



Bluebonnet Labradoodles of Texas Pet Adoption Agreement and Warranty

This Pet Adoption Agreement is made between Bluebonnet Labradoodles of Texas ("Seller") and _____ ("Buyer") (each a "Party" and collectively the "Parties"). The effective date of this Agreement is _____.

Description of Dog / Puppy

The dog identified below ("Dog") is being sold as a family pet only and not as a breeding prospect. The Buyer is required to provide a spay/neuter certificate to Seller prior to _____ (Dog's one year birthday) per terms of the Bluebonnet Labradoodles Pet Adoption Agreement.

- Dog Type: Australian Labradoodle
- Registered Name: _____
- Gender: _____
- Date of Birth: _____
- Microchip Number: _____
- Color/markings
at birth: _____
- Dam: _____
- Sire: _____

Payment

Buyer agrees to pay Seller the purchase price of \$2,950.00 for Dog. Seller must receive payment in full before Dog is delivered or released to Buyer. \$100 of the \$2,950 purchase price will be refunded by Seller to Buyer upon receipt of completed spay/neuter of _____ (Dog's registered name) between the ages of 6 - 12 months of age.

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Transportation and Delivery Expenses

Buyer is solely responsible for all expenses, costs or charges associated with transporting or delivering Dog from Seller to Buyer.

Return of Dog / Refund or Exchange

1. Seller strongly recommends that Buyer have Dog examined by a licensed veterinarian upon receipt of Dog by Buyer. Buyer has up to three (3) days from the time of receipt of Dog to have Dog examined by a licensed veterinarian. If a licensed veterinarian determines that Dog has a serious health issue, disease, or disorder that would impair Dog's quality of life or shorten Dog's life span, Buyer may, upon providing written verification of the diagnosis of such serious health issue, disease or disorder, request to return the Dog to Seller. If buyer requests to return Dog, Buyer shall be solely responsible for all expenses, costs or charges associated with transporting of delivering Dog from Buyer to Seller. Upon return of Dog to Seller, Buyer may obtain a refund of the purchase price set forth in "Payment" section of this agreement, or, subject to availability, a replacement dog. Seller shall have sole discretion to identify a replacement dog. A request for a return of Dog for a refund or exchange must be made within seven (7) days from the date that Buyer physically receives Dog and may only be requested should the Dog prove to be seriously ill upon arrival. Proof of examination must be provided to Seller. This guarantee will be terminated immediately if Dog is not examined within allotted time.
2. If Buyer should decide at a later time they are not satisfied with the Dog, Dog must be returned to Seller at Buyer's expense. A refund may be given minus any expenses incurred by Seller to assess and/or rehabilitate Dog once returned. Proof of testing/rehabilitation expenses will be mailed to Buyer along with partial refund of purchase price.
3. No refund will be given now will this warranty be valid if Buyer does not comply with Seller's requirements for a successful companion specifically related to Dog being well socialized. In addition, under no circumstances will a refund be made because Dog did not fall within a size category, color or coat type. Although all attempts are made to accommodate Buyer's 'cosmetic' requests, health and temperament are the primary focus of Seller's breeding program.

Buyer's Obligations

Buyer agrees to the following conditions regarding the Dog:

1. Buyer will provide a caring and loving environment for Dog.
2. Buyer will feed Dog only premium quality food. Generic, common or grocery store pet food does not constitute premium quality food.
3. Buyer will not allow Dog to become overweight or obese.
4. Buyer will safely confine Dog by using a fence or leash at all times.

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5. Buyer will restrict Dog's physical activity to a reasonable level (no climbing of stairs, jogging, extensive walks, or difficult terrain) until Dog reach one (1) year of age, but will provide regular exercise. Buyer acknowledges that exposing Dog to excessive physical activity before Dog reaches one (1) year of age may cause permanent damage and will void the warranties under this agreement.
6. Buyer will not use household chemicals or herbicides that are not approved for use near children and animals. Buyer agrees not to administer Trifexis flea medication to Dog.
7. Buyer will provide basic obedience training for Dog.
8. Buyer will provide veterinary care for Dog including well visits, annual inoculations, rabies vaccines and fecal tests, and will provide monthly flea, tick and heartworm preventative medications as recommended by Buyer's veterinarian.
9. Buyer will provide Seller with a current mailing address and telephone number and will promptly notify Seller of any updated contact information for Buyer during the three (3) year warranty period under this Agreement.
10. Buyer will not change Dog's registered name with any registration association.
11. Seller has sold one companion pet puppy to Buyer, and Buyer fully understands and agrees that _____ (Dog's registered name) is a companion pet only, and is to be spayed/neutered by Buyer at Buyer's expense before _____ (Dog's registered name) reaches between 6 - 12 months of age. Buyer agrees to pay Seller \$100 as part of the \$2,950 purchase price prior to acquiring _____ (Dog's registered name), which will be reimbursed to Buyer after proof of spay/neuter is received. Buyer further understands and agrees that if they have not provided proof of spay/neuter for _____ (Dog's registered name) to Seller by _____ (date one year from Dog's date of birth), Buyer will be responsible to pay Seller an additional sum of \$7,000 immediately. \$10,000 is the market cost for an Australian Labradoodle intact breeding puppy. Seller agrees to provide Buyer will all of the pedigree and paperwork for _____ (Dog's registered name) immediately upon receiving proof of spay/neuter procedure. This paragraph is the entire agreement between Buyer and Seller regarding spay/neuter of _____ (Dog's registered name), and supersedes any other agreement, whether written or verbal.

Training and Temperament

Buyer understands that all puppies exhibit certain undesirable behaviors such as nipping, chewing, barking, etc. Buyer is responsible for appropriate training of Dog to Correctly teach acceptable behaviors, and is responsible for proper socialization of Dog. Buyer agrees to provide obedience training to Dog no later than 4 months of age, and continue with training as long as necessary to establish a solid foundation for a well socialized Dog. Training may be done independently or through professional trainers. Should Buyer not be successful at obedience training or training

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of negative behaviors independently, Buyer agrees to seek professional help from a certified trainer. Behaviors that develop due to lack of proper training and socialization are not Seller's responsibility. Seller does not claim to be an animal behaviorist or professional trainer and recommends seeking professional help when training questions or needs arise.

Health Warranty

Seller makes the following warranties regarding Dog's health

1. Seller warrants that the Dog being sold is in good health and free of parasites at the time of delivery to the Buyer to the best of the Seller's knowledge and belief. Seller assumes no liability for injury to the Dog during or after delivery to the Seller.
2. Seller warrants that, to the best of the Seller's knowledge and belief, the Dog does not have any serious life altering genetic diseases that prevents Dog from providing it's intended purpose as a family pet. This genetic health warranty extends for three (3) years from the date of birth of the Dog. In order to pursue a claim for a life altering genetic disease under this subsection of the Agreement, Buyer must provide Seller with written diagnosis of such genetic disease in Dog from two independent veterinarian examinations at Buyer's expense. Upon receipt of two valid diagnoses, in conjunction with a concurring diagnosis by Seller's veterinarian, Seller will reimburse Buyer for direct veterinary expenses relating to the genetic disease. Seller's liability under this subsection of the Agreement is limited to one half of the purchase price of the dog as set forth in the Payment section above in this Agreement.
3. Seller further warrants that until Dog reaches three (3) years of age, Dog does not have debilitating hip dysplasia ("HD") that prevents Dog from providing it's intended purpose as a family pet. To pursue a warranty claim for debilitating HD, Buyer must provide Seller with documentation of Debilitating HD based on the screening methods used by the University of Pennsylvania Hip Improvement Program ("Penn HIP") or the Orthopedic Foundation of Animals ("OFA"). The PennHIP or OFA x-rays must document that anesthesia was used for the diagnosis. Seller reserves the right to confirm the results through an additional screening report obtained at Seller's expense before replacement, refund or surgery for correction is made. If surgery is chosen, Seller will pay said amount directly to veterinarian performing the operation. Seller's liability under this subsection 3 is limited to one-half of the purchase price of Dog as set forth in the "Payment" section above. Under no circumstances shall Seller have any liability under this subsection 3 if Dog is allowed to become overweight or obese, or if Dog sustains any physical trauma that caused or contributed to the debilitating HD condition.
4. Seller expressly disclaims liability for any claims for injuries, diseases, or disorders in Dog resulting from environmental factors outside Seller's control or from Buyer's abuse, negligence, accident or misuse relating to Dog. Under no circumstances shall Seller be

