



Dog Health Warranty, Purchase Agreement, and Spay/Neuter Contract

Jesselyn Manchac
Comanche TX, 76442 - **(512) 630-1949**
Email: centraltexasdoodles@gmail.com

AGREEMENT:

This agreement is made between the Breeder/Seller: Jesselyn Manchac from Central Texas Doodles, LLC. & The Buyer:

Buyer : _____ Email: _____

Date: _____ Phone: _____

Address: _____

Pertaining to ("puppy"):

Breed:
Date of Birth:
Sire Name:
Dam Name:
State of Health: Healthy! (See Veterinary Bill of Health)

Trupanion Pet Insurance:

At the time of possession Buyer is provided with a certificate for a free 30-day trial of Pet Insurance with Trupanion. If Buyer fails to activate the 30-day free trial within 24 hours of pick up, all warranties and guarantees contained in this agreement are void. Continued service with Trupanion beyond the 30-day trial is not required, however, it is encouraged. Seller is not an affiliate or agent of Trupanion, but requires the 30-day free trial insurance for Buyer to enforce any warranty or guarantee contained in this agreement.

Buyer Initials: _____

Seller's Responsibility:

1. The Seller guarantees, to the best of Seller's knowledge, that the puppy is in good health (minus potential intestinal parasites) and has received the following:
 - A. Age-appropriate immunizations
 - B. Subcutaneous microchip
 - C. Deworming
 - D. Health certificate (available at the time the Buyer takes possession)
2. The Seller provides warranty against debilitating congenital defects for a period of two (2) years after the date of sale.
 - A. Seller represents that steps have been taken with the sire / dam selection and breeding to prevent hereditary issues, to the best of the ability of Seller.
 - B. Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.
 - C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
 - i. Buyer must supply any requested veterinary records related to the dog's condition to the Seller within seven days of diagnosis.
 - ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense.
 - iii. If necropsy is performed and resulted in undetermined or inconclusive diagnosis, warranty is void, and all costs of same shall be the responsibility of Buyer..
 - D. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.
 - i. Original puppy need not to be returned, provided there is proper documentation of congenital issue.
 - ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 12 months.
 - iii. Color or gender is not guaranteed.
 - iv. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are will be paid by Seller.
 - E. If the puppy is euthanized or in any way disposed of, without a second opinion from the Seller's veterinarian, the Buyer waives all rights to a replacement puppy or all other remedies available under this agreement.
 - F. This warranty does **not** include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer, hip dysplasia or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, or physical injury.
 - G. No warranties or guarantees, expressed or implied, are made under this contract except as specifically provided in this agreement.
 - H. This warranty provided in this agreement is non-transferable and is applies only to Buyer.
 - I. **SELLER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PUPPY, AND BUYER AGREES TO ACCEPT THE PUPPY WITHOUT SUCH WARRANTIES.**

3. Seller shall not be responsible for any fees, costs, or damages (unless specifically provided herein) in any way related to the puppy, including but not limited to those related to veterinarian care, boarding, training, or other related expense, and all such fees, costs, or damages shall be solely the responsibility of Buyer. .

Buyer Initials: _____

Buyer's Responsibility:

1. The Buyer agrees to pay the Seller a total sum of \$ _____ plus TX sales tax. This fee does not include shipping. If shipping is required, the Buyer agrees to pay for it, which includes a travel crate and a health certificate.
2. 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 at all times after the puppy leaves the possession of Seller and has been delivered to a third party shipping company.
3. The Buyer agrees to have the puppy examined by a licensed veterinarian within **(3) business days** of taking possession.
 - A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund. Buyer must notify Seller of a diagnosis within three (3) business days after the date of examination.
 - B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect of illness which must be provided to Seller at least five (5) business days after Buyer notifies Seller of such diagnosis and desire for refund.
 - C. If the puppy is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.
 - D. The puppy must be kept in a kennel or held in the waiting room of a veterinary office, away from other animals, and the exam room of such veterinarian must be properly disinfected before the examination. .
 - E. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. Seller recommends bringing a clean towel or blanket to place the puppy on while on the examination table and at the veterinarian clinic to ensure the safety of the puppy.
4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present at the time Buyer takes possession of the puppy, or the puppy is shipped to Buyer.
 - A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
 - B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
 - C. Most parasites can be contagious, and it is possible that other dogs in the house can get them.
 - D. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.
8. The Buyer agrees to provide the best possible care for their puppy for the duration of his or

her life. This includes but is not limited to:

- A. Housing the puppy indoors
- B. Feeding only a premium quality, complete food intended for the type of puppy purchased.
- C. Maintaining their puppy at a healthy weight
- D. Having their puppy seen by a licensed veterinarian for a wellness exam annually
- E. Taking their puppy to the licensed veterinarian if he or she gets sick or is injured
- F. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association
- G. Administering heartworm preventative medication
- H. Registration of microchip

9. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog. Seller does not provide any representations or warranties regarding the obedience or behavior of the puppy.

10. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as the puppy develops.

11. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason. If such occurs, the puppy is to be returned to the Seller, unless a different arrangement is made and approved by the Seller in writing, and no refund will be given to the Buyer. If the puppy is rehomed without written approval of the Seller, the Buyer shall owe Seller a liquidated sum of \$10,000.00, due on demand from Seller. The parties agree that in the event of Buyer's breach of this paragraph of the agreement, it will be difficult to establish and prove loss sustained by Seller, as well as it will be an inconvenience or even impossible in attempting to obtain an adequate remedy for Seller because the loss to the business reputation of Seller will not fully be known. Therefore, in respect to the kinds of such harm and/or inadequate remedy, the parties agree that such amount would be reasonable in light of such harm, difficulties, and inconvenience as liquidated damages to Seller.

12. The Buyer agrees to never place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.

13. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

14. IN THE EVENT OF A DEFAULT OR BREACH OF THIS AGREEMENT BY SELLER, BUYER'S DAMAGES ARE LIMITED TO THE PURCHASE PRICE PAID FOR THE PUPPY, EXCLUSIVE OF SHIPPING COSTS OR ANY OTHER FEES OR COSTS, AND BUYER SHALL NOT BE ENTITLED TO ANY OTHER REMEDIES OR DAMAGES, EVEN IF SAME WOULD BE AVAILABLE AT LAW. IT IS THE INTENT OF THE PARTIES THAT THE REMEDIES LISTED IN THIS AGREEMENT ARE THE SOLE REMEDIES AVAILABLE TO THE PARTIES AND NOT CUMULATIVE OF THOSE PROVIDED BY LAW.

Buyer Initials: _____

Spay and Neuter Contract:

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy at 12 months of age.
 - A. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches 13 months of age.
 - B. If the Seller does not receive this documentation within this time, all warranties will become null and void.
2. It is understood that at the time of sale that the puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion. It is being sold as a pet **without** breeding rights. Under no circumstances should a puppy be bred (male or female). If the breeder is made aware that a puppy has been bred accidentally or purposefully, Buyer shall pay to Seller the liquidated damages amount provided in Paragraph 11 above.

Buyer Initials: _____

Surrender Agreement:

1. It is understood that if the puppy needs to be returned to the Seller for any reason other than congenital defects, no refund will be given.

Buyer Initials: _____

General Provisions:

1. Notice. Any notice required by or permitted under this agreement must be in writing.
2. Entire Agreement. This agreement constitutes the entire, complete, and exclusive agreement between the Parties with respect to the subject matter hereof and contains all the agreements. There are no oral representations, warranties, agreements, or promises.
3. Binding Effect. All provisions contained in this agreement, including all rights, obligations, duties and limitations herein shall inure to the benefit of and shall be binding upon the Parties to this agreement, their successors and assigns.
4. Amendment. No amendments or modification of the terms and conditions of this agreement shall be valid unless in writing signed by both Parties.
5. Governing Law. This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be in Erath County, Texas.
6. No Third Party Beneficiaries. There are no third party beneficiaries of this agreement.
7. Severability. If any provision of this agreement shall be determined to be void, illegal or unenforceable by any court of competent jurisdiction, then such void, illegal or unenforceable provision shall be severed or modified to the extent necessary to make it valid, legal or enforceable, and the remainder of this agreement shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this agreement is capable of more than

one interpretation and that one interpretation would render such provision void, then this agreement shall be interpreted in such a way as to cause such provision to be valid.

8. Representations. The Parties to this agreement represent, warrant, and covenant to one another that each has the power to enter into this agreement, they have carefully read this agreement, they understand its terms, are authorized to take the actions contemplated herein, and have executed this agreement voluntarily after conferring with their respective attorneys.

9. Counterparts. If this agreement is executed in multiple counterparts, all counterparts taken together will constitute the agreement.

10. Time is of the Essence. Time is of the essence for all deadlines and requirements provided for herein. All such deadlines and time restraints must be strictly adhered to.

Buyer Initials: _____

By signing the contract, I agree to all of the previous terms of the contract and warranty.

Buyer : _____

Signature : _____ Date: _____

Breeder : _____

Signature: _____ Date: _____