

Sunset Cove Goldendoodles

GOLDENDOODLE PURCHASING CONTRACT

Preface

Sunset Cove Goldendoodles understands that purchasing a pet is an emotional commitment and a substantial and ongoing investment of time, love, and money. Therefore, we want you to have the utmost confidence that you will receive a healthy puppy, so we offer a generous Health Guarantee. We take every precaution to ensure your puppy's health from birth to the day he or she goes home with you. Our breeding dogs are chosen for their temperament, intelligence, beauty, and genetic health. We use extensive genetic and health testing in our program, ensuring to the best of our ability that our puppies grow into healthy adult dogs, remaining free of inherited diseases that would impair their ability to function as a pet. It is because we only start with the healthiest, best stock and take the utmost care with our puppies that we are able to offer this generous Health Guarantee to ensure your pet will not have any foreseeable health problems.

Conditions of Sale

The following agreement is between (SELLER) Sunset Cove Goldendoodles and (BUYER) It is agreed between the Seller and the Buyer as follows:

1) Description of Dog

The dog sold pursuant to the terms of this agreement is as follows:

Sex: _____

Whelped: _____

Color: _____

Collar Color: _____

Microchip #: _____

Sire and Dam: _____

2) Seller's Representation

The following conditions apply to the aforementioned dog:

_____ *Buyer's Initials*

For our short-term warranty, Seller guarantees the puppy is in good health at the time the Buyer takes possession of the puppy, that it is up-to-date on core age-appropriate immunizations, as recommended by the American Veterinary Medical Association, and has been dewormed. The Buyer has THREE (3) business days from the date on which the Buyer takes possession of the puppy, or other such date as mutually agreed upon by the Buyer and the Seller, to have the puppy examined by a qualified veterinarian of the Buyer's choosing, provided such veterinarian has an active license to practice veterinary medicine, and to personally inspect the puppy. If the puppy is found to be in poor health as determined by such veterinarian, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, within 48 hours of the diagnosis for a full refund, minus the shipping costs, or keeping the puppy and the Seller will reimburse for veterinary costs up to 50% of the purchase price related to treatment of a proven preexisting condition. (This does not include other expenses incurred by the Buyer). Any request to return the dog to the Seller for a full refund must be made within this time period and may only be requested should the puppy be found to have a health issue of such serious nature that the quality of life of the puppy will be shortened or seriously altered. The request to return the puppy must be accompanied with a written statement from a veterinarian describing the diagnosis. If the puppy is not taken to a licensed veterinarian within the three business days, or other such date as mutually agreed upon by the Buyer and the Seller, the Health Warranty is voided.

_____ *Buyer's Initials*

Our puppies come with a long-term warranty that covers hips and eyes up to 24 months of age and covers debilitating or life-altering congenital or genetic defects, including hip dysplasia (HD). This warranty will be terminated should dog be allowed to become overweight, as determined by a qualified veterinarian with an active license to practice veterinary medicine, resulting in overstressed joints at any point during the warranty period. Veterinary medical records will be required showing the weight of dog and veterinarian's assessment of the weight. Should dog be found to have HD within the first two years, the Buyer must provide the Seller proof in the form of documentation, supplying any requested veterinary records to the Seller or the Seller's Vet. Hip X-rays must be sent to the Orthopedic Foundation for Animals for review and grading at the Buyer's expense before reimbursement will take place, and only moderate to severe cases, as determined by the Orthopedic Foundation for Animals, will be covered. Related medical reimbursement is covered up to 50% of the puppy's purchase price. In the event the puppy exhibits symptoms of a suspected debilitating genetic or congenital defect, the reimbursement for medical costs will only be made when a second opinion from a qualified veterinarian as well as proof of expenses from the medical procedure(s)

is obtained, each such opinion to be provided to the Seller in the form of documentation. Both veterinarians must be in agreement that the problem is congenital or genetic. If both veterinarians cannot come to agreement that the problem is congenital or genetic, the Buyer and Seller shall mutually agree upon a third qualified veterinarian, who will review relevant medical documentation and/or conduct an inspection of the puppy and render a determination. The determination of such third veterinarian shall be final and binding.

