





# PINE LODGE *Labradoodles*

*Breeders of Australian Labradoodles*



## **1.2. Parties to agreement**

Pine Lodge Labradoodles, Inc., along with its authorized representatives, will be referred to as “Breeder” from here forward. The persons(s) that filled out the initial Adoption Questionnaire will be referred to as “Buyer(s)” from here forward. The Buyer(s) is/are the person or persons agreeing to purchase the Australian Labradoodle under the express terms of this Agreement. The Australian Labradoodle being purchased by Buyer(s) will be referred to as “Dog” from here forward. All monies referred to in this Agreement will be in U.S. Dollars (\$, USD).

## **1.3. Intent of agreement**

The parties acknowledge Buyer(s) desires to purchase Dog from Breeder, and that Breeder owns Dog and desires to sell Dog to Buyer(s) but will retain certain rights in Dog after its purchase. The parties agree that this Agreement results in the conveyance of legal title, including rights of possession, care, custody, and control, of Dog to Buyer(s) but that this title excludes all breeding rights, which will be retained by Breeder.

## **2. Buyer(s)' Obligations**

### **2.1. Purchase Amount**

Buyer(s) agrees to pay the sum of \$3,500 payable by a non-refundable reservation fee of \$500.00, with the balance and any agreed upon shipping or delivery charges to be paid when Dog is 6 weeks old, or as soon as reservation is confirmed if Dog is older than 6 weeks when Buyer(s) confirms their desire to purchase Dog. Balance must be paid prior to Dog being conveyed from Breeder to Buyer(s).

### **2.2. Care and Safety**

Buyer(s) agrees to provide adequate shelter and exercise for Dog. Buyer(s) agrees to obey all laws of the locale in which Dog will be kept. Buyer(s) agrees to protect Dog from abuse, neglect, exposure to danger, mistreatment, and loss. Buyer(s) understands the Australian Labradoodle breed requires regular brushing between baths and grooming. Buyer(s) agrees to educate themselves on the best way to care for Dog's coat and nails and will seek out an experienced groomer to assist in this.

### **2.3. Veterinary Care**

Buyer(s) agrees to have Dog examined by a licensed veterinarian, at Buyer(s) expense, within ten (10) business days of taking possession of Dog. Buyer(s) understands failure to follow through with this runs the risk of forfeiture of any health guarantee Breeder



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would otherwise offer. In addition, Buyer(s) agrees to have Dog fully vaccinated according to local veterinary practice and to keep vaccinations current at all times. *Buyer(s) understands Dog is coming to them only partially vaccinated. Breeder has followed a vaccination protocol prescribed by their local veterinarians. Buyer(s) understands different veterinarians and different locations have differing suggestions and needs regarding vaccination schedules. Buyer(s) agrees to assume responsibility for all health problems of Dog arising after execution of this Agreement, for the life of Dog.*

### **2.4. Obligation to Execute SpaySecure Agreement and Sterilize Pet**

***\*\* I understand most puppies will be sent home with a 9-month spay/neuter contract in place. The decision to spay/neuter my puppy before leaving Pine Lodge, or to send home on a spay/neuter contract, will be at the sole discretion of Pine Lodge Labradoodles and will not be negotiable by me. In most situations, pets will not be spayed/neutered prior to leaving, however, Pine Lodge Labradoodles reserves the right to spay/neuter any pet prior to leaving. Should my pet be spayed/neutered prior to leaving Pine Lodge Labradoodles, I understand I will be released from the spay/neuter contract portion of this contract (Section 2.4) and all papers of registration and pedigrees will be provided, as well as a certificate of spay/neuter.***

**2.4.1.** Buyer acknowledges that a) a material condition of this sale and transfer of this pet is that this pet is a non-breeding animal, and b) that the pet is being sold to Buyer in reliance on Buyer's compliance with the obligation to sterilize the pet before the deadline set forth in their SpaySecure agreement. In so acknowledging, Buyer agrees to sign and comply with all terms of the SpaySecure sterilization agreement, to not breed the pet, and to take the pet to a licensed veterinarian and have it surgically sterilized before the specific deadline set forth in their SpaySecure sterilization agreement.

