



## South Texas Labradoodles

*“Authentic Australian Labradoodles”*

### PURCHASE CONTRACT & HEALTH WARRANTY

#### **PARTIES**

#### **SELLER: South Texas Labradoodles**

Seller Address: 248 Rebecca Ln. Brownsville, TX 78520

Seller Telephone: 956 459-8353

Seller Email: anareyes2219@yahoo.com

Seller Contact: Ana Reyes-Garcia/Jaime R. Solis

#### **BUYER:**

Buyer Phone:

Buyer Alternate Phone:

Buyer Email:

This is a contract of sale between Seller and Buyer, named above, for an **untrained pet Labradoodle** puppy described below:

#### **SUBJECT OF SALE (Dog)**

Type of Dog: **Australian Labradoodle**

Name of Dog: “ ”

Date of Birth:

Description:

Identification by microchip: # **TBD**



**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, attending 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.

**For Cause** means that the Seller discovers information that makes the placement of the Dog with the Buyer unsafe, ill-advised, or detrimental to the Dog, the Seller, or to the relationship between the Buyer and Seller.

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

**Without Recourse:** Parties have no option or alternative remedy.

**THE PARTIES hereby agree to the following terms and conditions of this contract:**

**PURPOSE:** PET (companion/spayed or neutered) DOG

The Parties agree that this Dog is sold as a family companion/pet and will not be able to be used for breeding. Puppies will be spayed or neutered by the time they go to their new home.

**PRICE AND DEPOSIT:** Buyer agrees to pay Seller a total of \$2900.00 dollars, payable in U.S. currency, plus shipping and any other special treatment (e.g. health certificate, travel crate, etc. as invoiced) in the same currency, and less any discounts provided by Seller for possible future



procedures (umbilical hernia repair, parasite control, or vaccinations, as invoiced). Payment is due in full no later than 7 business days before a puppy is picked up.

Buyer may make payments but the total must be paid in full by the due date or Seller has the right to place Dog back on the market. In that event, Seller agrees to refund to the Buyer all money paid except for the deposit.

1) A **non-refundable deposit** of \$500 is required to reserve a Dog and the deposit is applied to the full purchase price.

a) Seller promises to hold a Dog for Buyer unless and until any one or more of the following conditions occur:

(1) Dog is sold and delivered to Buyer OR

(2) Buyer declines to purchase the Dog OR

(3) Buyer does not contact Seller at least 2 week(s) prior to delivery to confirm the

transaction AND Seller is unable to contact the Buyer through reasonable attempts

(such as, but not limited to, Buyer is not responding to emails or telephone calls from Seller to Buyer and Buyer's named alternate contacts) OR

(4) Seller, prior to delivery of the Dog, refunds the deposit, for cause, to terminate the sales negotiation and the release the Dog for resale by the Seller

2) The Parties agree that **return of the deposit is without recourse and shall terminate Dog sales negotiation and Buyer's claim to a Dog** from Seller.

a) The Parties agree that the deposit secures holding a Dog for Buyer, subject to the above conditions, but there is no guarantee to hold any



particular Dog unless agreed upon, in writing, by both Parties

b) The Parties agree that the deposit will be applied to the purchase price.

## **BUYER RESPONSIBILITIES**

- 1) The Buyer agrees to teach acceptable behaviors to the puppy, and is responsible for proper socialization of the puppy.
- 2) Buyer agrees to maintain this dog in good health and provide routine preventative health care including keeping standard vet-recommended vaccinations current and keeping the puppy free from external and internal parasites. Buyer agrees to take the dog to regular veterinary checkups throughout its lifetime.
- 3) The buyer agrees to feed the dog high quality dog food as suggested by the breeder and to provide age-appropriate exercise for the life of the dog. Veterinary records must be provided to the Seller if to request refund or replacement. If any of the above preventative care has not been provided, or if Buyer has not continued the course of vaccinations required for puppies and dogs, the health warranty will be void.