If your puppy is diagnosed with any of the following genetic diseases you will be given a full refund and the opportunity to return your pup:

- Dystrophic Epidermolysis Bullosa (*Aliases: Recessive dystrophic epidermolysis bullosa, DEB, EB, RDEB*)
- GM2 Gangliosidosis--Poodle Type (*Aliases: Sandhoff disease, Type 0 gangliosidosis*)
- Muscular Dystrophy--Golden Retriever Type (*Aliases: Duchenne-type muscular dystrophy, Dystrophin muscular dystrophy, DMD, GRMD*)
- Osteochondrodysplasia (*Aliases: Skeletal dwarfism, OCD*)
- Osteogenesis Imperfecta--Golden Retriever Type (*Aliases: Brittle bone disease, OI*)
- Sensory Ataxic Neuropathy (*Aliases: SAN*)
- Degenerative Myelopathy (*Aliases: Canine degenerative myelopathy, DM*)
- Ichthyosis--Golden Retriever Type
- Neonatal Encephalopathy with Seizures (*Aliases: NEWS*)
- Progressive Retinal Atrophy, Golden Retriever 1 (*Aliases: GR-PRA1, GR1-PRA*)
- Progressive Retinal Atrophy, Golden Retriever 2 (*Aliases: GR-PRA2, GR2-PRA*)
- Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration (*Aliases: PRA-PRCD, PRCD*)
- Von Willebrand Disease I (*Aliases: Pseudohemophilia, Vascular hemophilia, von Willebrand disease*)

If ever diagnosed with any of these genetic diseases and you desire to keep your pup, Sunset Cove Goldendoodles will reimburse up to the purchase price for treatment. Any additional treatment will be the Buyer's responsibility financially. These tests are all relative to the Golden Retriever and the Poodle. In the rare case of death due to a congenital issue of a puppy up to 24 months of age, the Buyer will have the option of a replacement puppy free of charge from the next available litter. An autopsy must be performed at the Buyer's expense by a veterinary teaching hospital or state-licensed DVM acceptable to the Seller's own veterinarian showing reason for death was congenital defect. A written statement from such veterinary teaching hospital or state-licensed DVM must be provided. This warranty is void in the event of an indeterminate or inconclusive diagnosis. This warranty does not include viral illnesses, infections, improper bites, hernias, recessed vulva, undescended testicles, dehydration, hypoglycemia, Giardia or Coccidiosis or other parasites, or reactions to vaccines or reactions to any sutures, including spay or neuter sutures. While it is generally accepted that most dogs carry some sort of parasite, every effort has been made to ensure that the puppy is free of parasites at the time of sale.

Buyer's Initials

We do strive to produce a certain look, but we do not guarantee adult size, color, appearance, hypoallergenic quality, or non-shedding quality. We make every effort to know, based on past experiences and our knowledge of genetics, what our puppies will grow up to be, but nature sometimes surprises us, and we cannot be responsible for those surprises. Nor can we guarantee temperament.

Buyer's Initials

The breeder has taken all reasonable care to ensure that all pups produced are as healthy as possible. Cancers, foreign body ingestion, behavioral issues, accidents, ear infections, and UTI's are considered normal costs and risks of pet ownership. The Buyer is advised to discuss risk reduction strategies with their veterinarian and to acquire private pet insurance for such. The Seller offers no warranty or guarantee of any kind for non-genetic issues not specifically listed.

Buyer's Initials

Minor health ailments including, but not limited to, fleas, worms, or stress-induced diarrhea due to the puppy's transition from the Seller's home are not reason for the puppy to be returned to the Seller. A puppy's bite is also not covered, as it changes over time. Upon execution of this contract, all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer, except as otherwise provided herein.

As a service to our families, Sunset Cove Goldendoodles provides 30 days of free Trupanion coverage that must be activated by the Buyer. It is the Buyer's responsibility to enroll their puppy in Trupanion 24 hours prior to possession of their puppy to enact the coverage. We require you to activate this insurance prior to puppy leaving seller's premises.

Buyer's Initials

The Buyer agrees to contact the Seller should it ever become necessary to re-home the dog (for purposes of this agreement, "re-home" shall not include any temporary boarding arrangement). The Seller will re-home the dog or give approval to a new home of a qualified family as determined by the Seller, with such approval not to be unreasonably withheld. Transportation will be the Buyer's expense. Unless required to do so by appropriate governmental authorities, the Buyer agrees never to turn the dog over to an animal shelter, humane society, rescue organization, puppy mill, or research laboratory. Warranties apply only to the original purchaser. Transfer of dog ownership shall void all such provisions of this agreement.