### **2.5. Hold harmless**

**2.5.1.** By executing this Agreement, Buyer(s) agrees to hold harmless and to indemnify Seller for any wrongdoing or harms, or claims for wrongdoing or harms, which may in the future be brought arising from actions by Dog itself, or from actions by either party subsequent to execution of this



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Agreement related to Dog. Other than the following limited and specific warranty, Breeder makes no representations or warranties as to Dog, and the parties agree that no warranties have been made by Breeder, or maybe be relied upon by Buyer(s), relating to: the safety of Dog; to Dog's future physical condition; to Dog's harboring of disease or infection which manifests after ten (10) business days from possession; to Dog's propensity to bite, menace, or attack; to Dog's temperament or disposition; to Dog's previous behavioral history; or to Dog's compatibility with humans or other dogs.

## 2.6

### **Limited Warranty**

**2.6.1** Pine Lodge Labradoodles takes the care and health of their animals very seriously. Dog has been bred to be as physically sound and free of genetic defects as possible, based on the health testing done on the parents.

Pine Lodge Labradoodles does not cover any medical expenses, transportation expenses, treatment expenses, or other expenses incurred for Dog's wellness check, diagnosis of any illnesses, diseases, or conditions for the life of Dog.

### **2.6.2 "Well-Dog Health Warranty"**

Dog will have had a health exam prior to leaving Breeder's premises. This health exam acts as both Breeder's and Buyer(s)' assurance that Dog is in good health and is deemed fit for sale by the veterinarian. By no means will this exam be construed to indicate Dog will be without future illnesses or diseases. The exam is to certify Dogs health *at the time of departure from Breeder's care*.

Buyer(s) understands Dog cannot be guaranteed against all genetic disorders. Breeder provides to Buyer(s) a ten (10) business day "well-dog health warranty" which is triggered by Buyer(s) taking Dog to a licensed veterinarian for a full physical evaluation and exam within ten (10) business days of obtaining possession of Dog. If that is done, and if Dog is



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diagnosed by a licensed veterinarian with an **untreatable** disease or illness, the cause of which is attributable to negligence or unethical breeding practices on the part of Breeder, Buyer(s) will receive a replacement Dog from a future litter upon surrender of the affected Dog, or Breeder shall accept return of Dog and shall refund the purchase price back to Buyer(s) upon that return, Breeder's choice. If Dog is returned, all papers as well as proper signatures required for transfer of ownership will be provided. Should any of the above conditions not be met, the warranty is void.

## **2.6.3 24-Month Genetic Health Warranty**

Dog will have a 24-month genetic health warranty, beginning from Dog's date of birth, covering the following genetic defects: **PRA-PRCD, EIC, Elbow and Hip Dysplasia**. Buyer(s) understands Dog cannot be guaranteed against all genetic disorders.

If a veterinarian certifies Dog to have a debilitating disorder resulting in death or euthanasia within 24 months of Dog's birthdate, Buyer(s) shall receive a replacement puppy from a future litter, whenever they are ready for one, or a refund of purchase price, Breeder's choice. Shipping charges are not included in a replacement situation.

### **2.6.3.1 Diagnosis Process**

To determine that one of the covered genetic disorders listed in 2.6.3 exists the following steps must be followed:

- A.** Puppy must have been diagnosed, within 24 months of age, with the same findings by two licensed veterinarians, registered with the cardiac, orthopedic, or optical dog organization in the USA, or equivalent in the country Buyer(s) resides in. This will be at the Buyer(s) expense.
- B.** Reports, test results, and copies of the x-rays and other testing must be sent to Pine Lodge Labradoodles when





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requested. Breeder will have a veterinarian/specialist examine the findings. The genetic defect warranty is valid with the original owner only and is non-transferable.

- C. If Breeder's veterinarian opinion agrees with previous findings, Breeder will replace Dog or refund the purchase price of Dog Breeder's choice. The cost of shipping or any other extras at the time of purchase are not included in this warranty.
- D. Refund or replacement of Dog from a later litter, Breeder's option, is the only remedy under this health warranty and Breeder will not be held responsible for payment or reimbursement of any veterinarian bills, transportation costs, or other expenses incurred by Buyer(s).
- E. **No replacements or refunds will be considered without contacting Breeder within 48 hours of the initial findings of genetic disorder.** Breeder can then exercise their right to another opinion and will inform Buyer(s) of their decision.