### **ADDENDUM:**

The Parties agree to the terms and conditions listed on the attached Addendum To Purchase Contract: Invoice (Addendum). Should Buyer breach any of the conditions of the Addendum, all warranties under this contract shall become null and void

### **SHORT-TERM HEALTH WARRANTY:**

- 1) Seller warrants that the Dog is in good health at the time of delivery to Buyer, to the best of Seller's knowledge and belief, and that Dog has been spayed or neutered, any umbilical hernias have been repaired, and the puppy has been vaccinated with age-appropriate vaccinations and dewormed.
  - a) Buyer shall take Dog to a licensed veterinarian within 72 hours of



delivery

b) Buyer is liable for all veterinary fees but in the event that the veterinarian diagnoses the Dog with a disease or condition that was transmitted to the Dog while with the Seller or that the Seller should have known existed then the parties agree that:

i) Buyer shall provide Seller with immediate notification and contact information for the veterinarian

ii) Buyer shall authorize Seller to contact the vet for medical and treatment information

iii) Seller shall have the option of a second opinion and Buyer shall make Dog available for the examination

iv) Upon satisfactory diagnosis and/or confirmation, Seller shall:

(1) Reimburse Buyer for treatment, limited to the price of the Dog OR

(2) Pay the veterinarian fees for treatment, limited to the price of Dog OR

(3) Replace Dog with one of equal or greater value from a future litter OR

(4) Reclaim Dog, at Buyer's expense, for a full refund of the price of Dog to Buyer

v) The parties agree that vet fees for exam and diagnosis, delivery and incidental costs to the Buyer are not refundable

vi) 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

(1) In order for reimbursement, Buyer **must have Seller's pre-approval** for reimbursement of treatment fees PRIOR to Dog's treatment



## **GENETIC HEALTH WARRANTY:**

1) Seller warrants that, to the best of Seller's knowledge and belief, the Dog is in good genetic health. This genetic health warranty extends for two years from the date of birth of Dog.

a) In the event that Dog is diagnosed, within the warranty period, with early onset of a genetic disorder that is a serious life-threatening condition, the Parties agree that:

i) Buyer shall provide Seller with immediate notification and contact information for the veterinarian

ii) Buyer shall authorize Seller to contact the veterinarian for medical and treatment confirmation

iii) Buyer shall get a second opinion from a specialist in the field of practice for the diagnosis, at Buyer's expense unless otherwise indicated

iv) Buyer shall submit a statement from each veterinarian stating that he or she believes, based on his or her training, experience and knowledge that this condition is genetic in nature and NOT resulting from any environmental factor

v) Upon satisfactory diagnosis and/or confirmation, Seller shall:

(1) Reimburse Buyer for treatment, limited to the price of the Dog OR

(2) Pay the veterinarian fees for treatment, limited to the price of Dog OR

(3) Replace Dog with one of equal or greater value from a future litter, return of the Dog is at the option of Buyer OR

(4) Reclaim Dog, at Buyer's expense, for a full refund of the price of Dog to Buyer



## **LIMITATION:**

- 1) Health warranty does not cover viral illnesses, infections, improper bites, hypoglycemia, or parasitic-related conditions such as Giardiasis, Coccidiosis, worms, or fleas. It also does not cover any injury due to the ingestion of foreign objects, toxins, or physical injury.
- 2) The parties agree that any claim by Buyer for reimbursement from Seller, for any reason, shall be cumulative and that once the total price of the Dog has been reimbursed, Seller has no further liability to Buyer
- 3) The parties agree that this warranty is the full and maximum financial liability Seller may owe Buyer or for the health of Dog
- 4) In the event that Seller promises to replace Dog for any reason, Buyer agrees that a replacement Dog may not be available for twelve (12) months, if at all
- 5) That Buyer may return the Dog to Seller at any time, subject to conditions of Reclamation below

