



## **Tall Timbers Labradoodles Purchase Agreement and Health Guarantee**

Buyer acknowledges by their signature that he/she has reviewed and agrees to the terms of this Purchase Agreement and Health Guarantee. Buyer and Seller acknowledge there are no other warranties or representations made with respect to this puppy other than as set forth herein.

1- Seller reserves the right to have first and second pick of the litter without prior notice. Buyer is aware the puppies will be allocated by the Seller based on the order in which all customer deposits and/or contracts are received. All reserved puppies will be allocated on the weekend closest to their eighth week of life, unless otherwise stated by Seller. Buyer has agreed to pay the remaining balance by the fourth week of life and will lose their priority in the litter if the payment is not received by this date. There will be a \$30.00 per day boarding fee for any puppy held by Seller at the request of Buyer past allocation day.

2- Buyer's puppy is being sold as a "Pet Only" and will be leaving Tall Timbers Labradoodles under a strict spay/neuter agreement with the understanding that the puppy will be spayed or neutered by the age of twelve (12) months. Cost of the spay or neuter will be the responsibility of the Buyer. Buyer must provide documentation of proof of spay to the Seller or forfeit ownership of the Puppy to Seller or, at Seller discretion, Seller may charge Buyer a \$13,000.00 fee ("Breeding Dog Fee") if Buyer insists on keeping the puppy intact. If necessary, legal action will be taken to collect the Breeding Dog Fee and Buyer will be responsible for all court costs and attorney fees. The proof of spay/neuter must be from a certified veterinary hospital showing the puppy's description, breed and microchip number. If proof is not received, Seller's warranty described herein shall become null and void.

3- Buyer will not sell, give, or release the puppy to a pet shop, retail store, dog dealer, animal testing facility, research facility or an agent for any such business or facility. If at any time the Buyer can no longer care for the Puppy, Buyer will inform the Seller and give the Seller the authority to re-home the puppy. Any prospective new home must be approved by Seller. Under no circumstances will Buyer surrender the puppy to an animal shelter or dog pound. If an appropriate home cannot be found, Buyer is required to return the puppy to Seller without refund of any fees paid.

4- Seller guarantees your puppy to be in good health on the day of delivery and will provide records of immunizations and parasite prevention. Buyer will have an appointment scheduled at your veterinarian's office for a well check prior to taking possession of the puppy in order that he/she can be seen within three (3) days of taking possession. Exam must include a check for intestinal parasites. Buyer must make Seller aware immediately of any problems found by their veterinarian at this exam.

5- Buyer has been made aware that stress brought on by environmental change can often bring on signs of illness. Usually temporary, these still need to be treated appropriately especially if there is diarrhea. A healthy immune system can be impacted by the stress of going to a new home and leaving litter mates. These temporary illnesses are not covered by this guarantee.

6- Buyer understands that this guarantee does not cover viral illnesses, infections, improper bites, hernias, innocent (physiologic) heart murmurs, hypoglycemia, parasites, giardia, or coccidiosis. It also does not include any physical injury or illness due to the ingestion of foreign objects, unsafe food or chemicals. Further, any condition that is minor, correctable with minimal treatment, or any condition that will go away as the puppy gets older, are not covered.

7- If it is determined the puppy has a genetic disorder or debilitating congenital defect within 24 months of date of birth, the Buyer has the option of a replacement puppy from the next available litter or reimbursement of veterinary expenses related to that illness up to the purchase price of the original puppy. With either option Buyer has the choice to keep or return the affected puppy. The Buyer is responsible for expenses related to the delivery of the replacement puppy and/or return of the original puppy.

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

9- During the first 24 months of life while this health guarantee is in effect, Buyer agrees to feed puppy only a premium quality dog food that is NOT a grain-free diet; maintain puppy at a healthy weight; provide veterinary care as recommended by your veterinarian; postpone strenuous, repetitive exercise until after the puppy is over 1 year of age; be careful about overexposure as puppies should not be brought to a heavy dog-traffic public place (i.e. pet store or dog park) until they have completed their full cycle of vaccinations due to risk of contagious illness.

Should any part of this 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. Purchaser understands and agrees that all remedies of this contract will be enforced in the County of Jefferson, State of Colorado. All guarantees are to the original buyer and are not transferable.

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**Final document for signing will be provided upon application approval by  
Tall Timbers Labradoodles.**