



## Health Guarantee and Sale Contract

This contract is between Jennifer Carlson (Bunji Australian Labradoodles) (Seller)

and \_\_\_\_\_(Buyer) Dated: \_\_\_\_\_

Puppy Identifier/Microchip #: \_\_\_\_\_

Puppy Call Name: \_\_\_\_\_

Date of Whelp: \_\_\_\_\_

gender: \_\_\_\_\_

color: \_\_\_\_\_

Sire name: \_\_\_\_\_

Dam name: \_\_\_\_\_

### DEFINITION OF TERMS:

Genetic Disorder is a condition diagnosed by a licensed veterinarian specializing in the condition with supporting evidence that the condition is, to the best of the veterinarian's knowledge and experience, genetic (inherited) in nature and not a result of environmental factors such as, but not limited to, Dog's weight, diet, injury, illness, etc. Serious Life-altering Condition is an illness or physical condition that renders the Dog's quality of life to severe pain and suffering or severe irremediable disfiguration.

First Right of Refusal: This occurs when the Buyer is no longer willing or able to care for the Dog and wishes to permanently rehome Dog. Buyer must first contact Seller and offer Dog's return.

### PURPOSE:

Pet Dog: The Parties agree that this Dog is sold as a family companion/pet and shall not be used for breeding.

### HEALTH GUARANTEE (Non-Transferrable)

1. The Seller guarantees the puppy is in good health, is up-to-date on immunizations appropriate for the puppy's age and has had appropriate deworming at the time the puppy left Bunji.
2. This guarantee does not include viral illnesses, infections, improper bites - including Base Narrow Canines (a common condition in Australian Labradoodles that generally corrects itself with age), hernias, hypoglycemia, intestinal parasites, giardia or coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury. Base Narrow Canines (BNC) is not covered under this contract except when the adult tooth is growing into the soft palate which is very rare, the cost of filing up to \$200 will be refunded for each adult canine tooth that is filed. No refund will be given if puppy tooth is removed, this can often create more problems than it helps. If discount is given and accepted by buyer, this warranty excludes coverage for any future mouth or teeth issues. If your puppy has an umbilical hernia and it needs to be repaired Bunji will refund up to \$100 for the hernia repair when it is done at the same time as the spay or neuter surgery. Should a male puppy have undescended testicles by the time of his neuter (7 months or later) Seller agrees to refund up to \$200 when it is done at the same time as the neuter surgery.
3. If it is determined the puppy has a genetic disorder or debilitating congenital defect within 24 months of purchase, 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 you have the choice to keep or return the affected puppy. The Buyer is responsible for the delivery of the replacement puppy and/or return of original puppy.

- Buyer must sign up and utilize the first month of Trupanion insurance that is provided by the Breeder at pickup to recover as much funds as possible then...
- Buyer shall provide Seller with immediate notification and contact information for the veterinarian Buyer shall authorize Seller to contact the Vet promptly for medical and treatment information, before treatment is given, unless otherwise the Dog is in a life threatening situation. Seller shall have the option of a second opinion and Buyer shall make Dog available for the examination upon satisfactory diagnosis and/or confirmation, Seller has the choice:
  - a) Pay any Veterinarian fees for treatment that was not covered by the Trupanion Insurance, limited to the price of the Dog

OR

- b) Replace Dog with one of equal or greater value from a future available litter

2. The Parties agree that Vet fees for exams and diagnosis, delivery and incidental costs to the Buyer are not refundable. Buyer agrees to sign up and utilize the FREE 30 day Trupanion Insurance provided by the Seller (in go home packet) to recover as much as possible. If Buyer fails to sign up, Buyer will be responsible for the portion that would have been covered by the plan provided.

3. Buyer's request for reimbursement or payment to Buyer's veterinarian shall be accompanied by proof of treatment and costs as well as a written diagnosis from the veterinarian. The Buyer agrees that the Seller has the right to request any information from the Veterinarian on the Dogs account. Buyer also agrees to be responsible for all travels (if any) required for vet trips, specialists, and the return of the Dog in question as well as the pick up of the replacement puppy.

In order for reimbursement for any health issue within the dog's first 24 months of life, Buyer must have Seller's pre-approval for reimbursement of treatment fees PRIOR to Dog's treatment.

4. If the puppy should die from a suspected congenital defect within 24 months of its date of purchase, 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. A written statement from the veterinarian must be provided. This warranty is void in the event of an indeterminable or inconclusive diagnosis.

5. The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy as well as an estimated adult weight. However, as these are living beings, this judgment does not guarantee the eventual adult coat nor is there a guarantee of the eventual allergy-friendliness, degree of shedding, or color of the coat at maturity as well as the size of the dog.

6. Over-vaccination is known to cause many auto-immune diseases and conditions in your dog that might appear to be genetic in nature. Your health warranty will be void if your puppy receives 2 or more vaccines given at once. Vaccines must be given a minimum of 2 weeks apart.

7. Oral flea and tick medications have been proven to make some dogs very ill over time (seizures, gastrointestinal issues, allergies etc). If the Dog has been given any oral flea and tick medications in their lifetime, your health warranty will be void. Topical products like Revolution, Wondercide, and Frontline are all good alternatives.

8. Once puppy leaves Seller, even when going to for additional training, Seller and the guardian providing training are not responsible for any injury or loss during the time staying with guardian. Any additional veterinary costs will be at the buyer's expense.

#### **SELLERS STRONG RECOMMENDATIONS FOR THEIR DOG:**

1. Feed them only a premium quality food (Life's Abundance or a High Quality Dog Food preferred).
2. Maintain them at a healthy weight.
3. Keep annual veterinary appointments for him/her.
4. Provide basic obedience training within the first year.
4. Be careful about overexposure. 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.
5. Postpone strenuous, repetitive exercise until after the puppy is over 1 year of age to avoid joint injury.

BUYER'S AGREES TO:

1. Pay the Seller an initial sum of \$3,500.
2. House their dog indoors.
3. Contact the Seller immediately if they determine they are unable to keep their dog for any reason. The dog is to be returned to Seller at Buyer's expense unless other arrangements are made between seller and buyer in writing. Buyer waives any right to reimbursement or replacement upon forfeiting the dog to Seller. If dog is sold/given away without breeder's written consent, buyer will then owe the seller any monetary amount made from selling puppy.
4. Never place their dog in a shelter, pound or similar facilities, or research laboratory.
6. Spay or Neuter their dog by 12 months of age and send documentation to Bunji.
7. Not allow their dog to be bred or collected.

THE BUYER AGREES TO SPAY OR NEUTER THEIR PUPPY BY 12 MONTHS OF AGE and provide documentation of proof of spay/neuter to seller. **Buyer's Initials:** \_\_\_\_\_  
Breeder requires the puppy to be spayed or neutered (vasectomy or an ovary sparing spay is acceptable) by 12 months of age at new owner's expense. Owner agrees to provide Seller with proof of the spay/neuter within 10 days of the surgery. *The proof must be a paper copy from a certified Veterinary Hospital showing the pet's description, breed & Microchip number.* Failure to honor the spayed/neutered and non-breeding conditions of this contract can result in the Breeder reclaiming the dog without compensation to the Buyer and/or a \$10,500.00 Breeding Dog Fee will be paid to Seller by Buyer as well as a \$2000 per puppy fee for every puppy born as a result of this dog breeding. This amount is based on the average breeding dog fee of \$14,000.00 minus the puppy price of \$3,500.00 already paid. If necessary, legal action will be taken to collect damages and Buyer will be responsible for all legal fees.

Should any part of the 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. The parties agree that all actions or proceedings that may arise in connection with this Agreement shall be handled exclusively in the County of Kent, State of Michigan. The Parties acknowledge and agree that they will not intentionally make any disparaging, libelous, slanderous or defamatory statements directly or indirectly in any form against the other Party and that they shall instruct each representative whom they have hired to gather facts involved in this settlement not to make any such statements.

I have read and agree to the terms and conditions above. Both parties agree that this writing represents the entire agreement between them and that no other representations either oral or written have been made regarding the puppy described above. The parties agree that no changes in the contract shall be binding upon either of them without written modifications signed by both parties.

Buyer Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Purchaser Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_