## **2.6.4 Exclusions**

This health warranty does not, under any conditions, cover the following:

- A. Skin, food, or environmental allergies
- B. Diarrhea
- C. Viral illnesses
- D. Infections
- E. Improper Bite/teeth issues. Including, but not limited to
  - i. Extractions
  - ii. Orthodontia
  - iii. Base narrow
  - iv. Other such interventions
- F. Giardia
- G. Coccidiosis



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- H. Other stress-induced or -worsened conditions
- I. Hernias
- J. Intestinal parasites
- K. Illnesses due to ingestion of foreign objects, food, or chemicals
- L. Physical injury of any kind
- M. Any other condition that is minor, correctable, or will go away as Dog gets older.
- N. Heart murmurs prior to the age of 5 months.
  - i. Juvenile heart murmurs occasionally happen and tend to resolve without intervention. Should a murmur continue past 5 months of age, a Board-certified cardiologist report will be required for Breeder to consider any health warranty coverage.
- O. Breeder is not responsible for any injury or damage done by Dog after Buyer(s) takes possession. Breeder will be held harmless if a legal action is brought against Breeder for injury or damage done by Dog after Dog is transferred to Buyer(s) possession.
- P. Breeder has made a best-guess judgment about the adult size and coat of Dog. Breeder does not guarantee the eventual size and there is no guarantee surrounding what the coat color or texture may be at maturity. *Buyer(s) acknowledges they made the final choice when choosing Dog and will not hold Breeder responsible for any departure from expectations as Dog grows and matures.*
- Q. ***If Buyer(s) does not have Dog examined by a veterinarian, at Buyer(s) expense, within ten (10) business days of taking possession of Dog then Buyer(s) will forfeit this health guarantee in its entirety immediately.***

### 3. Other Conditions

#### 3.1 Conditional Return for Incompatibility

Breeder agrees that, if despite Buyer(s) best efforts, Dog fails to adjust to its new environment in any material respect, after execution of this Agreement, Breeder will accept the return of Dog, *although it will not refund the purchase price.*



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Breeder will not be responsible for any costs or expenses incurred by Buyer(s) in the return process and will only satisfy this obligation upon reasonable notice and cooperation of Buyer(s) in providing notice on incompatibility and in returning Dog. Buyer(s) agrees to promptly provide Breeder with all appropriately executed papers sufficient to legally transfer Dog back into Breeder's name, if such is necessary.

### **3.2 Dispute Resolution and Jurisdiction**

This contract and the guarantees set out are not transferable. Should a dispute arise, between Buyer(s) and Breeder, Buyer(s) agrees to pay all attorney fees, court costs, and expenses. The parties shall make every reasonable effort to resolve disputes over this Agreement first by informal mediation and then by private arbitration, the costs for which shall be borne by Buyer(s). If reasonable efforts to mediate or arbitrate fail, Breeder may then seek compensatory and/or injunctive relief, including for court orders to pay liquidated damages as set forth in Section 2.4, the Spay and Neuter requirement in this Agreement. This Agreement, its application and interpretation, shall be governed exclusively by the laws of the State of Oregon as applicable. Any civil actions shall be brought in this State. In the event of any court action, including arbitration, Breeder shall be entitled to all costs and reasonable attorney fees related to enforcing the Agreement.

### **3.3 Binding Agreement**

The pages of the document represent the complete agreement between in writing or verbal, to this transaction. This Agreement shall not be assigned by either party. Nothing in the Agreement shall confer on anyone other than the parties any rights, remedies, obligations, or liabilities. The parties agree to execute the Agreement without the ***Dog Information*** filled out, if that information is not yet available, and to allow this information to be filled in when Dog has been chosen and paid for in full.

### **3.4 Severability**

If any provision of this Agreement or the application of it shall be deemed to be invalid, illegal, unenforceable, or against public policy or any statute, all other provisions of this Agreement and their application to persons and circumstances shall remain in effect and the intent of this Agreement will be enforced to the





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greatest extent allowed by law. To the extent that any provision of this Agreement is so prohibited or deemed ineffective, this Agreement shall be considered amended to the smallest degree possible to make the balance of the Agreement effective.

## **SIGNATURE**

*The undersigned state that they have carefully read this Agreement in its entirety, that no promise, inducement, or Agreement not herein expressed has been made to them, and that they voluntarily and knowingly accept its terms and provisions. THIS DOCUMENT OPERATES AS A RELEASE; READ CAREFULLY BEFORE SIGNING.*

Buyer Signature: