Definitions:

 **“*BREEDERS*”** shall be defined as **Whimsical Australian Labradoodles OR BREEDERS**;

 **“*CO-OWNER or CO-OWNERS* ”** shall be defined as **CO-OWNERS**;

**“*PUPPY*” “MALE,” “MALE DOG”** shall be defined as puppy described below

This agreement made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between (BREEDERS) Whimsical Australian Labradoodles - Judy Dorough/Gail Tighe and CO-OWNERS

1. **Co-owner’s Information**

  **Primary Co-owners**

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

 Phone: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** E-mail: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 PUPPY’s Home Address: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 City: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** State: **\_\_\_\_\_\_\_**  Zip Code:  **\_\_\_\_\_\_\_\_\_\_\_**

1. **Breeding Prospect *-* MALE PUPPY**

This Breeding Prospect Puppy MALE DOG shall be understood to mean that no genetic disorders are immediately apparent at the time this Co-ownership takes possession.

This Male breeding prospect Australian Labradoodle PUPPY is of *Breeding* quality and will remain in the name of Whimsical Australian Labradoodles until this contract comes to fruition.

This MALE PUPPY born on **\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_** with the call name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be registered with the Worldwide Australian Labradoodle Association and will be registered with WALA with the named **Whimsical’s** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by the BREEDER , microchip # of  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Puppy #, Color / Markings **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 His parents are Dam: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Sire: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Purchase Price:**

The value of the above-described Male puppy is $10,000 to $12,000. In leu of a purchase price, the following stipulations are agreed upon by both Co-ownership and Whimsical Australian Labradoodles / BREEDERS.

specifically:

* 1. Co-Owner will pay for all non-breeding expenses for this MALE DOG.
	2. This MALE DOG’s breeding expenses will be split evenly by the CO-OWNERS
	3. CO-OWNERS agree to provide the transportation for the collection and/or testing of sperm for this MALE DOG.
	4. This MALE DOG stud fee will be split evenly. No stud fee will be charged to dogs owned, guardianised, or co-owned by Whimsical Australian Labradoodles.
1. Whimsical Australian Labradoodles warrants that this PUPPY is a multigenerational is a WALA registered Australian Labradoodle (ALD). Puppy is registered with the Worldwide Australian Labradoodle Association (WALA) and registration papers including transferring of ownership from Whimsical Australian Labradoodle to the CO-OWNERS will be provided to CO-OWNERS at the CO-Owners’ expense within 60 days of completion of this contract.
2. Whimsical Australian Labradoodles will have the final say on females to be bred to this MALE. Breeding costs will be the responsibility of the Whimsical Australian Labradoodles and the CO-OWNERS.
3. CO-OWNERS when applicable will be listed as CO-OWNER - BREEDERS on all litter applications.
4. WELL PUPPY Warranty:
	1. BREEDERS warrants that this PUPPY is in good health and temperament at the time CO-OWNERS assume possession.
	2. BREEDERS are not liable for any accident or injury to PUPPY after leaving Whimsical Australian Labradoodles / BREEDERS premises.
	3. This well-PUPPY warranty will be void if CO-OWNERS intentionally or negligently exposed this PUPPY to communal/shared areas for dogs and/or other domestic or wild animals before PUPPY has had his/her full series of vaccinations, or if CO-OWNERS is negligent or abusive.
	4. This puppy must pass all health testing that will be done no sooner than four (4) months of age and no later than 6 months of age.  Non-passing test results will render this puppy unsuitable for a breeding dog.  If this puppy does not pass all testing, this puppy will be then considered a Companion Puppy/Dog.  We, the Breeders/Owners of this puppy, will release this puppy to the Guardian/Co-Owners at no cost to them once proof of spay/neuter on this puppy is received by the breeder.

The Guardian/Co-Owner understands and agrees to the following:

* + 1. A companion dog/puppy will not be bred.
		2. This dog will be spayed or neutered no sooner than 9 months of age and no later than 13 months of age.
		3. Guardian/Co-Owners agree that non-passing health testing scores will make this contract invalid.
		4. Guardian/Co-Owners agree to sign a Companion Dog agreement/contract and follow the all the conditions set forth in the Companion Agreement/Contract.
		5. Breeder/Owner agrees to not remove this puppy from the Guardians/Co-Owners as long as the stipulations in this section are met.
1. SOCIALIZATION: Socializing this PUPPY is the most important thing you can do for them and waiting to socialize until the PUPPY is fully vaccinated is negligent. When taking your PUPPY that dogs frequent, i.e., to a dog-friendly store, carry your puppy to a shopping cart, cover the cart with a blanket then place your PUPPY in a cart. The blanket is to protect against germs and accidents. When visiting the vet's office, simply carry your PUPPY from the car inside. Never set your puppy on the floor. Sick dogs frequent veterinarian offices.
2. VACCINATIONS: Over-vaccination is known to cause many auto-immune diseases and conditions in your MALE DOG that might appear to be genetic in nature. If you have given or allowed your vet to give multiple vaccinations (parvo, distemper, Lyme, rattlesnake, lepto, bordetella, rabies, etc) at one time, vaccinate too frequently, or re-vaccinate shots already given to your PUPPY by us, your health warranty may be void. You will need to take your vaccination record to your vet and oversee all vaccinations prior to your vet administering them.

