## PET/COMPANION CONTRACT MITTEN DOODLES LLC Mittendoodles.com mittendoodles@gmail.com

Welcome to the Mitten Doodles family! This is a contract for a **pet/companion dog** known as:

Name: Date of Birth: Sire: Dam:

In consideration for the amount of: \_\_\_\_\_\_and **spay/neuter** of this dog by 12 months of age. A Companion Dog means that this dog shall have no hereditary problems that prevent the Dog from being a good companion dog within 24 months. This dog SHALL NOT ever be bred, and if this dog is ever bred, all resulting puppies SHALL immediately be transferred over to Mitten Doodles LLC at no cost to Mitten Doodles LLC, in addition to liquidated damages as listed at the end of this contract, per occurrence.

- **Dog shall be spayed/neutered by 12 months of age** unless parties agree to something else in writing.
- Proof of spray/neuter may be requested by Mitten Doodles. If requested by Seller and not provided by Buyer, Non-Compliance/Termination of Agreement will be pursued.

The Companion Home guarantees that they will provide a permanent and loving pet/companion home.

**First Right of Refusal.** Buyer agrees to notify Seller and give *written* **FIRST RIGHT OF REFUSAL** if the Buyer should decide to sell or give the Dog to someone else, or the Buyer cannot meet the terms of the contract. Seller is not obligated to take the Dog but has the option of taking him back or finding a suitable home for him. If Seller rehomes the Dog, all rehoming fees minus cost of food, training, and vet care will be reimbursed to Buyer.

Reservation Fees. All reservations fees are non-refundable.

**Health.** The Dog's health is guaranteed for 72 hours and a veterinary inspection is recommended within this time period, although our vet has also checked this Dog. This does not cover accidents, negligence, mistreatment, injury, regular veterinary examinations or shots. The Seller must be notified as soon as diagnosis is made, in ADVANCE of treatment if at all possible. If the Dog is sick or has parasites, the Breeder will cover only the expense (cost) of medication given to the Dog up to \$100. This Dog is, to the best of our knowledge, free from communicable diseases and has been vaccinated and wormed regularly.

If your puppy is found to be in poor health you may return the puppy, at buyer's expense, for a full refund along with a written statement from your vet listing debilitating congenital defect or debilitating illness. This health guarantee is null and void if puppy has not been taken to vet within 3 days.

- Seller provides a two year health guarantee against any debilitating congenital defects from the time of purchase, defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose as a pet/companion.
- Seller genetically tests breeding dogs for genetic diseases/conditions to avoid future issues. Seller provides a warranty against these conditions. Breed conditions tested for include; PRCD-PRA, vWd1, GR-PRA1, ICH, DM, GRPRA2, AND NEWS(Neonatal Encephalopathy with Seizures)

Initial \_\_\_\_\_ Date\_\_\_\_\_

- Health clearances/testing are risk reduction not elimination. These clearances are not a guarantee puppy will never have health issues. Buyer agrees to have thoroughly researched this mixed breed puppy "Goldendoodle" and any common health issues that they can possess.
- Seller screens breeding dogs for osteoarthritis of the hips prior to breeding. Hips are not guaranteed due to environmental factors, excess weight gain/rapid growth, and spaying/neutering too young, which are all out of Sellers' control.
- If a Dog is determined to have a debilitating congenital defect or hereditary condition within two years, Buyer has the option of a replacement puppy from the next available litter, if available, or a portion of puppy fee returned (50% within 12 months and 25% within 24 months). No medical cost will be refunded.
- The Seller reserves the right of a second opinion at Seller's expense. If puppy is euthanized without second opinion, guarantee is null and void, and Buyer waives rights to a replacement puppy or refund.
- Seller is not responsible for any out-of-pocket medical expenses that may have been incurred due to any illness, injury or defect.
- Health Guarantee is void if dog has been on an oral flea/tick regimen. Oral flea/tick regimen has significant side effects that may affect/alter the quality of life and health of puppy.
- Temperament is not guaranteed and we take great effort to provide a stable, secure, loving environment from birth, including daily, proper socialization.
- Adult size, coat type, non-shedding, and color are not guaranteed.

Non-compliance/Termination of Agreement

- 1. If the Companion Dog is bred, it must be reported to Mitten Doodles LLC within 24 hours. The Companion Family acknowledges that this harms Mitten Doodles LLC's business reputation and agrees to pay liquidated damages of Ten Thousand Dollars (\$10,000) and all puppies shall be property of Mitten Doodles LLC, without compensation to the Companion Family.
- 2. If either party is forced to take legal action to enforce any part of this contract, action shall be initiated in the County of Seller's residence, and any legal fees and court costs shall be the responsibility of the party found to be in default. Violation of any part of agreement shall minimally be \$1,500 per occurrence in liquidated damages unless otherwise specified within the contract.

I have read and understand the above agreement, as indicated by our signatures.

Signed by Companion Family:	_Date:
Printed Name(s):	
Full Address:	
Email Address(es):	
Phone Number(s):	
Owner/Seller Lauren Ortiz/Mitten Doodles LLC:	Date: