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## Puppy Purchase Contract

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This agreement is between (Seller) Moonstruck Bernedoodles, 564 Holm Road, Campbell River, British Columbia, Canada V9W 1W4

and (Buyer) Name: \_\_\_\_\_

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

City: \_\_\_\_\_ Prov. \_\_\_\_\_ P. Code \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Alt. Phone: (\_\_\_\_\_) \_\_\_\_\_

e-mail: \_\_\_\_\_

### Description of Puppy/Dog:

Breeder Identification: \_\_\_\_\_ or (circle here) Unborn Puppy – Description TBA

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_ Colour: \_\_\_\_\_

Moonstruck Litter # \_\_\_\_\_ Tattoo: \_\_\_\_\_ Microchip: \_\_\_\_\_

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

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

## It is agreed between the Seller and Buyer as follows:

This puppy is sold with the following contract and health guarantee. This puppy is sold in healthy condition. Puppy has had 1 set of core vaccinations and has been dewormed. Vaccination and worming records will be provided to the Buyer. Buyer is required to take puppy/dog to a licensed veterinarian within 48 hours of taking possession of the animal. Puppy is guaranteed to be in good health and free of communicable disease at this time. If, upon examination, the veterinarian finds that said puppy is not in good health, the Buyer must notify the Seller within 24 hours. Buyer shall return the puppy to the Seller with all of the veterinarian documentations. Seller shall replace said puppy with another puppy of equal value as soon as one is available. Buyer is responsible for all shipping costs. Seller has no obligation to reimburse Buyer for any costs incurred, i.e., medical, shipping, crate, etc. Puppy is to return in the same condition it was received.

Buyer is aware that this puppy is not intended for breeding purposes. In an effort to prevent unauthorised breeding practices, Buyer is aware that this puppy has undergone a surgical procedure to effectively sterilize the animal. Male puppies have undergone vasectomy procedure, females have had tubal ligation or ovariohysterectomy unless otherwise agreed upon in a Non-Breeding Contract.

The Buyer agrees that any and all transportation cost, to and/or from the Seller's premises, will be at the cost and sole responsibility of the buyer. Only after the full amount of the agreed upon amount is paid, may the puppy be removed from the Sellers premises. If the balance is left unpaid by such date as of \_\_\_\_\_ or if the puppy is unborn as of the date of this contract - by the puppy's 56<sup>th</sup> day from birth, this agreement shall be cancelled at the Sellers option and Buyer shall forfeit the deposit given hereunder. Under no circumstance will any deposit be refunded before or after the puppy's birth.

Deposit Paid: \$ \_\_\_\_\_ CDN Balance Owing: \$ \_\_\_\_\_ CDN

Sellers Initials: \_\_\_\_\_ Buyers Initials: \_\_\_\_\_

Buyer has been provided with the Moonstruck Bernedoodles Handbook. Buyer agrees to follow the guidelines set out in the handbook to maximize the health and sound temperament of this puppy. Failure or refusal to follow the guidelines, particularly in the areas of vaccination, nutrition, physical health, socialization and training, will result in a VOID of WARRANTY. There are so many mistakes that dog owners make, that a breeder has no control over, which affects the physical and mental health of a dog.

The Seller guarantees this puppy against OFA Hip and Elbow Dysplasia until the puppy is 30 months of age. The Moonstruck Bernedoodles Handbook has a section that explains the process of OFA certification.

Seller warrants the hips of this puppy to meet OFA certification Excellent, Good or Fair and elbows to be Normal. Ratings of Severe Hip or Elbow Dysplasia will result in the replacement of the dog with the following stipulations: Proof of claim must be supported by the OFA report, at the Buyer's expense. If proven, the buyer need NOT return the puppy to the Seller, but must submit a certificate of spay or neuter before compensation will be considered. Compensation shall consist of a replacement puppy of equal value from the next available litter. Ratings of Boarderline or Mild Hip or Elbow Dysplasia will result in compensation equal to ½ the original purchase price of the puppy as stated in this agreement following the above stipulations. If, in the event, a veterinarian suspects hip or

elbow problems, x-rays are to be sent to OFA for evaluation at the Buyers expense. Warranty on hips and elbows is VOID if: The puppy is not raised on a balanced (veterinary approved) raw meat or premium brand kibble; if the dog is bred prior to OFA certification, if the dog is heavily exercised (long runs or jerky movements like jumping or ball retrieval -refer to your handbook) prior to 18 months of age or if the dog is not kept lean. Fat dogs are unhealthy dogs and excess body weight causes joint issues.

