

## **Goldendoodles Forever™ Puppy Sales Contract**

Whereas, Goldendoodles Forever™, LLC., hereinafter called “Seller” is the owner of a puppy, further described as:

Puppy’s name: \_\_\_\_\_, hereinafter called “puppy”

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

Whereas, \_\_\_\_\_, hereinafter called “Buyer” is desirous of purchasing the animal described above:

Therefore, in consideration of the sum of \_\_\_\_\_, due and payable upon delivery of the puppy, the Seller agrees to convey the animal described above to the Buyer under the following warranties and conditions:

1. The Seller warrants that the Seller is the true owner of the puppy and that the Seller has the full right and authority to sell the puppy.
2. The Seller warrants the puppy is in good health at the time the Buyer assumes ownership. Buyer agrees to have the puppy examined by a licensed veterinarian within 3 days of receipt. If, as a result of the examination, the veterinarian determines that the puppy is not in good health, the cause of which is clearly attributable to the Seller, the Buyer may return the puppy, along with a written diagnosis from said veterinarian, for a full refund of the purchase price. Failure to have the puppy examined by a licensed veterinarian will nullify this warranty. If the Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatments costs will be the sole responsibility of the Buyer. Seller will not provide a refund in the event of any abuse or neglect after the Buyer assumes ownership.
3. The Seller warrants that the parents are free from any known hip or shoulder dysplasia. If the puppy develops symptomatic hip or shoulder dysplasia, verified with x-ray exam, within the first two years, the seller will pay the related veterinarian expenses up to the purchase price, provided that a veterinarian can confirm, in writing, that the condition is not caused by the puppy being overweight and/or having been over-exercised.
4. The Seller warrants the puppy will be free from the following DNA-testable disorders: CDDY, CDPA, DM, GR-PRA 1, GR-PRA 2, Ich, MD, NCL-GR, NEwS, prcd-PRA, vWD1. If, within the first 2 years from purchase, the puppy is diagnosed with any of the above disorders and such disorder will effect the puppy’s life-expectancy and/or enjoyment of life, Seller will pay the related veterinarian expenses up to the purchase price. Diagnosis and prognosis must be confirmed, in writing, by a licensed veterinarian and Seller reserves the right to have the dog’s DNA tested before compensation is given.

5. The Seller makes no warranties, nor guarantees, that the puppy is an allergy-free dog, hypo-allergenic, or non-shedding.
6. The Buyer warrants that they are not acting as an agent for any other person and/or business in purchasing the puppy. The Buyer will not sell, give, or release the puppy to any pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
7. The Buyer agrees that the puppy shall not be used for breeding and that the puppy shall be spayed/neutered by nine months of age.
8. The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming, and responsible care. This includes keeping the puppy parasite free and up to date with annual immunizations/vaccinations, proper nutrition, which consists of a good quality professional feed given at regular intervals, and fresh water available at all times, and providing the proper medical care upon sickness, disease, or injury. The Buyer further agrees that the puppy will reside at the home of the buyer, have access to a suitable yard, and will not to be chained or tethered. The Buyer promises to provide a safe environment for the dog, and to not allow the dog to roam freely without proper fencing and/or supervision.
9. If at any time the Buyer can no longer retain possession of the puppy, the Seller is to be notified and given first option of resuming full ownership of the puppy in order for the Seller to locate the puppy a new home. The puppy will be returned with all medical records and a complete disclosure relating to any and all medical problems and/or behavioral problems. Should any circumstances arise that affect the quality of life of the puppy, the Seller is to be informed so that they may participate in determining the future of the dog. The Seller reserves the right to approve/prohibit any transfer of this animal to a third party.
10. Buyer releases Seller from any and all liability, costs, and/or damages caused by the puppy after placement with Buyer, including but not limited to damage to or destruction of property and/or injury to any person. Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto.
11. This Puppy Sales Contract represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations, or warranties, express or implied, unless specifically stated in this Puppy Sales Contract. This Puppy Sales Contract supersedes all prior agreements or understandings, written or oral, between the parties.
12. Should any provision of this Puppy Sales Contract be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Puppy Sales Contract.

13. If any action or proceeding is commenced by Seller to enforce their rights under this Puppy Sales Contract and/or to collect damages as a result of the breach by Buyer of any of the provisions of this Puppy Sales Contract, Seller shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

14. This Puppy Sales Contract is made and entered into in the State of Iowa, and shall in all respects be interpreted, enforced and governed under the laws of Iowa.

The UNDERSIGNED hereby acknowledges having read the terms of the Puppy Sales Contract and does hereby agree to abide by each of the provisions set forth above.

Signature(s) of Buyer(s): \_\_\_\_\_  
Printed Name and Address(s): \_\_\_\_\_  
Telephone Numbers: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Seller:  
SELLER/BREEDER: Goldendoodles Forever™, LLC.

\_\_\_\_\_  
By: Callie O'Bryhim Brown, Sole Member

Address: 14987 Budd Rd., Dubuque, IA 52002  
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