liable for any consequential, incidental or special damages resulting from or in any manner related to the Dog.

5. The health warranties provided in subsection 3 and subsection 4 above are not transferable or assignable by Buyer. Transfer of Dog ownership shall void all provisions of this Agreement.
6. There is no warranty with regard to skin/food/environmental allergies. Seller has no control of the area the Dog may be in, the food chosen, or the places Dog may go. Allergies in dogs, like people, can develop at any time.
7. There is no warranty for a minor grade 1 or grade 2 underbite (as long as this minor defect does not interfere with chewing or the general well-being of the Dog). Seller will discount any Dog with a grade 3 or grade 4 underbite. Underbite issues are related to recessive genes that can occur and cannot be tested for prior to breeding.
8. There is no warranty for minor grade 1 heart murmurs (as long as this minor defect does not interfere with the general well-being of the Dog).
9. Breeder recommends that puppies are not spayed or neutered until they are at least six months old. No health warranty will be provided for any Dog that is spayed or neutered prior to six months of age.

Seller's Additional Warranties

1. Seller warrants that Dog is in good health as of the date of delivery and that Seller has provided Buyer with copies of all medical records for Dog. For purposes of this Agreement, "Date of Delivery" means the date when Dog is released to Buyer or placed with a third-party authorized by Buyer to deliver Dog to Buyer.
2. Seller shall provide Buyer with instructions regarding dietary guidelines and instructions regarding preventative health care for Dog.
3. Seller shall provide Buyer with information regarding potential risks of vaccinations, however, Seller expressly disclaims liability for any health issues that result from a vaccination.
4. Upon execution of this contract, all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer. It is recommended that the Buyer consider purchasing a quality animal health care plan to help defray routine or emergency veterinary care.

Limitation on Additional Warranties: Puppy Training

The warranties made by the Seller in the Health Warranty section and the Additional Warranties sections of this Agreement above are based in part upon Seller's oversight and control of the physical environment at Seller's premises. Dog has received a complete health examination by a licensed veterinarian at Seller's expense prior to the date of delivery and Buyer has received a copy of the veterinarian's report. Seller is not responsible for any illness, disease, or condition

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of the Dog due to factors beyond Seller's control, including but not limited to environmental condition at Buyer's residence or at any offsite puppy training facility or other third-party location where Dog is placed after the date of delivery. Seller specifically disclaims any liability for costs or damages for any illness, disease or condition which arises after the date of delivery.

Governing Law

The laws of the State of Texas govern this agreement.

Dispute Resolution

Any dispute or claim arising from or relating to this Agreement shall be resolved by arbitration. The Parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate.

Venue

Venue for any arbitration of any dispute or claim referenced in the Dispute Resolution section of this Agreement shall be mediated in Kendall or Bexar County, Texas.

Full and Final Agreement

Buyer and Seller agree that this Agreement is the final and complete agreement of the parties with respect to the matters covered herein. This Agreement replaces any prior written or verbal understandings and may only be changed by written agreement by Buyer and Seller.

Buyer:

Name _____

Address City _____ State _____ Zip _____

Phone: _____

Signature _____ Date _____

Seller:

Bluebonnet Labradoodles of Texas

Pam Schultz

1314 Turkey Knob Boerne, Texas 78006

Signature _____ Date _____

Seller Initial _____ Buyer Initial _____

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