

Puppy 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 ("**puppy**") regardless of dog's age.

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

The Breeder and Buyer agree as follows:

Reservation List Fee. A non-refundable Reservation List Fee of _____ ("**Reservation List Fee**") has been paid to the Breeder on _____ (**Date**). The Reservation Fee shall be credited towards the final Purchase Price if a purchase is made within 24 months of this date.

Purchase Price. The full purchase price of _____ ("**Purchase Price**") is agreed, with the balance due in full upon the Buyer's acquisition of the puppy. If Buyer elects to have the puppy boarded past the Breeder's pick-up date, the balance of the puppy purchase price must be paid in full when the puppy turns 8 weeks of age. Buyer is responsible for a boarding fee of \$25 per day payable upon pick up. 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 Buyer 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. Buyers who utilized GoodDog.com to find the Breeder or puppy, must utilize the GoodDog payment platform per GoodDog's policy. Unless the Breeder and Buyer have agreed upon a payment schedule to be outlined in an addendum, under no circumstances will the puppy leave the Breeder's premises until the Purchase Price has been paid in full. If the Buyer fails to pay fully in accordance with this agreement, the puppy remains the property of the Breeder. If the puppy is removed from the property prior to payment in full, the puppy must be returned immediately to the Breeder, or risk legal action taken against the Buyer for theft.

OBLIGATIONS

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

- a) Ownership.** Breeder is the lawful owner of the puppy and has the right to transfer ownership of the puppy to the Buyer. Ownership of the puppy will be transferred to the Buyer upon the Buyer's full payment of the Purchase Price and physical acquisition of the puppy.
- b) State of Health.** Short-Term Health warranty. The puppy 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. (See First Vet Visit & Health Guarantee below)

Buyer's Obligations. Buyer agrees to the following:

- a) Proper Care.** Buyer will provide good and proper care of the puppy for the entirety of his/her life. Proper care includes providing adequate housing and protection from the elements, a safe area for exercise surrounded by a fence (or remain leashed at all times while outdoors), and proper grooming to prevent matting and painful infections. The Buyer agrees to feed a diet that is appropriate for the puppy's species and life-stage, in order to maintain a healthy body condition. The puppy is to be housed predominantly indoors, not live outside, chained or in a kennel. Buyer will provide proper veterinary care throughout the

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

b) Insurance. The Buyer is REQUIRED to have the puppy insured by Trupanion Insurance for the first 30 days after acquisition. Due to the Breeder's relationship with Trupanion, there is no financial cost for the Buyer to insure the puppy for the first 30 days through Trupanion. The Buyer will be required to show proof of insurance prior to the puppy leaving the Breeder's property. Although pet health insurance is recommended, there is no obligation for the Buyer to continue coverage past 30 days after pick up.

b) First Vet Visit. Breeder guarantees the puppy is healthy at the time of pick up. **Buyer has three business days to have the puppy examined by a licensed veterinarian.** If the puppy is deemed unhealthy/unfit at the initial vet visit and the Buyer wishes to return for this reason, the puppy must be returned within the first seven calendar days after the sale. Written documentation from the licensed veterinarian clearly stating defect or illness is required and must be provided in order for a refund to be issued to the Buyer. All shipping expenses to and from the Breeder will be the sole responsibility of the Buyer. If the puppy is returned within the first seven calendar days after sale due to a legitimate health concern diagnosed by a veterinarian, a full refund of the Purchase Price will be provided from the Breeder to the Buyer within 7 business days. If the puppy is returned after the first seven calendar days, the Breeder is not obligated to provide a refund to the Buyer. Under no circumstances is the Breeder responsible for reimbursement for the cost of medical care provided by the Buyer or the Buyer's veterinarian.

d) Common Parasites. 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 going to its new home can cause soft stools and even recrudescence of latent parasitic infections. **It is highly recommended to have the puppy's feces submitted for a fecal floatation test within 3 business days of acquisition.** A fresh fecal sample should be taken to the initial veterinarian appointment and collection container will be provided. If a parasitic infection, such as giardia, coccidia, hook worms, whipworms, tapeworms, roundworms is diagnosed within the first 3 business days after pick up the Breeder will reimburse the Buyer for the cost of MEDICATION to treat the infection. The Breeder is not responsible for reimbursement for any other cost of care or diagnostics. The Buyer must provide an itemized invoice from a veterinarian, as well as medical notes, laboratory results, the puppy's diagnosis, and the treatment plan. The Breeder will NOT reimburse the cost of treatment for any parasites diagnosed more than 3 business days after pick up.

