

# CELESTIAL DOODLES

## Puppy Sales Contract

Seller/Breeder Name: Eldon Kartchner & Joshua Atchison

Address: 10634 Ouray Ct. Commerce City, CO 80022

Phone: (720) 232-4266 or (303) 909-5246

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Sale/Date of Deposit: \_\_\_\_\_

Date of Delivery/Balance Paid: \_\_\_\_\_

Terms: Outright Purchase (No co-ownership with seller)

Price: \$1200

Deposit: \$500 (min)

Prior to receipt of deposit monies, the seller shall communicate by photo, phone, or video to help the purchaser identify which puppy from the current litter shall be earmarked for their purchase. The selected puppy will remain the intended puppy referred to in this contract, for purchase by the seller after the puppy is at least 8 weeks old.

Deposit and remaining balance may be paid by any combination of the following methods: Cash, Zelle (monies must clear before the contract is considered fully in force), or debit/credit card. (Note: A service charge will be included for each separate transaction using a debit/credit card, of 2.6% if made in person, or 3.5% if made remotely.)

\$200 of the deposit, is non-refundable in case of unfulfilled purchase for ANY reason on the part of the purchaser. The remaining \$300 (and any additional amount pre-paid with the required deposit amount) is refundable to the purchaser, for any reason, a minimum of one week prior to the intended first available delivery date of Oct 30, 2023. A partial refund given, will void the purchase contract in full, without exception. A complete \$500 deposit refund will be given in the case puppy for purchase is deemed unhealthy by

Veterinary judgement (Vet chosen by seller), or intended puppy passes away before date of delivery. No compensation above the full refund of deposit monies will be given in this case. No deposit refund will be given for cancellation of purchase after Oct 23<sup>rd</sup> for any reason, and seller/breeder will find a new home for the intended puppy at their own discretion.

The puppy identified for this sales contract, shall be noted with visually identifying descriptors below. Assuming veterinary approval, the final purchase monies must be provided at the time of full delivery of the puppy, which shall be no sooner than Oct 30<sup>th</sup>, and no later than Nov 13<sup>th</sup>. If full purchase balance is not paid, and/or puppy is not obtained by Nov 13<sup>th</sup>, 2023, (excluding prior arrangement made), the full deposit money shall be forfeit, and the sales contract made void. The intended puppy will be made available for purchase by another party at that time.

“Delivery”, as used here, means the physical presentation of the contracted puppy to the purchaser, or verified representative. No puppy shall be shipped, or brought to the purchaser; delivery must occur in person at the home address of the seller. All documentation for vaccinations and health shall be provided in paper copy with the puppy upon said deliverance.

Deposit amount paid (\$500 min): \_\_\_\_\_ Date: \_\_\_\_\_

Balance paid: \_\_\_\_\_ Date: \_\_\_\_\_ (Balance due on delivery)

### Description of the puppy or dog

Breed: Goldendoodle – Classification F2B (Multigen)

Gender of selected puppy: (  ) Male (  ) Female

DOB: Sept 4, 2023 (Puppies must be 8 weeks or older before delivery)

Color/Identifying Descriptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sire: Wink (from Zippity Doodles)

Dam: Thea

Breed Mix: Goldendoodle

Breed Mix: Goldendoodle

Classification: Multigen

Classification: F1

## **Seller/Breeder Agreements & Health Guarantees**

1. This puppy is identified as a Goldendoodle. At the time of purchase, it is of typical temperament and structure and embodies the basic standards of an F2B. No AKC registration is provided or possible for the puppy.
2. Purchases/Deposits may be completed by cash (with receipt provided by seller/breeder) or electronic payment in the forms noted above.
3. The seller/breeder guarantees that the puppy will be examined by a veterinarian and issued a certificate of good health before delivery, to include immunizations enumerated in the health record provided with them. Additionally, the seller/breeder guarantees the puppy to be free of disabling genetic diseases as prescribed in this contract and stated in the guarantee below.
4. The seller/breeder in no way guarantees the personality development of the puppy.
5. The puppy will require grooming and special care given to fur and care for the ears. The seller/breeder agrees to provide advice and information on grooming to the best of their ability.
6. Initial Health Guarantee:
  - a. Your puppy is guaranteed to be in good health at the time of delivery. The seller/breeder provides the following 72-hour guarantee during which time the buyer is encouraged to have the puppy checked by a licensed veterinarian (at the buyer's expense):
    - i. If the veterinarian finds any preexisting serious or life-threatening problem the buyer may return the dog to the breeder within 48 hours of the exam for either a full refund of the original purchase price (refund does not include expenses incurred by the buyer)
    - ii. Should the puppy be found to have a minor preexisting condition by a licensed vet during the 72-hour period, the buyer will contact the breeder immediately. The breeder will be responsible for the costs of medications only, up to the amount of \$100. The buyer shall provide documentation of the condition of the dog from the examining vet. The breeder will not provide reimbursement for expenses incurred without breeder's prior approval and vet documentation. The vet exam expense is the responsibility of the buyer.
    - iii. The breeder is not responsible to cover the cost of treatment for giardia, coccidia, fleas, ticks, or other health conditions that the puppy could acquire during the 72-hour period after it leaves the breeder. Once the puppy has cleared the initial vet exam OR the 72-hour time frame passes it is understood that the breeder has provided a healthy puppy. No

exchanges or reimbursement regarding the Initial Health Guarantee will be made after the initial 72-hour period ends.

- iv. This 72-hour guarantee does not cover "change of mind" circumstances. Seller/breeder will not be held responsible for the illness or death of any puppy which is found injured due to neglect, malnourishment, dehydration, accident-related issues, abuse, or any other issues that could have been prevented and treated by the puppy's owner.

7. Genetic Health Guarantee:

- a. The breeder warranties the puppy to be free of disabling inheritable genetic defects seriously affecting the quality of life of the dog diagnosed on or before 24 months of age, including:
  - i. Hip dysplasia on or before 24 months of age as diagnosed by either OFA, PennHip, or Evet (a veterinarian cannot make the diagnosis). *NOTE: The potential for HD does not constitute a disabling defect. PennHip evaluations estimate the chance of a dog having any degree of HD in their lifetime, therefore PennHip results must show evidence of OA/HD.*
  - ii. Progressive Retinal Atrophy (PRA) or other hereditary eye disease seriously affecting the quality of life on or before 24 months of age as diagnosed by a veterinarian certified by ACVO.
  - iii. Von Willebrand's or other inherited disease expressed in the dog which seriously affects quality of life, on or before 24 months of age as diagnosed by an OFA approved DNA lab.
- b. Should the puppy be found, prior to 24 months of age, to have a disabling inherited genetic defect requiring treatment the seller/breeder will reimburse the buyer for Vet prescribed treatment expenses in the amount of up to 50% of the original purchase price of the puppy. *NOTE: Buyer must contact Breeder for consultation PRIOR to treatments or surgery for disabling genetic defects to keep this guarantee in effect, in order that all possible treatment options can be reviewed. If the dog is euthanized or in any way disposed of, without a second opinion from the Breeder's Veterinarian the Buyer waives all rights to a to any financial payment as compensation. The above Genetic Health guarantee requires that the buyer's licensed vet must provide medical proof of any claim to the Breeder (and, if requested, to Breeder's Veterinarian), accompanied by corroborating documentation (x-rays/blood tests, etc.) from an approved source (as stated above) documenting that a disabling genetic defect exists. Additionally, the documentation shall include a statement by the Vet that unequivocally states that the defect is a hereditary defect that could not have been caused by environmental factors. This documentation will be provided at purchaser's cost. The buyer will provide proof of veterinary expenses and a copy of the paid invoice before reimbursement is provided. All testing and examinations are the responsibility of the buyer.*

8. Breeder reserves the right to refuse or cancel sale of pup to anyone, at any time, for any reason, with refund of monies paid only being provided as noted in this contract.

No other warranties or guarantees, expressed or implied, are made under this contract except as stated above.

Signed by the breeder/seller: \_\_\_\_\_

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

## **Buyer Agreements**

1. The buyer agrees that it is presently their full intent to keep and properly care for the puppy, as a forever home to the puppy, for the duration of its lifespan. The buyer agrees he/she/they have no intent to sell or rehome the puppy in its lifetime. If a rehoming of the dog becomes necessary, buyer agrees – before any other actions in this matter are taken - to first contact seller/breeder, who will re-acquisition the dog and/or provide assistance in re-homing. No compensation will be provided to the buyer in this case.
2. Dog must be kept current on all vaccinations, heartworm medication, worming, flea & tick preventative, and other preventative maintenance as recommended by common veterinary practice (local to the dog's home area) for this puppy to remain under warranty. Veterinary health records demonstrating the above, in addition to proof of diagnosis, treatment, and payment must be provided if Guarantee is to be enforced.
3. Buyer agrees to maintain the puppy at a proper, healthy weight using high quality dog food and/or supplements appropriate for the size and age of the puppy. Buyer agrees to limit the use of stairs and agrees not to over exercise the puppy during the first year. These provisions are so as to prevent bone growth defects and are based on current research.
4. Buyer agrees not to take the puppy to public places unless reasonable precautions are used to prevent exposure to contagious disease, and not to socialize the puppy with unvaccinated dogs until a minimum of 10 days from the date of the final set of puppy shots; doing so will void all guarantees. *Note: Even though your puppy has had some of its vaccinations and been dewormed, not all pet owners vaccinate their animals which puts your puppy at risk for exposure in public spaces. If you do need to take your puppy into a public area such as the veterinary clinic, please carry your puppy in your arms or in a pet carrier for prevention. DO NOT PUT PUPPY ON THE GROUND. The guarantee becomes void if an illness should occur due to the above conditions not being met.*
5. After delivery of the puppy, all testing, transportation, and veterinary costs are at the buyer's expense. Should the puppy/dog become ill or unsound, any and all costs of treatment (excluding exceptions noted in Seller/Breeder Agreements above) will be the responsibility of the buyer.
6. Buyer understands dog is not guaranteed to be hypoallergenic or low shedding; and that no guarantee is made regarding size, color, or coat. Buyer understands minor imperfections such as malocclusion (bites), undescended testicles, umbilical hernias, and other cosmetic issues are not covered in this guarantee.
7. The Health Guarantee is non-transferable. In the case the dog has been sold or given away, the Health Guarantee becomes void.

8. Excepting breach of contract, the buyer agrees not to sue the seller and to pay any and all court or attorney fees incurred by the seller should any suit be brought against the seller regarding this puppy/dog by any person. The buyer signifies acceptance of this condition by initialing here: \_\_\_\_\_ on (date) \_\_\_\_\_.
9. This puppy is sold as a pet/companion only. The breeding of our dogs without breeding rights under a separate contract is prohibited. Buyer must spay or neuter the dog by 7 months of age and provide verification to keep this guarantee in force. Failure to do so will render the guarantee null and void, and may result in repossession of the dog. Buyer will be responsible for all expenses incurred in repossessing the dog including legal fees and up to \$10,000 in fines for breeding a Goldendoodle from the lineage of Celestial Doodles (and Zippity Doodles, in this instance), without prior written consent.

I have read the above conditions, I understand them, and agree to abide by them as indicated by my signature below.

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

Print Name: \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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