

# Melorich Labradoodle Contract Page 1 of 2

Our contract is intended to accomplish a few simple goals. These goals are first, to provide puppy buyers with our warranty on hereditary health problems. Second, to ensure that our puppies will always have a good home. Third, to ensure that the puppies are not used for breeding without health clearances. Fourth, to encourage puppy owners to provide us with feedback on our puppies including health clearances.

## Puppy Purchase Contract

This contract is between Richard & Lauren Martel, herein after referred to as "Sellers" and/or "Breeders" and

X \_\_\_\_\_, herein after referred

to as "Buyer." In consideration of payment in full of the purchase price of \_\_\_\_\_ by Buyer to Sellers, Sellers agree to transfer to Buyer, subject to the terms and conditions contained in this contract, the ownership of one Male / Female Labradoodle puppy, herein after referred to as the "Puppy" (regardless of age).

## Buyer's Acknowledgement

Buyer understands that the technology does not exist to predetermine the genetic outcome of any breeding as respects health, conformation, temperament or performance ability Breeders/Sellers have, to the best of their knowledge and ability, made a good faith effort to determine that the Puppy's dam is free of inherited genetic disease, and has obtained like information on the sire to the extent available, and have made this information available to Buyer. Notwithstanding the efforts of Sellers, Buyer understands and acknowledges that Sellers can NOT predetermine the outcome of the breeding.

## Pickup/Shipping

As soon as is reasonably possible after the Puppy is at least six to nine weeks of age, Sellers will make the Puppy available to be picked up by Buyer, or Sellers will ship the Puppy to Buyer by conveyance agreed to by Sellers and Buyer and at a time reasonably convenient to Buyer. Seller shall provide a shipping crate, at buyers expense, acceptable to the agreed conveyance, and Buyer shall be responsible for all shipping expenses, which shall be paid in advance of shipping, except where advertised and agreed that the seller is paying for shipping

## Puppy Health at Pickup/Shipping

Sellers shall have the Puppy examined by a licensed veterinarian as near as feasible to the pickup or shipping date and determined to be free of disease or injury. Should the Puppy not be free of disease or injury, Sellers shall notify Buyer and pickup or shipping shall be delayed until any health problem is resolved. This should be done no later than 72 hours after delivery. The Puppy will have first shots

## Ownership of Puppy

Sellers are under no obligation to refund any portion of the Purchase Price except as provided under Health Warranty on next page. Buyer may not resale, re-home, pup but must return to seller. No refund will be made. Warranty is to the buyer only Per conditions of health warranty all warranties are void if dog is not neutered / spayed by an age appropriate time(not to exceed 6 months of age Breeders will be under a separate contract / warranty

## Buyers Responsibility

Buyer agrees to conduct him/herself as a responsible dog owner. Buyer agrees that Buyer is solely responsible for all costs and expenses of and related to the ownership of the Puppy including but not limited to feeding, veterinary care and training.

Buyer further agrees that Buyer is solely responsible for any and all actions of the Puppy and agrees to hold

Sellers harmless from any and all claims for Bodily Injury and/or Property Damages caused or alleged to have been by the Puppy.

By signing of this Contract of Sale, Buyer accepts all conditions contained herein. *Pup must be spayed / neutered by 6 months of age, (except Multigenerational which are released desexed to the buyers) or all warranties are void. Failure to fix by 6 months of age and to provide proof soon thereafter will lead to Melorich exercising any and all legal rights to take possession of dog. Should dog become pregnant or be used in stud, then buyer will forfeit pet and owe damages of \$*

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# PUPPY HEALTH GUARANTEE page 2 of contract

Melorich strives to produce the healthiest, most sound pups available. Melorich proudly guarantees all puppies against communicable disease at the time of release and against **covered** genetic disease and defect for three (3) years. (See list below for covered genetic illnesses.) Please note that though many breeders require the return of the puppy/ dog in order to receive a replacement puppy in the case of a covered genetic defect claim, that Melorich DOES NOT. We know that we could not relinquish a beloved pet, ESPECIALLY if it was sick and do not expect any good pet owner to do so. We do require that a pet with a covered genetic defect be spayed or neutered if not already altered and that you exercise good judgement along with the advice from your Veterinarian and put the animal down IF the defect is SEVERE enough to cause the animal considerable pain or significantly diminish his/ her quality of life. You may, of course, return the animal to us if you desire but it is never required in order to receive a replacement puppy. Grade #1 and #2 over or under bites are not covered. Grade #3 or #4 will result in partial refunds to help offset the cost of correction as bite conditions may not be evident at time of pups release.