## **FIRST RIGHT OF REFUSAL:**

**Buyer agrees that if, for any reason, Buyer cannot provide a loving home for Dog, rather than sell, destroy, abandon, permanently kennel, or re-home the Dog, Seller has the first right of refusal. Buyer shall return the Dog to the Seller, at Buyer's expense, and Seller shall make a good faith effort to find a suitable home for the Dog.**

- 1) If placement is an emergency situation, Buyer may return Dog as early as possible at a time and place convenient to Seller
- 2) If placement is a non-emergency, Buyer shall give Seller notice and time to prepare for Dog's return



- 3) In the event of reclamation, Buyer waives any right to reimbursement or replacement, unless specifically noted within this contract
- 4) Money paid for Dog's placement, if any, shall be reimbursed to Buyer, less reclamation fees, expenses and the non-refundable deposit.
- 5) Under no circumstances shall Buyer abandon, neglect or abuse Dog, or relinquish Dog to a shelter, or Dog pound.
- 6) Buyer shall not resell or give away Dog without express permission of Seller.
- 7) Buyer's failure to notify Seller under this provision, Right of Refusal (1) through (6), Buyer shall be liable to Seller for any and all costs, including but not limited to, attorney fees, court fees, service fees, and incidental costs to enforce this provision.

#### **SPECIAL CONDITIONS:**

- 1) The parties agree that **any damages** suffered by the Buyer of any nature and cause; or arising from any breach by the Seller of any condition or warranty contained in this Contract; or of any condition or warranty established or implied by law shall **be limited to the replacement** of the Dog by the Seller or a refund, up to the full purchase price paid for the Dog, return of the Dog may be required, at Seller's discretion.
- 2) Should any injury or illness occur to the Dog prior to delivery to the Buyer, making delivery impossible or unhealthy, **Seller reserves the right to a later delivery date** of the same Dog, or Seller has the option to provide Buyer a full refund of money paid or apply the payment to another suitable Dog when reasonably available. Seller has no liability for damages to the Buyer for any loss beyond those listed in this Contract.



3) Buyer agrees that this Dog shall not be euthanized without express consent of the Breeder unless it can be shown to ease extreme and immediate suffering of the Dog, or so long as the Seller is notified in writing by a qualified veterinarian (at the Buyer's expense) that euthanasia is necessary and that no other option was/is available to spare the suffering of the Dog

4) Buyer acknowledges that, other than the information, representations and warranties contained in this agreement:

a) No information, representation or warranty other than in this Contract, made by the Seller or the Seller's employees or agents, is for the purpose, intention, or knowledge that it would be relied upon by the Buyer; AND

b) No information, representation or warranty other than that contained in this Contract has been relied upon; AND

c) This Contract constitutes the entire agreement between the parties for the sale and purchase of the subject Dog and supersedes all previous negotiations and agreements in relation to the transaction.

d) No changes will be binding on either party to this contract except as agreed upon by both parties in writing

5) The parties agree that this Contract was made in the State of Texas and agree that it shall be governed by and construed in accordance with the laws of the state Texas it to the jurisdiction of the courts of the State of Texas for any dispute arising from this Contract or transaction. Venue shall be at Cameron County, Texas. Each party will bear its own costs of litigation, except for breach of contract arising from designated provisions of this Contract.

a) The parties **agree to attempt to resolve conflicting issues through impartial mediation** prior to submitting the matter for litigation. The cost of



mediation shall be shared equally between the parties and the selection of a mediator shall be by mutual consent.

Each party agrees to indemnify and to hold the other party harmless from any liability, suit or action of any kind arising out of a breach of this contract, unless specifically noted herein.

**STATEMENT OF AGREEMENT**

I, as the Buyer of the dog/puppy described in this Contract of Sale and Warranty, do hereby declare that I have read and fully understand and agree with the terms, conditions, and warranties contained.

Seller affirms that the dog/puppy described in this Contract of Sale and Warranty is the dog delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.

Buyer's Signature:

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Dated:

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Buyer's name printed:

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Signed on behalf of Seller, South Texas Labradoodles

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Dated:

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