



JIM AND JANA MOEDING
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GOLDENDOODLEPUPPIES@HOTMAIL.COM

CONTRACT & HEALTH WARRANTY

This agreement is between (Sellers) Jim and Jana Moeding and:

(Buyer) _____ / _____

It is agreed between Seller and Buyer as follows:

1. DESCRIPTION OF DOG

The dog sold pursuant to the terms of this agreement is as follows:

Sex: _____

Date of Whelp: _____ Color: _____

Dam: _____ Sire: _____

The purchase price of the puppy is \$_____ [less the deposit of \$250.00].

The balance of \$_____ is due.

This includes the MN State Sales Tax in the amount of \$_____.

If shipping, an additional \$_____ will be due two weeks prior to the shipment of puppy.

2. CONDITIONS OF SALE

Health Guarantee

Rosewood Kennel LLC guarantees your puppy to be free from infectious diseases for 4 days after puppy leaves our premises, and guarantees puppies to be free from genetic hip and eye problems for two years. Some conditions apply, as stated below. Puppy will leave our facility clean, in good general health, and with no physical defects. The puppy will be examined by a veterinarian prior to leaving our kennel.

Deworming's and immunizations set forth by our veterinarian (see schedule below) will have been completed as shown. While it is generally recognized that intestinal parasites and ear mites are common in puppies, and part of a puppy's early development, we will make every effort to prevent such parasites. Often, the stress of change and travel can cause intestinal parasites to emerge after the puppy has left its mother. Buyer agrees to continue de-parasitization testing and treatment (if necessary) with their veterinarian (see below). De-worming will have been done at age 2, 4, 6, and 8 weeks of age (Strongid - pyrantel pamoate) and the puppy's vaccinations will be administered at 6 and 8 weeks of age.

- New owners must take their puppy to their veterinarian within 4 days of receiving pup for examination, testing for worms, treatment for worms if necessary, and to schedule ongoing immunizations. Failure to have the puppy examined by vet within four days of date puppy was received by buyer, or if purchaser fails to provide required immunizations or deworming's, will void the health guarantee. Proof must be submitted to Seller that puppy has been examined within the time specified.
- If the purchaser's veterinarian finds the puppy to be in poor health, the Veterinarian's written description of the problems must be provided, dated within 4 days of the date purchaser received their puppy. Worms are not considered life threatening.
- With documentation by vet that is dated within 4 days of receipt of puppy that puppy or given a replacement puppy. Transportation costs will not be refunded and are not included in this guarantee. Cost of exams and tests are responsibility shows infectious illness or genetic defect, purchaser will be refunded price of buyer.
- New owners agree to keep their puppy at home and away from other dogs, public places, parks and will use care in allowing others from outside their home to pet or touch the puppy. This is to protect the puppy from exposure to parvovirus and other infectious illnesses. New owners will not enroll the puppy in obedience training classes until all immunizations are completed – usually at 16 to 20 weeks of age, or according to their veterinarian's recommendations and schedule.
- Purchaser agrees to spay or neuter the puppy at or before 5 months of age.
- Purchaser agrees that this puppy is sold strictly as a pet. No breeding rights come with this puppy. Buyer agrees to send proof of spay or neutering to the sellers within one month of the procedure. Failure to do so will result in voiding the health warranty and will result in litigation.
- Genetic defects of the eyes are covered by this guarantee for two years. A certified eye doctor must see the dog and the results sent to Rosewood Kennel LLC if a genetic defect is suspected. Only genetic defects causing blindness are covered for 2 years. Buyer must contact seller for consultation, PRIOR to treatments or surgery for genetic defects, to review all possible treatments. In the event of such a defect, Breeder may elect either (a) or (b) as follows: (a) Purchaser shall be entitled to another puppy from a breeding that is acceptable to both if the vet bills related to the covered defect are equal or greater than the cost of the puppy. If the new price is higher the purchaser shall pay the difference; or (b) SELLER will reimburse the purchaser for his/her veterinarian expenses incurred in connection with the treatment of the defect up to the price of the puppy, not including shipping costs. This guarantee is non-transferable and is valid only if the following requirements have been met:
 1. A well puppy exam must have been completed within four working days of delivery/pickup.
 2. Complete and accurate health records have been maintained for a period of 24 months. This includes all preventive care such as vaccinations & heartworm preventative.
- A Warranty for Hip Dysplasia is provided for two years after the date of the sale of your puppy. Should your dog develop Hip Dysplasia during this time, buyer must provide seller proof. It will be required that X-rays be sent to OFA for scoring. This will be done at the owner's expense when the puppy is between the ages of 1 and 2 years. Only OFA results of moderate and severe HD will be covered by this guarantee. HD due to an injury will not be covered. Buyer must contact seller for consultation, PRIOR to treatments or surgery for genetic defects, to review all possible treatments. In the event of such a defect, Breeder may elect either (a) or (b) as follows: (a) Purchaser shall be entitled to another puppy from a breeding that is acceptable to both if the vet bills related to the covered defect are equal or greater than the cost of the puppy. If the new price is higher, the purchaser shall pay the difference; or (b) SELLER will reimburse the purchaser for his/her veterinarian expenses incurred in connection with the treatment of the defect up to the price of the

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There are many factors that can influence growth and development of a dog, such as diet, exercise, weight gain, proper veterinary care, etc. Buyer must keep growing puppy at a healthy weight appropriate for its size; must prevent harmful exercise that strains or negatively impacts joints; and must feed their puppy a nutritious and quality brand of dog food. We will start them on Life's Abundance all natural dog food. It is recommended that the puppy remain on this food.