3) Maintenance

_____ Buyer's Initials

The Buyer agrees to spay or neuter their puppy by twelve months unless he/she is enrolled in our guardianship program or has purchased breeding rights. Proof of spay/neuter must be supplied to Sunset Cove Goldendoodles within 30 days of procedure.

Failure to spay or neuter this dog and send vet's documentation as described herein will require the Buyer to pay the Seller five times the purchase price of puppy. Proof of spay/neuter by or at twelve months of age must accompany any request for warranty reimbursement. This puppy is being sold as a family pet and does not convey breeding rights. If this puppy is bred or used to breed, the Buyer agrees to pay the Seller ten times the purchase price of this puppy for every litter produced.

_____ Buyer's Initials

The Buyer agrees to maintain this dog in good health, provide routine preventative health care including, but not limited to, inoculations and internal and external parasite treatments for fleas, tick & heart worms and dental.

Veterinary records must be provided to breeder if requesting refund or replacement. If any of the above preventative care has not been provided, health warranty will be void.

While we no longer make a ban on flea and tick medications containing Isooxazolines and Fluralaner, we strongly recommend that you do your own research via FDA and EPA guidelines and speak with your vet to make an informed decision before proceeding. We recommend Advantage Multi and Revolution Topical, which covers fleas/ticks & heartworms which your local veterinarian can provide a prescription for. Another option is the Seresto Flea and Tick Collar (over the counter) used in combination with prescription Tri-Heart for heartworms.

It is also agreed that you will maintain the dog at a healthy weight and feed a high-quality dog food. Buyer agrees to postpone strenuous, repetitive exercise, such as agility training, running miles a day, or daily going up and down a long staircase, until a minimum of one year of age. Buyer agrees to provide basic obedience training within the first year of ownership.

4) Consideration

The dog identified in Section 1 is being sold for the sum of \$3,900.00 (plus 8% tax if puppy will reside in SC **N/A**). minus deposit, and reservations fees, and extra down-payments, for a total of \$3,900.00 payable in full at the execution of this contract. Transportation costs are handled with a third party and charged separately. Unless prior agreement is made, final payment may not be in the form of a personal check. If paying balance by cash, it must be paid at the time of puppy pick-up. **If paying by Zelle, the final payment must be paid by 5 days before you pick up your puppy to make sure the transactions are complete.** In the event that said funds are not readily collectable by the Seller, for example, a refusal by a bank to honor a check tendered by the Buyer for the dog, or ZELLE transfer has not cleared by the date of purchase, the parties agree that the Seller has the right to recover from the Buyer all reasonable attorney's fees and court costs incurred in connection with obtaining full payment.

_____ *Buyer's Initials*

Under no circumstances shall the Seller be liable to the Buyer, or to any third party, for a puppy that has been subjected to abuse, accident, negligence, or misuse. Also, under no circumstances shall the Seller be liable for any consequential or incidental or special damages that result from, or are in any manner related to, the dog.

_____ *Buyer's Initials*

5) Permanent Residence

The buyer agrees that said dog will reside permanently at the address listed in the Full and Final Agreement below.

6) Full and Final Agreement

Both parties agree this writing represents the entire agreement between them and that no other representations, either oral or written have been made regarding the Dog described above. The parties further agree that no changes in this contract shall be binding upon either of them without written modifications agreed upon by both parties. The parties agree that this agreement shall be subject to interpretation under the laws of the State of South Carolina, that jurisdiction for the resolution of any dispute pertaining to this agreement shall lie in the State of South Carolina and that venue shall lie for such resolution in the Circuit Court of Richland County, South Carolina. As part

consideration for this agreement, owner hereby expressly submits to the jurisdiction of the State of South Carolina and agrees to venue in Richland County, South Carolina as the situs for the resolution of any disputes pertaining to this agreement. Owner agrees that he/she understands this Agreement fully, and that he/she has been afforded the opportunity to consult with legal counsel prior to its execution. If any part of this agreement is deemed unenforceable by law, the remainder of this Agreement shall remain in full force and effect to the extent that it may be so interpreted consistent with its purpose and intent. Should any disputes arise between the parties regarding the terms of this Agreement, each party agrees to mediate their claims in good faith before a neutral third party prior to filing any legal action(s).

Contract Signatures

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

BUYER'S ADDRESS

BUYER'S PHONE NUMBER