

# Southern Dream Bernedoodles Sales Contract

This contract binds the parties hereafter identified

Allison & William Laine

327 Hickory Knoll

# 336 554-1049

Hereafter named the "Breeder"

and

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_

Hereafter named the "Buyer"

## 1. Description of Dog

Breed: \_\_\_\_\_ Bernedoodle \_\_\_\_\_

Gender: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

## 2. Sales Price

Date of Pickup: \_\_\_\_\_

Total Price paid for the dog: \_\_\_\$2500.00\_\_\_\_\_

Shipping Cost: \_\_\_\_\_

Reservation fee: \_\_\_\$500.00\_\_\_\_\_

Amount due upon receiving the puppy: \_\_\_\_\_\$2000.00\_\_\_\_\_

Note: the reservation fee is non-refundable after puppies are 2 weeks old

### **3. Health Guarantee at the Time of Purchase.**

The breeder guarantees that the puppy will be in good health at the time of purchase and will have received their 1<sup>st</sup> vaccinations and deworming medication. This guarantee is valid for a period of 3 days after the date of pickup.

During the 3-day period if the puppy presents signs of disease which may have originated from the breeder's kennel, the buyer must inform the breeder within the 3-day period and then return the dog (at a time specified by the breeder). A note from a veterinarian is also required describing the dog's condition.

Parasites, worms and urinary tract infections are common in puppy's. The breeder has done everything possible to prevent these things and has taken all precautions to make sure your puppy doesn't have them but sometimes puppy's will have them when they go home, and it comes with puppy territory. The breeder is not responsible to cover the cost of worms, parasites and urinary tract infections.

### **4. Guarantee Relating to certain Congenital or Hereditary Diseases**

The breeder guarantees that the dog will be free of moderate to severe hip and/or elbow dysplasia provided the dog is X-rayed at or before 24 months of age and the X-rays are examined by OFA. If OFA determines that the dog is dysplastic the buyer must inform the breeder at this time of the dog's condition. The hip guarantee shall be null and void if this dog is determined to be overweight at any time, involved in a serious fall, hit by a car, allowed to go up and down stairs or extensive exercise (walking or running over one mile per walking session) prior to one and a half years of age, or any other physical injury. The same method of replacement stipulated in clause 6 will be applied. Please note this guarantee is void after the dog reaches 24 months of age.

### **5. Guarantee of Temperament**

The breeder guarantees that the dog has a sound temperament that is typical of the breed. The breeder is not responsible for a dog that may show signs of shyness or extreme aggressiveness unless three (3) or more littermates share similar defects in personality. If no other defects are shared between three (3) or more littermates it will be assumed that the fault is the result of unsuitable handling practices or training on the buyer's behalf.

### **6. Application of the Guarantee under Clauses 3, 4, 5**

It is understood that any dog that has been put to sleep for whatever reason will not be replaced or refunded unless the breeder has authorized the procedure beforehand in writing. Moreover, the breeder may have the dog examined at their expense for the purpose of obtaining a second opinion or for performing necessary treatment.

For the application or guarantee under clause 3, 4 and 5 the breeder will only compensate the buyer ONCE by one of the 2 methods stated below (buyer's choice).

a. The buyer must return the dog if it is showing signs of hereditary disease or hip dysplasia (determined by OFA) before the age of 24 months. The dog will then be replaced free of charge by another dog of the same breed within a 12 month period following the return of the original dog. A note from a board certified veterinarian must be shown to the breeder stating what condition the dog has and that is condition is hereditary. If this note can't be provided to the breeder then the dog will not be replaced. Shipping and transportation fees of the original dog back to the breeder and the new puppy to the buyer are the buyer's responsibility.

b. If the buyer decides to keep the dog and fix the problem, the breeder will compensate the buyer up to but no more than half the purchase price paid for the dog if and only if the dog needs extended veterinary care for this condition. A note from a board-certified veterinarian must be shown to the breeder stating the dog's condition and all vet bills must be submitted to the breeder before any compensation is given.

Please note at Southern Dream Bernedoodles, we do our best to ensure all our dogs and pups are healthy, have been vaccinated, dewormed and all the parents have the proper clearances. Sometimes, just like people, dogs can get sick, so it is up to you to have either pet insurance or a fund set up for you dog just in case something like this happens.

**The Buyer agrees:**

- a) to have this dog de-sexed at 1 year of age and mail proof of spay/neuter to the breeder. Failure to do so shall null and void this contract.
- b) to pay the breeder a fee of 10 times the purchase price of the dog if this dog is ever bred.
- c) to keep the dog in a fenced yard or if no such yard is available to properly supervise this dog at all times when off leash.
- d) to maintain this dog at a proper weight and shall not over exercise (over one mile per walking session) or allow this dog to go up and down stairs freely for the first year and a half of its life (baby gates must block all stairs).
- e) to take this dog to the vet at least once a year for its annual shots and check-up.

- f) to feed this dog a high-quality food and to provide this dog with daily vitamins (optional) supplements suggested by a veterinarian.
- g) to inform the breeder if there are any concerns about the health/temperament of this dog.
- h) to set up a pet insurance plan for this dog **or** set up some sort of plan in case the dog gets sick so there are funds available (put away \$50 a month etc).
- i) that there is NO guarantee this will be a non-shedding or hypoallergenic dog.
- j) that there is NO guarantee on color and this puppy may change colors as it ages.
- l) to allow Allison & Will Laine of Southern Dream Bernedoodles to use any photographs or statements emailed or posted on Facebook as a form of advertisement on their website & social media (FB, Instagram, Twitter) or for any other form of advertising.
- m) that this dog will never be sold or given away to anyone and if for some reason the buyer is unable to keep the dog they must return the dog to the breeder. No compensation will be given for the dog. If the buyer needs to return the dog for whatever reason within 2 weeks of the purchase date, then ½ the purchase price of the puppy will be returned to the Buyer. The dog must be healthy and in perfect condition. If it is not healthy or in good condition, no money will be returned to the buyer. Buyer will be responsible for all shipping fees.
- n) that this Agreement between the BUYER and BREEDER shall be governed and construed according to the laws of the Onslow County, NC.

The health guarantee is only applicable to the original purchaser and if the dog is sold or given away the warranty is void.

This agreement is one of total integration. All details of the Buyer/Breeders responsibilities and understandings are written within this agreement. There are no oral modifications to this contract.

The Buyer and Breeder accept all conditions stipulated in the pages above.

Date: \_\_\_\_\_

Breeders signature: \_\_\_\_\_

Buyers signature: \_\_\_\_\_