

Buyer Intials_____



AGREEMENT OF PUPPY SALE. (SPAY / NEUTER CONTRACT) THIS PUPPY CANNOT BE BRED. THIS PUPPY IS BEING SOLD STRICTLY AS A COMPANION.

It is agreed that the Male/Female Standard Poodle puppy whelped on _____, Microchip No.: _____, AKC No.: _____ is being sold for pet/companion purposes only and is not to be bred.

Sire: _____ “ ”

AKC Reg.No.: _____ UKC Reg No.: _____ OFA CHIC No.: _____

Dam: _____

AKC Reg. No.: _____ UKC Reg No.: _____ OFA CHIC No.: _____

Puppy is being sold to:

Name _____

Address: _____

Phone No.: _____ Email Address: _____

Purchase price \$ _____

Deposit.....\$ _____ Date: _____

Balance paid \$ _____ Date: _____,

Cash to be received on or before possession of said puppy is given to the buyer(s).

SELLER'S SIGNATURE _____ DATE: _____

BUYER'S SIGNATURE: _____ DATE: _____

BUYER'S SIGNATURE: _____ DATE: _____

Buyer Initials _____

This said puppy is guaranteed to be inoculated with first puppy vaccines, dewormed and micro-chipped. An pre-paid AKC Limited (No breeding rights) puppy registration will be given to the said puppy buyer(s) from the AKC; at final pick-up..

I, Dana Gurzenda of HD Poodles and as the breeder and seller of the above puppy, guarantee puppy to be in good health and temperament at the time of puppy buyer's puppy pick up from breeder's residence. Buyer of said puppy agrees to have a puppy's health checked by a licensed veterinarian within 72 hours of puppy pickup from the breeder's residence, excluding weekends and or holidays. I, as the breeder, will replace said puppy if said puppy is found to be in ill health by a licensed veterinarian and said puppy is returned to the breeder within 72 hours of above veterinarian visit. Said puppy will be replaced only providing the said puppy is accompanied by a written certificate of ill health from the same above licensed veterinarian. If a replacement puppy is not available at the time of return of said puppy, a full refund of the original purchase price will be refunded to the buyer. The breeder will NOT be responsible in any way for any debts or expenses including vet expenses or travel expenses incurred by the said puppy buyer(s) for any reason.

The seller guarantees that both the Sire and the Dam of said puppy have both had the breed specific health clearances performed and certified. These include at minimum: OFA hip or Pennhip hip, OFA Eye, OFA Cardiac. Both parents for this pairing have also been tested and are **clear of the** following genetic diseases: Degenerative Myelopathy, Neonatal Encephalopathy, Progressive Retinal Atrophy- Rod Cone Dysplasia 4, VonWillebrand Disease. This puppy carries a guarantee against **hip dysplasia** and hereditary defects of the **heart** and **eyes** until the age of three years.

The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed.

A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.

B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).

C. Most parasites can be contagious, and it is possible that other dogs in the house can get them.

D. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.

Auto-immune diseases such as Addison's disease, sebaceous adenitis, bloat, seizures, epilepsy and cancers are not covered in our health guarantee. In the event this puppy is determined to have one of the covered genetic health issues the puppy buyer has the right to keep the puppy for the remainder of said puppy's life and the seller will replace the puppy with another puppy if the buyer provides the seller with the following:

1. Copy of the report from OFA indicating moderate to severe hip dysplasia in said dog. Hip Dysplasia MUST be rated by OFA after 24 months to qualify for the health guarantee.

2. Proof of any hereditary defects

3. Genetic eye issues must be determined by a licensed veterinarian ophthalmologist and submitted to OFA.

4. Cardiac issues must be determined by a licensed veterinarian cardiologist and submitted to OFA.

5. Proof of spay or neuter of said dog by qualified veterinarian.

6. Certification from the treating veterinarians that the defects were caused by genetics only without question.

The defects must be determined to NOT have been caused by an accident, poor body health, abuse or obesity.

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Conditions of sale:

(1.) The buyer(s) agrees that if for whatever reason they cannot keep said puppy, breeder must be contacted by phone, email or certified mail and said puppy must be returned back to the breeder in good health with no refund to the buyer(s). Buyer(s) will pay all shipping cost of the return of said puppy.

(2.) This said puppy must at all times throughout its life be provided with adequate housing from inclement weather, an annual checkup by a licensed veterinarian, and required vaccinations, including rabies.

(3.) At NO point in time of said puppy's lifetime is the buyer(s) to give, sell, lend, place, re-home, adopt out, lease or co-own said puppy to any other person, company, corporation, breeder, pet store, animal broker, wholesale dealer, testing lab, animal shelter, puppy mill etc.