***Caution***: Please discuss your vet’s vaccination protocol with them. We recommend that you follow Dr. Jean Dodd's protocol: <http://canine-epilepsy.com/Vacprotocol.html> as closely as possible. We will vaccinate your PUPPY with parvo/distemper before leaving our home at 8 weeks of age. The 2nd vaccination should be between 12- 14 weeks of age, the 3rd at 18 weeks, and the 4th at 11 to 12 months of age.

 For rabies, please wait an additional 4 weeks or longer after the 3rd vaccination. In California, the rabies vaccine must be administered by 6 months of age. Other states may vary. Other vaccinations are at the discretion of the CO-OWNERS and your veterinarian but should not be given at the same time as each other this includes the core vaccines. Parvo/distemper/adenovirus [hepatitis]/ parainfluenza may be given at the same time. Rabies will be given as a standalone vaccine. **If rabies is a present threat in the CO-OWNERS area, CO-OWNERS agree to follow protocol for their area.**

1. CO-OWNERS will provide PUPPY with regular exercise, playtime and maintain this PUPPY at a healthy weight. Reasonable limits must be set for stair climbing (no running up or down the stairs until after 18 months) or jumping until this pup is 18 months old. Distance running as a vigorous exercise will be restricted for the first 18 months, this includes long runs, hikes, and running alongside bike rides. This maintains optimum hip and joint health. Puppy directed play has no limits and is always encouraged. Remember to keep jumping at a minimum.
2. CO-OWNERS agrees to provide active human companionship and socialization around children, adults, and animals so that this PUPPY grows into a stable companion. CO-OWNERS must keep PUPPY groomed (brushed, knot free, and clean) and use veterinary recommended safeguards such as heartworm preventative, flea/tick repellent, regular worming, clean/dry ears, dental care, etc.

**Regarding heart wormers,** **DO NOT USE ProHeart 6,** as it will immediately void your puppy’s health warranty.

**Regarding flea/tick repellents, DO NOT USE Seresto as it will immediately void your puppy’s health warranty. There are** many on the market which have caused terrible reactions in dogs, so please do not accept anything without learning the potential adverse reactions. Some safe alternatives at this time are Frontline Plus, Advantix, and Wondercide. Just do your own diligent research or give us a call.

1. Registration of the PUPPY will have a microchip implanted before leaving Whimsical Australian Labradoodles premises. the microchip is the responsibility of CO-OWNERS. CO-OWNERS agrees to list one of the BREEDERs as a secondary contact on this puppy’s microchip registration.

**13.** CO-OWNERS shall be responsible for ***all*** travel expenses, including, but not limited to gas, auto maintenance, food and lodging, health certificate, crate, insurance, and freight charges. Whimsical Australian Labradoodles are not liable for any accident or injury once PUPPY leaves Whimsical Australian Labradoodles premises. We welcome Co-owners to pick up their puppy in person.

 The BREEDERS may provide a hand-delivered PUPPY, via an airline or car, with the understanding that ALL expenses related to travel must be paid by CO-OWNERS, including flight, gas, food, hotel, transportation, parking, and a $300 payment to whoever flies with or drives your PUPPY and any other reasonable fees which may arise.

1. CO-OWNERS acknowledges that there is no promise (express or implied) that PUPPY will be non-shedding or non-allergenic. CO-OWNERS further agrees that this PUPPY was bred to be a standard size Australian Labradoodle, however, the adult size and color are not always predictable and no promise or warranty regarding size, color, coat appearance or texture, or any physical/behavioral trait, is made by the BREEDERS. CO-OWNERS understands there is a risk that their PUPPY may shed, coats can get lighter or darker in color, and puppies can grow larger or smaller than estimated by the BREEDERS.
2. CO-OWNERS agrees they are not acting as an agent in the purchase of this PUPPY and that CO-OWNERS will not sell or rehome this PUPPY or its progeny to any agent, pet store or DOG business.
3. If CO-OWNERS wishes to relinquish PUPPY, the *BREEDERS must be notified in writing* ***and acknowledge*** *said notification* in writing. PUPPY must be returned to BREEDERS at CO-OWNER’s expense. Alternatively, CO-OWNERS can relinquish PUPPY to a third party only by written consent of BREEDERS. We need to know where our puppies are, and we do not want even one of them to end up in a shelter.
4. CO-OWNERS agrees that this PUPPY will be kept as an indoor home companion, in a temperature-controlled home with your family, and not isolated in a crate, laundry room, outside kennel, dog run, garage, etc. for prolonged periods of time.
5. This PUPPY will reside in CO-OWNER’s home and will be provided with proper housing, quality diet, exercise, and age-appropriate vaccinations.
6. CO-OWNERS agrees to feed this PUPPY high-quality **large-breed** puppy food and treats. CO-OWNERS agree PUPPY will not be used as a guard DOG for any business.
7. CO-OWNERS understands that if any legal action is ever required, it will take place in Riverside City, within the County of Riverside or in Yucaipa City or San Bernadino City within the County of San Bernardino in the State of California, USA.

This Agreement is made and signed by all parties to ensure the wellbeing and protection of this PUPPY. If CO-OWNERS breaches any part of this Agreement, BREEDERS is released from obligations under this Agreement.

CO-OWNERS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CO-OWNERS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

End of contract. Contract consists of four (4) pages.

Thank you for choosing a Whimsical puppy. Contact us any time with questions or concerns.

<http://www.whimsical-labradoodles.com>

Gail Tighe & Judy Dorough

Text or Call – 951-515-5233