

# Guarantee and pet adoption contract

This contract is between Sherry Garnes- Asheville Doodles (Seller)  
and \_\_\_\_\_ (Buyer)

Entered on this date: \_\_\_\_\_

Puppy Identifier: \_\_\_\_\_

Date of Whelp: \_\_\_\_\_ sex: \_\_\_\_\_ color: \_\_\_\_\_

Sire name: \_\_\_\_\_

Dam name: \_\_\_\_\_

**A non-refundable deposit of \$500.00 is required for a male or female dog sold under this contract and is applied to total price. The dog is sold as a pet only and cannot be bred under this contract. Seller's Responsibility:**

1. The Seller guarantees the puppy is in good health, is up-to-date on immunizations appropriate for the puppy's age and has had appropriate worming's at the time the Buyer takes possession. The Buyer has **three (3) business days** to take the puppy to a veterinarian for an examination. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at Buyer's expense for a full refund, or keeping the puppy. The Seller will reimburse for all veterinary costs, up to the purchase price, related to treatment of said pre-existing condition. If the puppy is not taken to a licensed veterinarian within the three business days, the Healthy Warranty is void.
2. The Seller provides this warranty for two years after the date of sale against any debilitating congenital defects. In the event the puppy exhibits symptoms of a suspected debilitating congenital defect, the Buyer must supply any requested veterinary records to the Seller.
3. This warranty does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, worms, Giardia or Coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.

4. If it is determined the puppy does have a genetic disorder that is identified within two years of purchase, the Buyer has the option of (1) either a replacement puppy from the next available litter of equal value Or (2) reimbursement (up to the purchase price of the original puppy) of veterinary expenses related to that illness. Your puppy need not be returned to us. Shipping fees will not be refunded, and if it becomes necessary to ship a replacement puppy, those fees are to be paid by the Buyer.

5. If the puppy should die from a suspected congenital defect within the 24 months of its date of purchase, an autopsy must be performed at the purchaser's expense by a veterinary teaching hospital or state licenses DVM acceptable to the Seller's own veterinarian. If the autopsy shows a congenital defect as the reason or the death, the Seller will provide another puppy of equal value to the purchaser. A written statement from the veterinarian must be provided. This warranty is void in the event of an indeterminable or inconclusive diagnosis.

6. The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy. However, as these are living beings, this judgment does not guarantee the eventual adult coat nor is there a guarantee of the eventual allergy-friendliness, degree of shedding or color of the coat at maturity.

7. No warranties or guarantees, expressed or implied, are made under its contract except as stated.

8. This warranty is non-transferable.

### **Buyer's Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of \$\_\_\_\_\_. This fee does not include shipping, if shipping is required.

2. The Buyer agrees that their dog will be housed indoors.

3. The Buyer agrees to feed their dog only a premium quality food.

4. The Buyer agrees to maintain their dog at a healthy weight.

5. The Buyer agrees to make and keep annual veterinary appointments for their dog and keep all immunizations current according to the guidelines of the AVMA and properly administer heartworm preventative.

6. The Buyer agrees to provide basic obedience training with their puppy within the first year of owning their dog.

7. The Buyer should use reasonable judgment with their new puppy. Puppies should not be brought to a public place (i.e. pet store or park) until they have completed their full cycle of vaccinations due to risk of contagious illness. This warranty is void if this condition is not met.

8. The Buyer agrees to postpone strenuous, repetitive exercise until after the puppy is over 1 year of age.

**9. Spay & Neuter: This puppy is sold as a companion pet only, NOT for BREEDING purposes. Breeder requires the puppy to be spayed or neutered by 9-12 months of age, at new owner's expense. When Owner provides proof of the spay/neuter, Breeder will provide registration papers. The proof must be from a certified Veterinary Hospital, on paper, showing the pet's description, breed & Micro Chip number. If proof is not received, Breeder's 2 year warranty against genetic disorders will be null. Failure to honor the spayed/neutered conditions of this contract can result in the Breeder reclaiming the dog without compensation to the buyer and/or a \$7,500.00 Breeding Dog Fee will be charged. This amount is based on the average Breeding dog fee of 10,000.00 minus the puppy priced already paid of 2800.00. If necessary, legal action will be taken to collect damages and Buyer will be responsible for all legal fees.**

**THE BUYER AGREES TO SPAY OR NEUTER THEIR PUPPY BY 9 MONTHS OF AGE for girls, 9-12 mos. of age for males and provide documentation of proof of spay/neuter to seller .**

Initial Below:

10. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their dog for any reason. The Buyer and Seller will determine how the dog will be re-homed.

11. The Buyer agrees to never place their dog in a shelter, pound or similar facilities or research laboratory. Should any part of the Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion will not invalidate the remaining portions and they shall remain in full force and effect.

The parties agree that all actions or proceedings that may arise in connection with this Agreement shall be handled exclusively in the County of Iredell in the State of North Carolina.

The failure of Breeder to require performance of any provision shall not affect the right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of a later breach nor shall it be considered a waiver of the provision itself.

**I have read and agree to the terms and conditions above. Both parties agree that this writing represents the entire agreement between them and that no other representations either oral or written have been made regarding the puppy described above. The parties agree that no changes in the contract shall be binding upon either of them without written modifications signed by both parties.**

### **Buyer Information:**

Buyer Name: \_\_\_\_\_

Buyer Phone Numbers: (home) \_\_\_\_\_ (cell)

\_\_\_\_\_

Buyer home Address:

\_\_\_\_\_

Buyer e-mail address: \_\_\_\_\_

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

**Seller Information:**

**Asheville Doodles**

**Signature: 500 Reeves Cove Rd., Candler, NC  
28715**

**[www.ashevilledoodles.com](http://www.ashevilledoodles.com)**

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