# Molly's Darling Doodles And Poodles Sales Contract

This agreement is between
The Breeder: Molly LaFleche
12849 M- 68
Millersburg, MI 49759
(989) 351-9291
E-mail: mjlafleche@hotmail.com
And
The Buyer
Address:          City          Zip
Phone #
E-mail Address
The Buyer enters into and agrees to all terms stated in this contract as witnessed by their signature/s or page 4.
The puppy/dog sold pursuant to the terms of this agreement is understood to be a companion pet only and not sold as a breeding or showing prospect.
Sire: Dam:
Date of Birth:
Puppy/dog description:
Microchip #:
Purchase Price (not including delivery/shipping)
Less Deposit: (Deposit is non-refundable)
Plus Delivery/shipping: (if applicable)
Balance Due:

## **Molly's Darling Doodles And Poodles**

### **Sales Contract**

CONDITIONS OF SALE The Breeder guarantees that at the time the Buyer takes possession, the puppy/dog is in good health and has received proper health care including, but not limited to: started on a deworming schedule, age appropriate vaccinations and a thorough health exam by her Veterinarian. All medical records for the puppy/dog are provided by the Breeder to the Seller and should be taken to the Buyers licensed Veterinarian for the first health exam. The Buyer agrees not to let the Vet give any puppy vaccines until they are due, which is 3-4 weeks after the one given last by the Breeder. Doubling up on vaccines can be detrimental to the health of the puppy and will void any refund or replacement puppy being given at any time. The Breeder cannot guarantee personality, coat type, coat color and/or adult size of the puppy/dog. The Breeder will do her best to give an accurate description of each puppy/dog prior to sale. The Breeder assumes no liability for injury of puppy/dog once the Buyer takes possession.

The following conditions apply to the sale of the aforementioned puppy/dog:

- 1) The Buyer has (3) business days from the time they take possession of the puppy/dog to have the puppy/dog examined by a Veterinarian. Any request to return the puppy/dog to the Breeder for a replacement puppy must be made within this time period and may only be requested should the Buyer's Veterinarian find this puppy to have a life-threatening illness/disease, where the Breeder is clearly to blame. If such a situation arises, the Breeder will replace the puppy with a puppy from a future litter, of equal value, or refund the purchase price of the puppy. The puppy/dog must be returned to the Breeder within 7 days, along with complete Vet records from the Buyers Vet, and any/all paperwork that was supplied with the puppy by the Breeder. Parasites, viruses, vaginitis and urinary tract infections, as well as other easily treated conditions are not covered by this guarantee as they are fairly common in puppies. Please do your part and do not take your puppy to places where it may be exposed to illnesses until it has received all its puppy vaccines (usually around 16-17 weeks of age).
- 2) As conscientious breeders, we do our best to breed only healthy puppies but cannot guarantee against all future health issues such as, but not limited to, cancer, allergies, autoimmune disorders, seizures, eye or skin issues, cardiac disease, dysplasia or joint problems. Environment (such as diet, over vaccination, the use of chemical flea/tick products as well as over stressed joints from slippery floors, long walks/jumping/rough play/fast growth etc., prior to growth plates closing) can play a significant role in these types of issues. We select our parent dogs from healthy lines that should minimize these things from occurring but cannot always be absolutely guaranteed. Even with our knowledge of pedigrees and our extensive vetting and health testing of our adult dogs, the Buyer understands that, on a rare occasion, an unforeseen illness/disorder could present itself. For this reason, the Breeder will send each puppy home with one month of free pet insurance (to be activated by the Buyer within 24 hours of taking the puppy home). It is highly recommended that the Buyer continues this, or some other type of health coverage throughout the life of the Dog. If pet health insurance is continued, and the puppy/ dog is diagnosed within the first 2 years of life, with a proven hereditary disease requiring ongoing medical expenses, the Breeder agrees to pay a one-time insurance deductible for said disease (not to exceed \$1,000). The Breeder always has the right to have the diagnosis confirmed by a Vet of her choice. Page 2 of 4

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If, within the fist 2 years of life, the dog dies or needs to be euthanized, due to a proven, hereditary condition, a replacement puppy (of equal value) will be given, when available, if the following conditions are met. 1) The Buyer must notify the Breeder of the illness/condition within 1 week of the diagnosis or prior to the puppy/dog being euthanized, or within 1 week of the dog dying and 2) A necropsy must be done and all reports/health records must be sent to the Breeder within 1 week of the puppy/dog being euthanized or dying and 3) Person requesting the replacement puppy must be the original Buyer of the said puppy as this does not carry over to a new owner if the puppy/dog was rehomed. The Breeder has the option of having the diagnoses confirmed prior to a replacement puppy being given.

- 3) The Buyer agrees to contact the Breeder, should it become necessary to rehome the puppy/dog at any point during his/her life. The breeder will assist the Buyer in finding the puppy/dog a new home or will take the puppy/dog back if needed. The Buyer agrees that the puppy/dog will never be taken to a shelter, pound or like facility.
- 5) Molly's Darling Doodles and Poodles puppies are sold with no breeding rights included unless discussed and agreed upon in advance. The Buyer agrees to spay or neuter this dog by the age of 7 months. To avoid issues that may arise with an intact dog such as dominance behavior, marking territory, the want to run, mood swings, accidental mating etc., the Breeder highly recommends spay/neutering by this age. The Breeder will not be responsible for behavioral issues of the puppy/dog once it leaves her home. Buyer must send proof of spay/neuter to the Breeder via e-mail or postal mail by the end of the 7<sup>th</sup> month. If it is found that the puppy/dog has been bred, whether planned or accidental, at any point in his/her life, or the dog is not spayed/neutered by 7 months of age, the Buyer may be liable to pay the Breeder a sum of \$12,000 for breeding rights and this entire health warranty shall be null and void. Any legal fees incurred by the Breeder to enforce this non-breeding contract are the sole responsibility of the Buyer.
- 6) Under no circumstances shall the Breeder be liable to the Buyer or to any third party for any consequential, incidental or special damages resulting from or in a manner related to the puppy/dog.
- 7) Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer.

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#### MAINTENANCE:

Buyer agrees to maintain this puppy/dog in good physical and mental health by completing all puppy vaccines/maintenance, a yearly Vet exam, providing proper food and shelter, regular exercise (taking care not to over stress the joints of the growing puppy), socialization and a lot of love. It is agreed that this puppy/dog will be a house pet and never left on a tie out for any length of time or unsupervised. All Veterinary records must be provided to the Breeder if requesting a replacement puppy (due to the puppy/dog dying or being euthanized) at any point in the puppy/dog's first 2 years of life. If any of the above preventative care has not been provided, this entire warranty will be null and void.

#### FULL AND FINAL AGREEMENT:

Both Buyer and Breeder agree that this Contract represents the entire Agreement between them and that no other representations have been made regarding the puppy described above.

BREEDER:	DATE:
BUYER:	DATE:

www.mollysdarlingdoodles.com