

## **Loving Hearts Goldendoodles Health Guarantee and Contract 2024**

This puppy (band color \_\_\_\_\_) is guaranteed to be in good health, to the best of the seller's knowledge, at the time of delivery.

The buyer is under contract for a Goldendoodle puppy. The puppy is being purchased for \$\_\_\_\_\_ with a \$500 (nonrefundable) reservation fee to hold a puppy. At the time of the receipt of this fee, you will be notified as to what number you are on the reservation list. The remainder of the balance is due when the puppies reach 6 weeks of age. The reservation fees may be made by Zelle or Cash and will be applied to the price of the puppy and the remaining balance due will reflect the payments made.

This puppy is to be paid for in full on or before the date the puppy is 8 weeks of age by Cash only. The reservation fees will only be refunded if a puppy is not available. Family may "pass" on their initial fee for another litter 2x total before they forfeit the fee and start the wait list process over again. The family is locked into the purchase price on the date the deposit is made.

The buyer understands that because Goldendoodles are a crossbreed and are not a "Standardized breed", the dog is not guaranteed to be hypoallergenic or non-shedding; and no guarantee is made regarding size, weight, or coat types when grown. Temperament testing will be done on the puppies at age 7 weeks and Seller has endeavored to make the best match possible between Puppy and Buyer. Families will be allowed to visit puppies at agreed-upon dates set by the breeder but will choose their puppy at the agreed-upon pick-up date.

### **Seven-Day Wellness Guarantee Period**

The seller has instructed the buyer to have the puppy checked by a licensed veterinarian within seven days of purchase. If the veterinarian finds anything that is life-threatening or substantially threatens the quality of life of the puppy, it will be exchanged for another puppy of equal value, if available, or a puppy from another litter will be given as soon as is available and within one year, provided a letter from the examining veterinarian is offered as evidence of the puppy's illness, and the puppy is returned within the guarantee period (or acceptable arrangements have been made with the seller). If a replacement puppy cannot be provided within one year, a full refund will be given. Common puppy ailments such as giardia, clostridia, coccidian, worms, mites, fleas, and ticks, are not covered in this guarantee. The puppy has been examined by 8 weeks of age by the seller's vet and all common puppy illnesses/issues have been addressed and preventative measures are taken.

As of the date of pick up, the puppy has received proper vaccinations and dewormings due to date. The puppy will NOT need any immunizations within the first 7-day vet visit. Any signs of depression, lethargy, lack of appetite or desire to drink water, diarrhea (particularly blood and/or mucous), or vomiting must be reported to the breeder and your vet immediately.

#### **Four-Month Puppy Protection Period**

Buyer understands that seller has instructed buyer not to take puppy to public places (Including, but not limited to, parks, neighbors, pet supply stores, puppy classes/training, etc.) frequented by other puppies or dogs until the puppy has received its final rounds of shots (to be determined by a licensed veterinarian, usually 16 weeks of age). This is for the health of the puppy and to avoid contact with areas where infected or un-vaccinated dogs may have been or may be present with such illnesses/bacteria/fungus causing parvovirus, giardia, clostridia, coccidian, etc. This is to protect the puppy and could save the puppy's life. Any illness contracted from the buyer's decision not to follow these guidelines will void this guarantee.

#### **24-Month Guarantee Period**

If the puppy is diagnosed with a genetic or congenital disorder that is life-threatening or greatly diminishes the dog's quality of life and that is identified within 24 months from the puppy's date of birth, the buyer will have the option of receiving:

- If available a replacement puppy from the next available litter of comparable gender/color/breed and generation or a puppy of similar acceptable color/breed and generation; or,
- Monetary reimbursement, up to the purchase price of the puppy/dog, for all veterinary expenses related to treatment (does not include reimbursement for food). Paid vet bills are to be provided to the buyer to the seller within thirty days of charges incurred. Said refund is to be paid no later than from the next subsequent litter bred by the seller, at the seller's discretion.

Request and submission of documentation shall be submitted to the seller by the buyer within 30 days of diagnosis. Proof of spay/neuter by 12 months old must accompany any request for warranty reimbursement.

#### What is Covered

Basic warranty: Seller guarantees your dog for 24 months from the date of birth for:

Genetically caused hip or elbow dysplasia provided the puppy has not been overweight, exposed to unhealthy environmental conditions, trauma, abuse, or had any physical injury or issues whose cause is unknown or may have an environmental link.

Eye Disorders. Any congenital or genetic defect of the eye causing progressive blindness in one or both eyes and/or requiring surgery or ongoing medication, as diagnosed by a Veterinary Ophthalmologist. Proof is to include copies of diagnosis and treatment documentation from a Board-Certified Veterinary Ophthalmologist.

Cardiac (heart) Any genetic or congenital heart disorder requiring surgery or a heart disorder requiring life-long medication diagnosed by a Board Certified Canine Cardiologist.

Von Willebrand Disease (vWD) (blood disease) (proof submission to include verification by using a DNA test for vWD)

A hereditary/congenital disorder that is life-threatening or greatly diminishes the dog's quality of life, diagnosis to be verified by a lab or expert with knowledge in the field, and proof submitted to Seller.

