Docusign Envelope ID: 145E66E2-9F06-4273-9C43-82C7DD919F5F

Puppy/Dog Purchase Agreement & Health Guarantee
(Pet Home/No Breeding Rights)

This agreement ("**Agreement**"), dated as of _____(the "**Effective Date**"), is between Jordan Mogen, DVM of Sonoran Standard Poodles & Bernedoodles LLC ("**Breeder**"), and _____ ("**Buyer**"). The subject of this Agreement is the below-described puppy/dog ("**puppy/dog**").

- **PUPPY'S LITTER NAME:**
- **DAM & SIRE:**
- **MICROCHIP:**
- **COLOR:**
- **DOB:**
- **SEX:**

The Breeder and Buyer agree as follows:

1) **Reservation List Fee.** A non-refundable Reservation List Fee of _____ **("Reservation List Fee")** has been paid to the Breeder. The Reservation Fee shall be credited to the final Purchase Price if a purchase is made. If the buyer elects not to pick from the litter agreed upon above, the Reservation List fee can be transferred to a future litter once within 12 months. If there are already other Buyers on the subsequent litter's list, this Buyer will be assigned the next available Pick Position. Due to litters being priced individually, if a Reservation List Fee is transferred to another litter it does not guarantee the originally quoted purchase price. After 24 months the Reservation List Fee is forfeited and the Breeder owes the Buyer no further obligations. Buyer acknowledges that the Reservation List Fee is non-refundable under any circumstances.

2) **Purchase Price.** The full purchase price of _____ ("**Purchase Price**") is agreed, with the balance due in full upon the Buyer's pickup of the puppy/dog. Any shipping arrangements and expenses are the responsibility of and shall be paid for by the Buyer. All payments due under this Agreement shall be made in US Dollars and paid to the Breeder via Cash or via Zelle. If client requests using a debit or credit card, they MUST utilize Gooddog.com for all payments including reservation fee and final purchase price. No other forms of payment will be accepted. Unless the breeder and buyer have agreed upon a payment schedule to be outlined in an addendum, under no circumstances will the puppy/dog leave the Breeder's premises until the Purchase Price has been paid in full. If client fails to pay fully in accordance with this agreement, the puppy/dog remains the property of the breeder, and therefore the puppy/dog must be returned immediately to the breeder or risk legal action be taken against the buyer.

3) **OBLIGATIONS**

Breeder's Obligations. Breeder represents and warrants the following:

a) Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy/dog will be transferred to the Buyer upon the Buyer's full payment of the Purchase Price.

b) State of Health; Short-Term Health Warranty. The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records provided to the Buyer.

c) No Other Warranties. No other warranties or guarantees, expressed or implied, are made by the Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

Buyer's Obligations. Buyer agrees to the following:

d) Proper Care.
   i) Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, proper grooming to prevent skin and ear infections and matting, in addition to feeding a species and age-appropriate diet. The puppy/dog is to be housed predominantly indoors, not outside, or in a kennel. Buyer will provide proper veterinary care throughout the

Docusign Envelope ID: 145E66E2-9F06-4273-9C43-82C7DD919F5F

puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common infectious diseases.

ii) Buyer agrees that the puppy/dog cannot be resold, rehomed, or co-owned without prior notification of the Breeder. Buyer agrees to NEVER surrendered the puppy/dog to a shelter or rescue. **Should the Buyer become unable to care for puppy/dog at any point in his/her life, and wishes to rehome the puppy/dog, the Buyer agrees to return the puppy/dog to the Breeder immediately!** Returns do not entitle the Buyer to a refund.

e) First Vet Visit.

i) Breeder guarantees the puppy/dog is healthy at the time of pick up. **Buyer has three business days to have the puppy/dog examined by a licensed veterinarian.** If the puppy/dog is deemed unfit at the initial vet visit, the puppy/dog must be returned within 72 hours of the initial vet appointment, and a written statement from the licensed veterinarian clearly stating defect or illness must be provided in order for a refund to be due to the Buyer. All shipping expenses to and from the Breeder will be the sole responsibility of the Buyer. If the puppy/dog is returned within the first seven calendar days after sale, a full refund of Purchase Price minus the $500 nonrefundable Reservation List Fee will be provided from the Breeder to the Buyer. If the puppy/dog is returned after the first seven calendar days after sale, the Breeder is not obligated to provide a refund to the Buyer.