Buyer agrees to maintain this dog in good health and will provide routine preventative healthcare. Regular vaccinations, parasite control and preventative medications will be administered as set forth by a Licensed Veterinarian. Veterinarian records will be required in the event of requesting a replacement dog or a refund. If routine healthcare has not been provided, this contract will be null and void.

Buyer understands that puppies may exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc.). Buyer is responsible for ongoing, lifetime socialization and training of the puppy to correctly teach acceptable behaviors as appropriate for the puppy/dog's age level. Should Buyer not be successful at training these behaviors on their own, Buyer agrees to seek professional help from certified trainers. Goldendoodles are typically affectionate and friendly, and Rosewood Kennel LLC would not knowingly place a puppy with an unsound temperament with any family. However, no one can guarantee the future temperament of a dog due to environmental influences, improper training or socialization, neglect or abuse. Therefore, Rosewood Kennel LLC does not warrant such.

If temperament issues arise with a puppy under the age of 6 months, Breeder must be notified. If training from a certified training does not correct the problem Breeder will have First Right of Refusal in taking the puppy back. There will be no refund given for the puppy due to the extensive re-training that will be required to rehabilitate the puppy unless prior arrangements are made.

Buyer(s) agrees to not abandon this dog/puppy to an animal shelter, Humane Society, dog pound, pet mill or pet store. If desired, Seller will help Buyer(s) try to find a suitable replacement home for the dog/puppy should Buyer(s) no longer be able to care for the animal. Seller does not give refunds back to Buyer(s) who decide they can't keep the dog/puppy, and Seller will not resell the dog/puppy. Sellers only concern will be to find an appropriate, loving replacement home.

Buyer understands that there is no guarantee or promise that the puppy will be non-shedding and/or hypoallergenic. Of course, that is our desire and we try to breed for this quality, but there is always a possibility that a dog may shed. Sometimes a person is allergic to the dog's saliva or to some environmental trigger, if so; a Goldendoodle may still trigger allergies.

Buyer agrees that puppy/dog will be kept as a house pet only. Extensive time in outside living areas, garage, or tied up outside is not allowed. The puppy/dog is to be kept in the Buyer's living quarters. Further, the puppy/dog is never to run off lead except in a safe, enclosed area. The Buyer is to provide humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinance where the Buyer resides.

Buyer must sign and agree to Spay/Neuter Contract below. Failure to comply with this agreement will be considered a breach of the Contract will void the Health Guarantee. Buyer agrees to pay attorney fees and court costs for litigation to enforce this contract. Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the buyer.

3. SPAY NEUTER CONTRACT

Permanent ownership of this dog is contingent upon your compliance with this Addendum.

1. Buyer acknowledges that the Goldendoodle is being purchased for the Buyer to use in personal, domestic or household use (as a pet) and NOT for breeding, medical experimentation, or any other purpose.

2. Buyer understands and agrees that the dog/puppy will be spayed or neutered under the following conditions and damage liquidation terms:

- a) The subject dog/puppy will be spayed/neutered no later than the puppy reaching the age of 5 months, unless Buyer's vet feels that it is unsafe and Buyer Provides a statement from the vet indicating the date of intended spay or neutering and Seller agrees to extend the time. At no time shall the procedure be delayed beyond the dog's first birthday. Buyer agrees to make an appointment with a qualified vet for the surgical spay/neuter of the puppy and to provide verification of the appointment to Seller.
- b) Buyer shall provide a certificate of spay/neuter to the Seller within one week of the procedure.
- c) In the event of breach of this particular clause (3) and conditions of the Contract, Seller retains the right to cancel all health warranties, demand return of the puppy/dog purchased (without refund of purchase price), and retain all ownership claim to any offspring produced by the subject dog/puppy, together with any fees paid or received for stud service or deposits paid or received for any and all puppies produced.
- d) This Contract will be in breach and all remedial clauses in full effect, when or if the subject dog/puppy produces litters (female) or causes litters to be produced (male) even though the pregnancy should result from an accidental mating.
- e) If the dog/puppy is female, at no time will an abortion be performed on the subject dog/puppy without the express written consent of Seller.
- f) If Buyer breaches any condition in clause 3, Buyer will be solely and completely liable to any third party purchaser or breeder of puppies resulting from mating this dog, or from collateral promises or agreements to mate this dog. Seller will, in no way, be liable to any third party purchaser or breeder who deals with Buyer.
- g) Unless expressly given, Buyer does NOT possess breeding rights for the subject dog. Said breeding rights remain exclusively with Seller.
- h) If Buyer is found in breach of any part or all of clause 3 of the Contract Buyer agrees to pay attorney fees and court costs for litigation to enforce this clause (3).
- i) Buyer agrees to immediately notify Seller in the event of a known or negligent breach of clause 3 of this Contract, said notice will be made in writing or by telephone, followed by written confirmation, from the Buyer to the Seller. Timely notification to Seller may conditionally mitigate the Buyer's breach.

By my signature below, I agree to have this dog spayed/neutered as stated in Clause (3), and I understand that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. I also agree that failure to comply with this agreement will void the Health Guarantee and will result in litigation.

Purchaser's Signature: _____

Date: _____, 20_____

Purchaser's Name: (please print):_____

Breeder's Signature(s):_____

Unless other arrangements are made, unpaid balances are due and payable upon delivery of the dog/puppy.

STATEMENT OF AGREEMENT

I, as the Buyer of the dog/puppy described in this Contract of Sale and Warranty, do hereby declare that I have read and fully understand and agree with the terms, conditions, and warranties contained herein.

Seller affirms that the dog/puppy described in this Contract of Sale and Warranty is the dog delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.

Buyer's Signature:

..... Dated:

Buyer's name printed:

.....

Signed on behalf of Seller, Rosewood Kennel LLC

..... Dated:

Jana Moeding