

MITTEN DOODLES LLC

Companion Dog Purchase Agreement & Health Guarantee

Welcome to the Mitten Doodles family! This Agreement is entered into on the date signed below between Mitten Doodles LLC (“Seller”) and the undersigned Buyer (“Companion Family”).

Dog Information

Name: _____

Date of Birth: _____

Sire: _____

Dam: _____

Purchase Price: \$ _____

1. Companion Dog Agreement

This Dog is sold strictly as a companion pet and shall never be bred. The Dog must be spayed or neutered by 12 months of age unless otherwise agreed to in writing. Proof may be requested at any time. Failure to comply constitutes breach of contract.

If the Dog is intentionally or accidentally bred, Buyer must notify Seller within 24 hours. Buyer agrees breeding causes financial and reputational harm. Buyer shall pay liquidated damages of \$10,000 per occurrence, and all resulting puppies shall immediately become the sole property of Mitten Doodles LLC without compensation.

Buyer agrees to provide a safe, loving, and permanent home. If Buyer cannot keep the Dog, Seller must be given first right of refusal. Seller is not obligated to take the Dog but may assist in rehoming. Any rehoming fees collected, minus reasonable care expenses, may be reimbursed to Buyer.

Reservation fees are non-refundable.

2. Initial Health (72 Hours)

The Dog is guaranteed to be in good health at time of transfer. Buyer must have the Dog examined by a licensed veterinarian within 72 hours. Failure to do so voids this portion of the guarantee.

If a serious illness or debilitating congenital defect is diagnosed within that time, Buyer may return the Dog (at Buyer’s expense) with written veterinary documentation for a full refund of the purchase price. Minor, treatable conditions including parasites are not grounds for return. Seller may reimburse up to \$100 for medication for minor illness diagnosed within 72 hours.

3. Two-Year Genetic & Congenital Health Guarantee

Seller provides a two-year guarantee against debilitating congenital or hereditary defects present since birth that are life-threatening or severely impact the Dog’s ability to function as a companion.

Seller performs genetic testing and health screening on breeding dogs to reduce risk, including testing for common breed-related conditions. Buyer understands that testing reduces risk but cannot eliminate it, and not all conditions are testable or predictable.

Hip dysplasia claims must be confirmed by OFA or PennHIP and proven to be severely life-altering. This guarantee is void if the condition is influenced by environmental factors including excess weight, injury, or early spay/neuter.

If a qualifying condition is confirmed within two years, Buyer may choose either a replacement puppy from the next available litter or a partial refund (50% within 12 months, 25% within 24 months). No veterinary expenses will be reimbursed. Seller reserves the right to obtain a second opinion at Seller's expense. Euthanasia without opportunity for second opinion voids the guarantee.

4. Breeder Responsibility & Risk Acknowledgment

Buyer understands that no breeder, regardless of experience or testing, can guarantee a puppy will never develop a health concern. Living animals are biologically complex and outcomes cannot be fully predicted.

Seller's commitment is to risk reduction, not risk elimination. Breeding dogs are selected based on health testing, temperament, structure, and pedigree evaluation. Dogs displaying health or temperament concerns are not bred and are removed from the program when appropriate.

Buyer acknowledges that after transfer, many factors affecting health are outside Seller's control, including diet, exercise, weight management, injury, vaccination decisions, medications, environmental exposure, and lifestyle choices. Buyer assumes full responsibility for all post-transfer care and environmental influences.

Except as specifically stated in this Agreement, no additional warranties are made, expressed or implied. Seller's total liability shall never exceed the original purchase price of the Dog.

5. Flea & Tick Medication Clause

Buyer acknowledges that oral flea and tick medications have been associated with adverse neurological and systemic effects in some dogs. Administration of oral systemic flea/tick preventatives voids the genetic health guarantee.

If Buyer chooses to use such medications, Buyer assumes full responsibility for any resulting health conditions. Seller shall not be liable for neurological, autoimmune, seizure-related, behavioral, or systemic issues arising after such use.

6. Temperament & Physical Traits

Temperament, adult size, coat type, color, and degree of shedding cannot be guaranteed. Seller makes every effort to provide early socialization and a stable foundation but cannot guarantee future development once environmental factors are introduced.

7. Social Media & Non-Disparagement

Buyer agrees to communicate any concerns directly to Seller and allow reasonable opportunity for resolution prior to posting public commentary.

Buyer agrees not to publish false, defamatory, or knowingly misleading statements about Seller or Mitten Doodles LLC. Honest experiences may be shared, but misrepresentation of this Agreement or Seller's program is prohibited.

This clause survives termination of this Agreement.

8. Dispute Resolution – Mandatory Binding Arbitration

Any dispute arising from this Agreement or the Dog shall be resolved exclusively through binding arbitration in the County of Seller's residence, under the laws of that State.

Both parties waive the right to jury trial or court litigation except to enforce an arbitration award. Each party shall bear its own attorney's fees unless otherwise determined by the arbitrator.

9. Liquidated Damages & Enforcement

Violation of this Agreement may result in liquidated damages of not less than \$1,500 per occurrence unless otherwise specified. If legal enforcement is required, the prevailing party may recover reasonable attorney's fees and costs as determined by the arbitrator.

10. Entire Agreement

This document constitutes the entire agreement between the parties. No verbal statements or prior agreements are binding. Any modification must be in writing and signed by both parties.

Signatures

Buyer Signature(s): _____ Date: _____

Printed Name(s): _____

Address: _____

Email: _____

Phone: _____

Seller: Lauren Ortiz, Mitten Doodles LLC _____ Date: _____