ii) The Breeder has taken reasonable steps to both prevent and treat common parasites including fleas, ticks, mites, intestinal worms, and protozoal diseases. **It is possible that the normal and expected stress of the puppy/dog going to its new home can cause soft stools and even recrudescence of latent parasitic infections. For this reason, it is recommended to have the puppy/dog's feces submitted for a fecal floatation test within 3 days of pick up.** The Breeder is NOT responsible for, nor will the Breeder reimburse any the cost of any infectious disease diagnosed more than 72 hours after pick up.

f) Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

g) Sterilization Clause and Breeding Restrictions.

i) Buyer agrees to NEVER breed the puppy/dog and to provide the Breeder proof of puppy/dog's veterinary ovariohysterectomy/hysterectomy/ovariectomy/ovary-sparing hysterectomy/castration/vasectomy before the puppy/dog is 2 years of age. NO EXCEPTIONS.

ii) If the Breeder discovers that the Buyer has bred the puppy/dog, whether male or female, whether intentional or accidental, the Buyer will have broken the agreement of this contract and the Breeder will pursue legal action against the Buyer in the form of reimbursement of "breeding right's fee" of $5,000, plus all legal and court fees. No registration will be provided or approved for progeny.

4) **This Agreement and Health Guarantee is non-transferable.** The puppy/dog must be owned by the original owner named in this Agreement for Health Guarantee to be valid.

5) TWO-YEAR HEALTH GUARANTEE

i) Breeder offers a two-year hip and elbow guarantee if the puppy/dog is found to have HIP and/or ELBOW DYSPLASIA, defined as presence OSTEOARTHRITIS, prior to two years of age, documented by an OFA report or PennHIP report. Please note that a diagnosis of "Mild" Hip Dysplasia due to SUBLUXATION alone on an extended leg view does not meet these criteria. If the puppy/dog scores "Mild Hip Dysplasia" on preliminary OFA hips, the puppy/dog must be retested via PennHIP OR OFA hip finals at the age of 2 years. Distraction scores that fall into the high-risk category (DI greater than or equal to 0.7) would also qualify for hip dysplasia diagnosis, regardless of the presence or absence of osteoarthritis, due to their statistical likelihood of developing arthritis. Legg-Calve'-Perthes disease prior to 2 years of age also qualifies for hip guarantee. Reports must be provided to the Breeder in writing within 7 business days of results. Breeder retains the right to obtain a 2nd opinion by a licensed veterinarian of her choice, as well as new x-rays taken with sedation, to confirm the diagnosis. If the second opinion fails to confirm the diagnosis, a 3rd opinion will be obtained. So long as 2 of 3 veterinary opinions align, the diagnosis of hip or elbow dysplasia will qualify for the purposes of this Health Guarantee.

ii) Breeder offers a two-year guarantee on puppy/dog if found to have a congenital heart defect, diagnosed by a board-certified cardiologist. Puppy/dog must have a canine cardiologist perform an echo to confirm the diagnosis and cardiologist must provide diagnosis to Breeder in writing within 7 business days of results. Innocent murmurs do not qualify for the heart health guarantee.

Docusign Envelope ID: 145E66E2-9F06-4273-9C43-82C7DD919F5F

iii) Breeder offers a two-year guarantee on puppy/dog if puppy/dog is found to have congenital eye disease that threatens to result in loss of vision. Puppy/dog must have the condition diagnosed by a board-certified veterinary ophthalmologist must provide medical records to the Breeder in writing within 7 business days of results. Examples of disease that WOULD qualify for health guarantee include cataracts that cover >10% of the lens and progressive retinal atrophy.

iv) Breeder offers a two-year guarantee on puppy/dog if any life threatening or severely debilitating CHRONIC illness that is defined as congenital in nature or known to be hereditary. Diagnosis must be confirmed by a minimum of two veterinarians, one of which is to be chosen by the Breeder. If the veterinarians consulted are not in agreement of the diagnosis or the heritability of the disease, a third opinion of a board-certified specialist (relevant to the disease/condition) must be acquired. So long as 2 of 3 veterinary opinions align, the diagnosis will qualify for the purposes of this Health Guarantee. Buyer must provide diagnosis to the Breeder in writing within 7 business days of results. Examples of chronic debilitating conditions that WOULD qualify for refund include Addison's disease, congenital myasthenia gravis, portosystemic shunts, renal dysplasia, malignant cancer, and epilepsy. Conditions that are neither congenital nor known to be hereditary in nature DO NOT qualify for refund policy.

v) Every effort has been made to ensure your puppy/dog is not at risk for any testable genetic diseases. However, it is expected that as scientific advances are made, more genetic disease variants will be identified. Any genetic disease variants NOT included in Embark's DNA panel by the date of contract are NOT covered by the health guarantee.

vi) Infectious disease is NOT covered by Health Guarantee Refund Policy: Infections, including bacterial, viral, fungal, ectoparasites, endoparasites do NOT qualify for Health Guarantee or refund. Examples of infections not covered by Health Guarantee include but are not limited to parvovirus, distemper virus, skin or ear infections, sepsis, coccidioidomycosis, heart worms, giardia, coccidia, fleas, ticks, demodex mites, ear mites, lice, or hookworm, whipworm, and tapeworms.

vii) Specific Health Conditions NOT covered by Health Guarantee Refund Policy: Dental malocclusions, umbilical or inguinal hernias, recessed vulvas, cryptorchidism, food allergies or intolerances, atopic dermatitis (environmental allergies), persistent pupillary membranes, juvenile cellulitis (puppy strangles), panosteitis, hypertrophic osteodystrophy, cranial cruciate rupture, grade 1 to 2 patellar luxation, gastric dilatation volvulus, and hypothyroidism are not covered by the Health Guarantee and therefore not eligible for refund.

viii) Refund Policy: Upon receipt of a letter to the Breeder from a licensed veterinarian stating that in their opinion the puppy/dog suffers from a life threatening or severely debilitating chronic condition that is deemed congenital or known to be hereditary in nature, the Buyer will have two options:

Option 1: The Breeder will replace the puppy/dog with a puppy/dog of equal or lesser value (when available). Return of the original puppy/dog is not required.

Option 2: Breeder will refund the Pet Purchase Price of the puppy/dog minus the $500 reservation fee. Return of the puppy/dog is not required.

ix) The Breeder is not responsible for, nor will the Breeder reimburse any veterinary/medical bills while the puppy/dog is in the care of the Buyer, even if their sum exceeds the refunded Purchase Price of the puppy/dog.

x) Breeder makes no guarantees regarding the loss of the puppy/dog due to accidental death, theft, sickness due to lack of vaccinations or routine preventative care, or any other loss beyond the Breeder's control except as expressly stated above.

xi) Returns for any other reason, including but not limited to, problem behaviors (i.e., separation anxiety, noise phobia, aggression, fear) or inadequate training (nuisance behaviors, mouthing, jumping, barking, failure to recall, urinating or defecating indoors, consuming inedible objects) do NOT qualify for refund. Unforeseen change of client's lifestyle (moving, job loss, pregnancy), or pet's physical traits not meeting client expectations (color, coat characteristics, shedding, size, or weight) do NOT qualify for refund. Similarly, returns due to allergic reaction of the client or family member to the pet's saliva, fur, or dander do NOT qualify for refund.

6) **Limitations of Health Guarantee**: The following will void ALL GUARANTEES:

i) Allowing the puppy/dog to become overfed/obese or underfed/emaciated at any time. Underfed: Ribs are highly visible or palpable with no significant fat covering. Overfed: Puppy/dog has no waist when viewed from above and belly is rounded when viewed from the side.

ii) Any evidence of neglect or abuse from the Buyer or a designated Guardian.

iii) Any previous related trauma (broken bones, being hit by car, or other injuries).

iv) Documented toxicities or poisonings, whether intentional or accidental.

v) Any Evidence of Strenuous Exercise prior to skeletal maturity. For example: use of a treadmill, jogging or running >1 mile, hiking >3 miles, extensive jumping (such as agility or fly ball training) or excessive retrieving (>15-minute increments) prior to 12 months of age.

vi) Sterilization of the puppy prior to 12 months of age.

vii) Removing pet's microchip that allows for confirmation of identity.

Docusign Envelope ID: 145E66E2-9F06-4273-9C43-82C7DD919F5F

viii) Failing to provide core vaccinations, parasite control, routine medical care, and breed appropriate coat care as recommended by a licensed veterinarian.

7) **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to inform the Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to: cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. The Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify the Breeder of the particulars of the animal's death.

8) **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

9) **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the conflicts of law's provisions thereof.

10) **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect to remain enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

_____

Name: Jordan Mogen, DVM
Address: 46631 N. 35th Ave, New River, AZ, 85087
Email: sonoranstandarddoodles@gmail.com
Phone: 602-834-8351

BUYER:

_____

Name:
Address:
Email:
Phone:

Agreement Addendum:

Buyer's Initials _____, Breeder's Initials _____