HEALTH GUARANTEE:

a) HIPS & ELBOWS. The Breeder offers a two-year hip and elbow guarantee if the puppy is found to have HIP DYSPLASIA and/or ELBOW DYSPLASIA, defined as the presence of osteoarthritis, degeneration, or remodeling of the joint, prior to two years of age. Orthopedic Foundation for Animals (OFA) can be used to grade x-rays of hips and elbows for this purpose. However, a diagnosis of hip dysplasia due to ONLY SUBLUXATION on an extended leg OFA x-ray does not meet the criteria required for the purposes of our Health Guarantee. If not using OFA for scoring, hip dysplasia must be diagnosed by a veterinary radiologist or orthopedic surgeon. A diagnosis of hip or elbow dysplasia from a general practitioner does not meet these criteria. Alternatively, the Buyer can elect to have PennHIP performed. Osteoarthritis and/or distraction scores that fall into the high-risk category (DI greater than or equal to 0.7) without osteoarthritis, would qualify for hip dysplasia diagnosis. 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.

b) HEART. Breeder offers a two-year guarantee on puppy if found to have a life-threatening congenital heart defect diagnosed by a board-certified cardiologist. Puppy must have a canine cardiologist perform an ultrasound and EKG to confirm the diagnosis and cardiologist must provide diagnosis to Breeder in writing within 7 business days of results.

c) EYES. Breeder offers a two-year guarantee if the puppy is found to have congenital eye disease that threatens to result in greater than 50% loss of vision. The puppy must have the condition diagnosed by a board-certified veterinary ophthalmologist and must provide medical records to the Breeder in writing within 7 business days of results.

d) **CONGENITAL OR HEREDITARY CHRONIC ILLNESS.** Breeder offers a two-year guarantee on puppy if diagnosed with a **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. Buyer must provide diagnosis to the Breeder in writing within 7 business days of results. Conditions that are not chronic, congenital, or known to be hereditary in nature DO NOT meet these criteria.

e) **GENETIC DISEASE.** Every effort has been made to ensure your puppy 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.

f) **EXCEPTIONS.** The following Health Conditions are NOT covered by our Health Guarantee Refund Policy:

- a) Dental - malocclusions, overbite, underbite, base narrow canines, unerupted teeth;
- b) Eyes - cherry eye, entropion, ectropion, ectopic cilia, PPMs;
- c) Urogenital - recessed vulva, cryptorchism;
- d) Abdomen - umbilical or inguinal hernias;
- e) Allergy - food allergy, food intolerance, atopic dermatitis;
- f) Orthopedic - hygromas, panosteitis, patellar luxation, cranial cruciate injury, meniscal injury;
- g) Auto-immune - juvenile cellulitis (puppy strangles);
- h) Infections - bacterial, viral, or fungal;
- i) Parasites - internal or external.

Health Guarantee Actions & Policies:

Upon receipt of a documentation to the Breeder from a licensed veterinarian stating that in their opinion the puppy suffers from a life threatening or severely debilitating chronic condition that is deemed congenital or known to be hereditary in nature or a condition that meets the criteria set above, the Buyer will have two options:

Option 1: **RETURN & REPLACE.** If the Buyer wishes to return the puppy to the Breeder due to a qualifying health condition, the Breeder will replace the puppy with another puppy of similar value, when available. After the puppy's return, the Breeder will be solely responsible for all decisions regarding the puppy's care and/or rehoming.

Option 2: **RETURN & REFUND.** If the Buyer wishes to return the puppy to the Breeder due to a qualifying health condition but does not wish to receive a replacement puppy, the Buyer can elect to receive a full refund of the Purchase Price. The Breeder has up to 30 days from the return of the puppy to disperse the refund. The Breeder is not responsible for reimbursement for the cost of any care the puppy received while in the possession of the Buyer.

