment Agreement. BREEDER will provide BUYER with instructions to securely submit electronic deposit payment.

ii. The remaining Holding/Deposit Fee balance in the amount of Two Hundred and Fifty Dollars (\$250.00) is due in cash at the time of BUYER's selection appointment once the Puppy is 6-weeks old.

C. Final Payment: Non-refundable remaining balance of One Thousand Seven Hundred and Fifty Dollars (\$1750.00) is due in full in cash at the time of pick-up.

This Agreement constitutes the entire Agreement between BUYER and BREEDER, and supersedes any prior undocumented understandings between BUYER and BREEDER with respect to the subject matter of this Agreement. No modification of this Agreement will be valid unless they are made in writing and duly executed by both parties.

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