### What is not covered

This warranty does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, worms, giardia, or coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, plants, chemicals, or other items, physical injury or issues whose cause is unknown or may have an environmental link, or illnesses from unknown causes that are not preventable by genetic pre-screening including but not limited to cancerous growths. Not included in this guarantee are health problems arising from trauma, abuse, or failure to maintain general health care of this dog, including allowing the dog to become overweight. Also not included is injury to joints or bones from over-exercise. Since current veterinary science shows that dysplasia is more a product of nutrition and environment than genetics, dogs that are at any point overweight or that incur injury to bones or joints from over-exercise or exposure to improper or harsh environment are explicitly excluded from warranty of hip or elbow dysplasia. Veterinary records must be provided to the seller if requesting a refund or replacement. Under no circumstances shall the seller be liable to the buyer or to any third party for a dog that has been subjected to abuse, accident, negligence, or misuse.

Also, under no circumstances shall the seller be liable for any consequential, incidental, or special damages resulting from or in any manner related to this dog.

All refunds are cumulative and once the full purchase price of the puppy has been refunded to the buyer, for whatever cause, the warranties expire, and the seller has no further monetary obligation to the buyer.

### **Buyer Responsibilities:**

- Take the puppy to a licensed veterinarian within one week of leaving our home for a wellness puppy check. No vaccinations will be needed at this visit as Loving Hearts Goldendoodles has our puppies vaccinated by the age of 8 weeks. Buyer will be made fully aware of the vaccination schedule at the time of pick up and will be made aware of when the next series of vaccinations are due. If the puppy receives a repeat vaccination at the puppy wellness check it will void any health guarantees as over-vaccinating a puppy can cause a health risk and lead to death.

- Provide routine preventative health care including, but not limited to, immunization, parasite control, monthly heartworm prevention, and other preventative medication
- Feed quality food and always provide fresh water
- Not allow the dog to become overweight or over-exercise
- Not subject the dog to harsh environmental conditions, including, but not limited to, sleeping on concrete or other hard surfaces or prolonged exposure to extreme temperatures or extreme weather conditions
- Not be kept outside overnight
- Provide at least minimum basic obedience training
- Spay or neuter the dog between 9-12 months of age
- Not to rehome the dog without first contacting the seller
- Never turn the dog over to a shelter or rescue
- Do not use any oral flea/tick combo preventative medications such as Nexgard or Simparica
- Do not use any wearable collars for flea/tick combo prevention such as Seresto

Failure to do any of the above voids this guarantee.

### **Spay/Neuter Agreement**

The buyer agrees to spay or neuter the puppy by the age of 9-12 months. Proof of spay or neuter, in the form of a veterinary receipt, must be provided before the puppy reaches 1 year of age. Failure to do so will void the health guarantee of this agreement and the buyer will pay the breeder an additional \$10,000. The buyer understands that this is a PET puppy only, not for breeding.

### **Re-Homing**

If an unforeseen situation arises such that the buyer is unable to continue to keep the puppy/dog, the buyer agrees to contact the seller immediately and the seller will assist the buyer in finding an approved home for such puppy/dog. The seller may or may not agree to take actual possession of the puppy/dog. If the buyer keeps the dog until rehomed and the seller can sell the puppy/dog, the seller will provide the sale price of the dog to the buyer, minus a rehoming fee.

Buyer understands that the sale price of the puppy/dog will not necessarily be the same price as the buyer paid for the pup/dog, depending upon the pup/dog's health and marketability at the time of re-homing. If the seller takes possession of the pup/dog, the buyer will not receive a refund. The seller offers this re-homing so that no puppy/dog bred by the seller ever ends up in a shelter or in an unapproved home. If the buyer secures rehoming, the buyer agrees to notify the seller of the new owner's name and contact information for the seller's records. Failure to comply with this voids the warranty and could result in the seller paying for all monetary obligations to the seller so that the seller may gain custody of the said pup/dog. Under no circumstances should the pup/dog be rehomed without first consulting the seller.

### **Boarding**

All puppies must be picked up from LHG within 3 days of the pickup date given unless a prior agreement is made. Any puppy left longer than 3 days will incur an added expense of \$60 per day with approval. Any puppy left beyond the 3 days without notifying LHG will result in loss of deposits and the puppy will be placed with another family.

**Non-Transferable**

This guarantee is not transferable and is between the seller and the original buyer only, except that the buyer is obligated to the seller for the terms herein.

**Release of liability**

The buyer hereby forever releases and indemnifies the seller from any and all claims of liability, whether known or unknown at this time, or for which claim may arise after the signing of this agreement.

**No other Warranties**

It is further understood and agreed that no warranty or representation has been made with respect to the described puppy except as set forth herein. Buyer agrees to hold seller harmless and free from any liability from the time buyer has taken possession of the puppy.

**Entire Agreement**

This agreement represents the entire agreement between the parties and there are no other agreements, express or implied, unless included in this agreement or by writing signed by both parties and made a part hereof.

Buyer has read the above and agrees to said conditions

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Buyer name \_\_\_\_\_

Address \_\_\_\_\_

Email/Phone number \_\_\_\_\_