Seller warrants the puppy until 30 months of age to be free of genetic disease that would cause severe disability or death. If the puppy is found, conclusively by two veterinarians (one of the Buyers choosing and one of the Sellers choosing), to have a genetic disease that will cause severe disability or death, seller will replace the puppy with one of equal value, or ½ of the original purchase price of the puppy as stated in this agreement.

Seller is in NO WAY to be held liable for injury, damage to persons, property or other animals due to the puppy/dog's behaviour.

Buyer agrees this puppy/dog is NOT to be left in a backyard enclosure solely and NEVER tied up for extended periods (more than 1 hour) unsupervised. Raising a puppy requires specific care. Buyer agrees to socialize this puppy using the guidelines provided in the Moonstruck Bernedoodles Handbook. The best genetic predispositions are useless if the puppy is inadequately socialized. Constant contact with various people, animals and environmental situations are necessary to ensure the mental soundness of this puppy.

Buyer agrees to train this puppy and attend obedience classes for the first 18 months of the dog's life. Consistent training is an absolute must to ensure the safety and well-being of this puppy. Buyer WILL only use a trainer that is reputable and has achieved CKC/AKC obedience titles or working titles, such as Schutzhund, French Ring etc. Anyone can call themselves a "dog trainer". The industry is not regulated. There are many, many "trainers" out there that have no business training dogs.

The Seller warrants this puppy against poor genetic temperament. If the puppy is found to be of poor temperament a replacement puppy will be provided from the next available litter providing the following stipulations are met: a certificate from a Veterinary Behaviour Specialist, or trainer of the Sellers choosing, must be provided to the Seller stating the puppy is overly shy or fearful due to genetic, inherited temperament, NOT poor socialization, and proof of euthanasia (if applicable), spay or neuter (if applicable) is provided to the Seller. Seller reserves the right to examine the dog herself at no charge to the owner. Warranty on temperament expires when the dog turns 12 months.

Buyer agrees to feed a *veterinary* recommended raw diet or premium brand kibble to this animal. Failure to do so will VOID warranty. If a claim against this puppy's warranty occurs proof of diet will be required in form of receipts. Keep your receipts.

Buyer agrees to limit exercise as outlined in the Moonstruck Bernedoodles Handbook. Failure to do so may cause damage to the dog and will VOID warranty.

Buyer agrees to follow vaccination guidelines as set out in the Moonstruck Bernedoodles Handbook. Failure to do so will VOID warranty.

Buyer agrees to keep the dog as a family companion. Buyer further agrees that this puppy will be a member of the household and not left as an outdoor dog. Buyer agrees that the purchase of a puppy is for the entire life of the dog. The Buyer agrees to contact the Seller if for any reason, including divorce, separation or death, the Buyer can no longer keep this dog. UNDER NO CIRCUMSTANCES is this dog to be placed in a humane society, rescue or animal shelter. If Seller becomes aware that such a situation has occurred, Seller will seek legal action for breach of contract.

Buyer fully understands that a Bernedoodle is a medium-large breed dog that requires training, exercise, and love. Buyer is aware that this breed of dog has been bred for human companionship and requires attention and love from humans.

Buyer agrees NEVER to use the following training methods unless under Seller's specific guidance or the guidance of a trainer of the Seller choice:

Head Collars, such as Halti's or Gentle Leaders

Static "shock" Training Collars

Choke Chains

Any form of intimidation training such as hitting, yelling or "alpha rolling"

Never allow the dog to gag or choke due to excessive pulling and constant pressure on the leash. This is why training is mandatory.

This agreement is made and signed by both parties to insure the well-being and protection of this animal. If any part of this agreement is breached, the Seller is released from any further obligation hereunder.

Both Seller and Buyer shall receive a signed contract.

Reservations are accepted in order of receipt of (2) signed copies of this contract and \$500 CDN deposit.

Upon receipt of contracts (2 copies) signed by Buyer, Seller shall sign both copies and mail (1) back to Buyer.

Should the Seller need to seek legal action against the Buyer for violations of this agreement, the Buyer will assume any and all attorney costs and court fees.

Upon the transfer of possession of this puppy, Buyer accepts all responsibility for the care, upbringing and welfare of this puppy.

*I certify by my signature below that I have read the agreement and agree to abide by the terms set forth herein. I further acknowledge that there are no other covenants, promises, warranties or obligations expressed or implied, except as herein provided.*

Signature of BUYER: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_