Option 3: **RETAIN & REFUND.** If the Buyer elects to retain ownership of the puppy with a health condition that qualifies for the health guarantee, the Breeder will refund the full Purchase Price of the puppy. All documentation and pertinent veterinary records must be provided from the Buyer to the Breeder in order to qualify for refund. The Breeder has up to 60 days from notification of the puppy's diagnosis to disperse the refund. The Breeder is not responsible for the cost of care received prior to diagnosis, nor the cost of ongoing care, even if their sum exceeds the refunded Purchase Price of the puppy.

Breeder makes no guarantees regarding loss of the puppy due to accidental death, theft, sickness due to lack of adequate care provided by the Buyer, inadequate vaccination, or any other loss beyond the Breeder's control except as expressly stated above.

Limitations of Health Guarantee:

The following will void ALL GUARANTEES:

- a) Allowing the puppy to become overfed/obese or underfed/emaciated at any time. Underfed: Ribs are highly visible, can feel and see outline of ribs. Overfed: Puppy has no waist when viewed from above and belly is rounded when viewed from the side.
- b) Any evidence of neglect or abuse such as serious accidents, negligence, toxicities, poisoning, heat stroke, or any previous trauma (broken bones, being hit by car, or other serious injuries).
- c) Any excessive strenuous exercise prior to skeletal maturity or 12 months of age. For example: forced running on a treadmill, jogging or running for more than 1 mile per day, agility training, fly ball training, or excessive retrieving (more than 20 minutes per day).
- d) Sterilization of the puppy prior to 6 months of age.
- f) Removing pet's microchip that allows for confirmation of identity.
- g) Failing to provide care, indoor housing, core vaccinations, parasite control, routine medical care, and breed appropriate coat care as recommended by a licensed veterinarian.

OTHER RETURNS:

- a) **REHOME/RETURN TO BREEDER CLAUSE. Should the Buyer become unable to financially or physically care for puppy at any point in his/her life, the Buyer agrees to return the puppy to the Breeder immediately!** Buyer agrees that the puppy cannot be resold or rehomed to ANYONE without prior notification of the Breeder. Buyer agrees to NEVER sell or surrender the puppy to a shelter, rescue, animal control, another breeder, commercial facility, or puppy broker. The Breeder is under no obligation to provide the Buyer a refund for the return.
- b) Returns due to the puppy's behavior, including but not limited to fear, anxiety, separation distress, phobias, aggression, or inadequate training do NOT qualify for refund. Behaviors related to inadequate training, include but are not limited to, nuisance behaviors, counter surfing, mouthing, jumping, barking, failure to recall, urinating or defecating indoors, and consuming non-food items/objects.
- c) Returns due to the pet's physical traits not meeting Buyer's expectations, such as color, coat characteristics, shedding, size, or weight do NOT qualify for refund.
- d) Returns due to unforeseen change of Buyer's lifestyle (moving, job loss, pregnancy) do not qualify for refund.
- e) Returns due to allergic reaction of the Buyer or a family member to the pet's saliva, fur, or dander do NOT qualify for refund.

PET HOME AGREEMENT – NO BREEDING RIGHTS.

Buyer's breach of any of the foregoing obligations shall result in Breeder's Health Guarantee being null and void.

- a) Buyer agrees to provide the Breeder proof of puppy's veterinary ovariohysterectomy/hysterectomy/ovariectomy/ovary-sparing hysterectomy/castration/vasectomy before the puppy is 2 years of age. NO EXCEPTIONS.
- b) Buyer agrees to NEVER breed the puppy. If the Breeder discovers that the Buyer has bred the puppy, whether male or female, whether intentional or accidental, at any point during the puppy's lifetime, 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 \$2,500, plus all legal and court fees incurred. No registration will be provided or approved for progeny.

Transferability. This agreement and Health Guarantee is non-transferable. The puppy must be owned by the original owner named in this Agreement for Health Guarantee to be valid.

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 throughout the puppy'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, accidental, or intentional death of the puppy (i.e. humane euthanasia), promptly notify the Breeder of the particulars of the animal's death.

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 by electronic signature, which shall be considered as an original signature for all purposes and shall have the same binding force and effect as an original signature.

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.

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.

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

BREEDER:

Name: Jordan Mogen, DVM
Address: [REDACTED]
Email: sonoranstandarddoodles@gmail.com
Phone: 602-834-8351

BUYER:

Name:
Address:
Email:
Phone:

Agreement Addendum:

