**

**Companion Puppy Agreement/Contract**

Please print and fill in this form. Take a Picture or Scan it and return it via email to *Whimsicaldoodles1@gmail. com*

This Companion Puppy Agreement/Contract is being executed on this date \_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** between Whimsical Australian Labradoodles aka Judy Dorough and/or Gail Tighe, hereafter known as “Breeders”, and the below listed Buyer, hereafter known as “Buyer.” The puppy being purchased/adopted will be referred to as “Puppy or Dog)

The Buyer agrees to pay Breeders the total sum due as stated under the Purchase Price of this document, plus state and county sales tax. This payment must be paid in full prior to the Buyer taking possession of the Puppy.

**Buyer/Purchaser(s)**

**Name:** Primary: **\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Secondary: **\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone:** Primary: **\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Secondary: **\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail:** Primary: **\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Secondary: **\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Driver’s License State** **\_\_\_\_\_\_\_**

**Physical Address of Puppy’s Home Address (No P.O.’s)**. This is the same address as the Buyers [ ] Yes [ ] No

Street: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Description of Puppy: The information below to be completed, after the puppy selection is finalized.

Note: Size and color variations as an adult are not guaranteed.

DOB: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Gender: **\_\_\_\_\_\_\_\_\_** Color: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Microchip #**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Purchase Price:**

The starting price for our puppies starts at $3000. The $3000.00 does not include California sales tax, late pick-up (after 9 weeks of age), additional training, boarding, transportation costs, etc.)

The final purchase price will be the initial purchase price **plus** extra fees resulting from additional requests from the Buyer. Additional fees will include but are not limited to: pick-up after 9 weeks of age, additional training, boarding, transportation costs, etc.).

Price of Pup $**\_\_\_\_\_\_\_\_\_**

Late pick-up (after 9 weeks of age) $ **\_\_\_\_\_\_\_\_\_\_** Training: $ **\_\_\_\_\_\_** Transportation - $ *\_\_\_\_\_\_\_\_* Boarding: $ **\_\_\_\_\_\_\_\_\_**

Minus Deposit of $ **\_\_\_\_\_\_\_\_\_** Plus Sales tax: $ **\_\_\_\_\_\_\_\_\_** Total $ **\_\_\_\_\_\_\_\_\_** or

***If paying with Cash Total* due minus CA Tax (Seller will pay)** $ **\_\_\_\_\_\_\_\_\_\_\_\_**

# Representations And Warranties:

# Seller Warrants/Buyer Agrees

# Breeders’ Responsibility:

# The Breeders guarantees that this Puppy is in good health (minus potential intestinal parasites) and has received the following:

* 1. Proof of Age-appropriate immunizations
	2. Proof of Subcutaneous microchip
	3. Deworming was done at 5 and 7 weeks of age.
	4. Veterinarian Check-up

**Health**

Seller/Breeder shall not be held responsible for the development of any congenital or hereditary diseases, or disorders that are due to the Buyer’s negligence, accidental exposure to harmful substances, accidental injury, and/or environmental factors, including but not limited to the dog being overweight or over-exercised prior to the dog’s growth plates closing. Consulting with your Veterinarian as to what age your puppy can safely do the activity level you desire is critical to the dog’s overall health and wellbeing

# Buyers’ Responsibility:

1. 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 after this Puppy leaves the Breeders home.
	1. The Buyer agrees to have the Puppy examined by a licensed veterinarian.
	2. If the Puppy is not taken to a licensed veterinarian within five business days, the health warranty is void.

**Please ensure** that the Puppy does not walk from your car to the veterinary office, that you do not allow the Puppy to touch any floor in the veterinary office, is kept in a kennel or held, or allow the puppy to interact with others in the waiting room of a veterinary office, and that the exam room and table are properly disinfected before the appointment. We recommend bringing a clean towel or blanket with you.

1. The Buyer agrees to provide the best possible care for their Puppy. This includes but is not limited to:
	1. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association
	2. Housing the Puppy indoors
	3. Not to tie, tether, or crate this Puppy as a continued means of confinement or control. *However*, crating for naps, bedtime and if you need to leave the home for a few hours is highly recommended.
	4. Feeding only a premium quality complete food intended for large breed puppy, and after 18 months of age, large breed dogs.
	5. To keep this puppy well-groomed and mat-free.
	6. Administering heartworm preventative medication (if living in an area of concern)
	7. Registration of microchip

3. The Breeders highly recommend providing basic obedience training with your Puppy within the first year of owning their dog.

4. The Buyer agrees to postpone strenuous forced exercise until after this puppy is over one year of age (80% of hip dysplasia is caused by improper exercise). This includes running with your Australian Labradoodle, biking, treadmills, using stairs to exercise, and strenuous hikes.

5. **Regarding heart wormers, DO NOT USE ProHeart 6** as it will immediately void your puppy’s health warranty. Safe to use would be Heartguard, Sentinel, and Revolution. These have all proven to be safe for breeding dogs therefore should be safe for your Puppy.

 **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/researching the potential adverse reactions. Some safe alternatives at this time are Frontline Plus and Advantix. Just do your own diligent research or give us a call.

6. If you, the Buyer, determine you are unable to keep this Puppy for any reason, the Buyer agrees not to release, give, gift, sell, trade, barter or place this Puppy dog with family, friends, brokers, breeders, person or persons, groups, rescue groups, shelter, pound, or similar facility without PRIOR contact and WRITTEN approval from Whimsical Labradoodles.

 The Buyer and Breeders together will determine how the dog will be rehomed or returned. The Breeder will have the final say should a non-agreement be reached.

 The buyer **will never** give, sell, barter, trade, lease or release this Puppy to any type of group that does any type of testing of products, including *but not limited* to, makeup, medicines, or research laboratory work.

**7. Spay and Neuter Contract:**

I/we understand that this Puppy must not be bred, either accidentally or planned, and will be spayed or neutered no later than thirteen (13) months old.

Buyers understand and agree to collaborate with the Company named **SpaySecure** which the Breeders are utilizing to implement the spay/neuter part of this contract.

Buyer shall assume the responsibility of making the arrangements to spay/neuter the Dog Prior to the Dog reaching 13 months of age. The Buyer must send proof to the Seller, or the Seller’s Agent of the Dog being spayed/neutered within 10 days of the procedure.

**Jurisdiction:** This Agreement will be construed in accordance with the laws of California. If any legal action is to be taken by either Buyer or Seller venue shall be in the city of Riverside or the city of San Bernardino, CA.

**Severability:** If any provision of this document is deemed unenforceable or public policy or statute, all other provisions of this Agreement shall remain in full force and effect.

**Binding Agreement:** This Agreement will be binding upon receipt of a fully executed agreement between the Buyer and Seller. The parties expressly agree that this document constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements in relation to this transaction.

*I/we, the Buyer, have read the above warranty/contract and agree to all terms and conditions. Should any portions of the contract be violated the Breeders may demand the return of the Puppy and a penalty fee of up to ten thousand dollars ($10,000), in addition to any and all expenses incurred by the Breeders while retrieving the Puppy and collecting said penalty fees.*

Buyer Signature : Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature : Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeders Signature : Date : \_*\_\_\_\_\_\_\_\_\_\_\_* \_\_\_\_\_\_\_

Thank you for choosing and trusting Whimsical Australian Labradoodles. Please stay in touch with us. We look forward to hearing from you!

Stay safe and well,

Gail and Judy