The following puppy is guaranteed by Melorich, to be healthy and free of listed genetic defects. This contract is set forth to outline the specific responsibilities of the breeder toward the health of the puppy described herein:

_____	_____	_____	_____	_____	_____
Breed/ Variety	Sex	Color	Whelp Date	MICROCHIP #-	DATE SOLD:
Dams Name _____					
			SALE AMT: \$ _____		
Sires Name _____			DEPOSIT PAID \$ _____		

The breeder guarantees the above described puppy to be healthy and free of communicable disease and listed genetic defects. To Activate this guarantee, the puppy buyer must have this puppy examined by his/ her personal Veterinarian within three (3) days of purchase and physical possession. Failure to have the puppy examined within the above mentioned time frame voids the contract in it's entirety and removes the breeder from any further responsibility towards the health of said puppy.

Failure to properly vaccinate this puppy can result in severe illness and death from preventable diseases and constitutes gross negligence on the part of the owner. Complete and maintain your puppy's vaccinations!

If this dog should be diagnosed by your veterinarian with a communicable disease or other illness within five (5) days of purchase AND physical custody, the breeder will reimburse the cost of any medications needed, to include IV re-hydration therapy. The breeder will not reimburse any exam diagnostic fees or hospitalization costs., which are the responsibility of the puppy owner. If, at time of delivery, this puppy is diagnosed by your veterinarian as having a debilitating congenital defect, the puppy may be returned to the breeder immediately for either a full refund minus shipping costs or a replacement puppy minus shipping costs. Breeder will pay no treatment costs for congenital defects if buyer chooses to keep the puppy.

This puppy is guaranteed to be free of covered genetic disease and defect specifically, **organ defect, hip dysplasia, thyroid disease, VWD, Addison's Disease, Sebaceous Adenitis, and / or Progressive Retinal Atrophy**. If your dog should be diagnosed with a listed genetic defect within the first three (3) years of life, the breeder will provide a replacement pup of the same sex and quality from the next available litter or the litter of the puppy buyers choice. A replacement puppy will only be granted after the affected dog has been spayed/ neutered, if the dog is not already altered. The breeder is not responsible for any costs associated with diagnosis and treatment of genetic disease or defect. The breeder is not responsible for shipping costs, if any. Autoimmune Deficiencies are not covered at this time as there are no genetic markers for testing and there may be environmental factors.

GUARANTEE IS VOID ON ANY FEMALE BRED, AND FEMALES USED FOR BREEDING ARE ONLY WARRANTED FOR TWO YEARS UNDER A DIFFERENT CONTRACT

The breeder reserves the right to have the puppy examined by a second veterinarian of the breeders choice at the expense if the puppy owner, for the purpose of a second opinion regarding any claims to this health guarantee. In the case of hip dysplasia, the claim must be accompanied by a statement from OFA confirming that the dog does have dysplastic hip joints. In the case of PRA, the claim must be accompanied by a statement from a certified veterinary ophthalmologist stating that the animal has been diagnosed with PRA,

All claims to this health guarantee must be accompanied by a statement from your veterinarian on the veterinary clinics letterhead, along with a copy of the receipt from your original "new puppy" vet visit to be considered valid. This guarantee is not transferable and is valid only for the original owner.

**Melorich Labradoodles**

Breeder: **X** *Richard Martel*

Date: **X** \_\_\_\_\_

**CUSTOMER (NAME AND ADDRESS):**

\_\_\_\_\_  
**X** \_\_\_\_\_ **X** \_\_\_\_\_  
**Signature of Buyer** **Date:**