

PET HOME PURCHASE AGREEMENT

Hamilton Farm Doodles is so glad to partner with you to provide a quality pet for your family. Thank you for trusting us with your newest family member!

This agreement is entered into between Hamilton Farm Doodles (referred to as "seller") and "Buyer" as listed at bottom of contract.

A deposit of \$500 is required to hold your puppy. Deposit is non-refundable and will be applied to the purchase price of the puppy. You may pay your deposit via Venmo or our Good Dog account. Another deposit of \$500 is due at 6 weeks of age. (If your puppy is already 6 weeks of age, you can pay the remaining balance at pick up) The remaining balance of should be paid at pick up. If your puppy is flying, the balance must be paid two days before the puppy is scheduled to fly. Delivery costs are not included in the price of the puppy. Buyer can arrange their own transportation or Seller can arrange transportation options as listed on Seller's website. **We DO NOT accept checks.**

Seller's Responsibility:

Seller makes every effort to ensure that the puppy is healthy at the time seller releases puppy to Buyer. We will not allow a puppy to leave until we are certain that the puppy is ready for the trip to your home and is free from any illness to the best of our knowledge. Seller is not responsible for associated charges such as shipping, vet fees, mental stress, low blood sugar, or internal or external parasites. **UNDER NO CIRCUMSTANCES WILL SELLER BE RESPONSIBLE FOR ANY VETERINARY COSTS.** All our puppies have completed their regimen of immunization and de-worming to their age-appropriate shot and de-worming schedule at the time of delivery.

Seller makes no guarantee as to the adult weight, height, color, coat, of any puppy.

Genetic Health - The Seller provides warranty against debilitating congenital defects for a period of two (2) years after the date of sale.

- A. Seller guarantees all possible steps have been taken with the sire/dam selection and breeding to prevent hereditary issues.
- B. Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

- C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
 - A. Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis.
 - B. Seller has the right to require a second opinion from a veterinarian and /or veterinary specialist at the the Seller's choice at the Seller's expense.
 - C. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
- D. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy form the Seller of equal or lesser value from the next available litter.
 - A. Original puppy need not be returned, provided there is proper documentation of congenital issue.
 - B. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12 months
 - C. Color or gender is not guaranteed
 - D. Shipping fees will not be refunded, and any costs associated with shipping the replacement puppy are to be covered by Buyer.
- E. If the puppy is euthanized or in any way disposed of, without a second opinion form the Seller's veterinarian, the Buyer waves all rights to a replacement puppy.
- F. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does no include any illness due to the ingestion of foreign objects food, chemicals, or physical injury. Diagnosis of hip dysplasia, ligament tears, luxating patellas, or any other orthopedic diagnosis are not covered by this guarantee/ contract. After the puppy leaves our home, we have no way of monitoring or regulating the exercise, agility, or activity that our puppies take part in, which can result in an orthopedic diagnosis.
- G. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
- H. This warranty is non-transferable.

Buyer's Responsibility:

1. The Buyer agrees to provide this puppy with proper vet care, diet, housing, socialization, and grooming for his/her entire life. Under NO CIRCUMSTANCES shall this puppy be placed into a shelter, a pet store, or placed with a rescue organization or foster care. If

for any reason Buyer needs to rehome puppy, Buyer agrees to notify Seller. Buyer and Seller will decide together on a suitable home for puppy.

2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.
3. The Buyer agrees to have the puppy examined by a licensed veterinarian within five **(5) business days** of taking possession.
 - A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund.
 - B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
 - C. If the puppy is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.
 - D. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.
 - E. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe.
 - F. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home. (knowing that puppy has completed deworming treatments)
 - A. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this.)
 - B. Most parasites can be contagious, and it is possible that other dogs in the house can get them.
 - C. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.
5. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning the dog.
6. The Buyer agrees to postpone strenuous, forced exercise until after they are over one (1) year of age to minimize joint damage as puppies develop.
7. The Buyer allows the Seller to use any pictures of the dog that the Buyer sends to them or posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

Spay and Neuter Contract:

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy at or before 12 months of age.
 1. Proof of this, in the form of a Certificate of Spay/ Neuter form the Veterinarian, must be forwarded to the Seller by the time the puppy reaches 12 months of age.
 2. If the Seller does not receive this documentation within this time, the warranty will become null and void.
 3. It is understood that at the time of sale the puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion and / or working dog. It is being sold as a pet without breeding rights.

BUYER'S SIGNATURE BELOW INDICATES THAT HE/SHE HAS READ, AGREES TO AND DOES UNDERSTAND ALL THE CONDITIONS OF THIS AGREEMENT.

I acknowledge that this is a legal and binding Agreement and have reviewed and agree to the terms listed above. Failure to follow the above Agreement completely will result in "A Breach of Agreement" and shall make this agreement null and void. This agreement applies only to the original Buyer and is NOT transferrable. Any court costs and attorney fees necessary to enforce this agreement shall be paid by Buyer in the STATE OF ILLINOIS and the Laws of the STATE OF ILLINOIS, county of Bureau County, Illinois. Out of state laws are not valid, per this guarantee.

THE BUYER AND SELLER HAVE THOROUGHLY READ AND UNDERSTAND AND AGREE TO ABIDE BY THIS AGREEMENT.

Seller's Signature Abigail Hamilton Date: _____

Buyer's Name (print) _____

Buyer's Signature _____ Date: _____