(4a.) The said puppy must be spayed/neutered at the appropriate age of 12-24 months, allowing time necessary for their development. By the time the said puppy is 24 months old the buyer must supply the breeder a copy of the veterinarian spay/neuter receipt and a filled out and signed copy of page 8 of this contract. Failure to provide breeder with proper proof of spay /neuter, and a copy of page 8 of this contract signed and filled out by the performing licensed veterinarian of said puppy by the age of 24 months old, will be considered breach of contract and the health guarantee will no longer be valid.

(4b.) Health guarantee of the hips will be void if purchaser spays/neuters puppy before 12 months of age.

(4c.) The said puppy must NEVER be bred or produce a litter either intentionally or unintentionally. A resulting breeding is grounds for forfeiture of said puppy, the health guarantee and a monetary penalty of Six Thousand Dollars (\$6,000.00) charged to the puppy buyer(s) and paid to the breeder within 30 days of breach of this contract. Furthermore the puppy buyer(s) agrees to pay any and all court costs if this contract is violated and litigated. Any suit will be tried in the United States, California and San Bernardino.

(5.) Buyer(s) agrees to pay any and all shipping costs incurred either upon purchasing the puppy or in the event of forfeiture and return of said puppy. Any puppy shipped by air must be provided with no less than counter to counter quality of service.

6.) Said puppy will be registered and is ONLY to be registered with the AKC (American Kennel Club). If you wish to register your puppy with any other registration, you must acquire written permission from breeder. Co-ownership *may* be required for UKC registration.

(7.) For puppies placed as performance-sport partners, therapy dogs or service dog candidates; we do NOT guarantee the ability of the puppy to qualify as a prospect, they are only being placed with the POTENTIAL to do so. HD Poodles tries to give each puppy the best start in life, however there are other circumstances that may contribute to some characteristics of the puppy. Therefore, there is no guarantee of dog size, final color (as many colors fade), temperament, or performance, service dog, hunting ability.

(8.) The Buyer agrees to postpone strenuously forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.

(9.) The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose

(10.) If at any time said puppy dies of natural or unnatural causes, the breeder is to be immediately notified. Breeder has the right to request proof of an examination and or necropsy by a local/nearby licensed veterinarian office.

(11.) If at any point and time in said puppy's lifetime, said puppy is returned to the breeder for any reason, AKC registration papers must at that time be signed off of ownership by the buyer(s) transferring legal ownership of the said puppy and the AKC registration papers to the breeder.

(12.) **A non-refundable** deposit of \$500 is required by the puppy buyer to reserve any puppy of any litter. At any time prior to completion of a sale and delivery of the reserved said puppy, if buyer changes their

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decision to purchase said puppy, the required deposit will not be refunded. Deposits do not expire and can be transferred to future litters, buyer must express which litter to be reassigned to.

In the event that there is no completion of puppy sale due to illness of puppy or death, a full refund of deposit amount will be refunded within 3 days of event to the puppy buyer. Breeder has the right of refusal of this sale of said puppy for any reason at any time before completion of sale and delivery of said puppy. The full deposit will be refunded and supplied to the said puppy buyer(s) within 3 days of the time of the breeder's decision.

(13.) It is understood and agreed that the Buyer(s) by signing this contract, has read and understands the provisions of this contract and will abide by it fully. All parties must sign in all designated areas of this contract. Furthermore, this written agreement/contract constitutes all the conditions of the sale and no verbal statements either before or after the sale will be binding in any way. Failure to comply with all aspects of this contract renders all guarantees null and void.

(14.) The Parties agree that any dispute arising out of this Contract will be heard by the appropriate California court, the parties agreeing that jurisdiction is properly in California.

SELLER'S SIGNATURE: _____ DATE: _____

BUYER'S SIGNATURE: _____ DATE: _____

BUYER'S SIGNATURE: _____ DATE: _____

HD POODLES
STANDARD POODLE BREEDER

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Proof of Spay or Neuter

To whom it may concern,
Please have the licensed Veterinarian that performs the spay or neuter of said puppy
scan for an Fi microchip and fill in the questionnaire below.
(PLEASE CIRCLE ONE)

MALE or FEMALE

Standard Poodle: YES or NO

COLOR:_____

MICROCHIP NUMBER:_____

VETERINARIAN'S NAME, OFFICE ADDRESS AND PHONE No.:_____

VETERINARIAN'S SIGNATURE:

DATE :_____

Thank you very much for taking the time to fill out this form. This will help insure the
breeder that the correct puppy has been spayed or neutered.

Sincerely,

Dana Gurzenda

HD Poodles

hdpoodles@gmail.com

760-301-6773