

SALES CONTRACT

Breeder:	Palo Alto L	abradoodles
Address:	Los Altos,	CA 94022

Phone: 650.455.6613

Email: info@paloaltolabradoodles.com

Buyer Address: Phone: Email:

Definitions used herein include:

"BREEDER" shall herein be defined as: Palo Alto Labradoodles

"BUYER" shall herein be defined as: Buyer "PUPPY" shall herein be defined as: Puppy

Description of Puppy:

Breed: Australian Labradoodle

Sex:

Whelp Date: Color:

Microchip:

Dam: Sire:

Registered Name:

Payment Terms:

Deposit paid via Zelle or Venmo.

Balance by cash or check only no later than 6 weeks.

It is agreed that when the Puppy is in the 8th month of age, she will be neutered or Spayed at Buyer's expense.

 Breeder Guarantees the Puppy will be healthy at the time of pickup. If the Puppy Is deemed unhealthy at the initial Vet visit within 72 hours of pickup, the Puppy may be returned immediately with a written statement from a California licensed veterinarian clearly stating defect or illness must be provided in order for a refund to be due to the Buyer. Veterinary fees and shipping or return expenses are the responsibility of the Buyer.

Minor health ailments, including, but not limited to, fleas, worms, intestinal parasites, umbilical hernias, bite issues, including but not limited to overbites, under-bites, any expenses related to malocclusions, or Base Narrow Canines are not covered by this or any other



warranty and/or stress induced ailments due to the Dog's transition to BUYER'S home are not
considered "life-altering" and do not entitle BUYER to a Full or Partial Refund.
Buyer's Initials here:

- 2. The Puppy will have had age appropriate vaccinations, been dewormed, and examined by Breeders veterinarian prior to transfer to Buyer. Breeder will provide Buyer with accurate and complete heath records of the Puppy.
- 3. It is the Buyer's responsibility to use reasonable judgment with the Puppy. The Puppy shall not be brought to any public placed (pet stores, parks, training classes etc.) until she has completed full cycle of vaccinations due to risk of contagious illness. The breeder's warranty will be null and void if this condition is not met.
- 4. Not included in this warranty are health problems arising from trauma, lameness (OCD), abuse or failure to maintain general heath care of the Puppy. Feeding the Puppy poor quality food is considered a form of abuse.
 Buyer's Initials here:
- 5. Seller guarantees the Puppy is free of any verifiably inherited conditions that are detrimental to the Puppy health. If the Puppy dies or is severely crippled from a documented inherited/genetic life altering condition, prior to two (2) years of age, Breeder will replace the Puppy with one of comparable value as such puppy is available to Breeder. Buyer would be responsible for shipping or transfer costs involved. Breeder is bound by the guarantee if the following conditions are met.
 - a. Breeder must be notified within thirty (30) days of diagnosis of life altering condition or death of the Puppy.
 - b. Request must be accompanied by a necropsy report if the Puppy is deceased, and verifiable diagnosis of the inherited condition in either case, including but not limited to, a statement from a California licensed veterinarian and copies of relevant lab reports or DNA tests.
- 6. The Puppy's general health, hip and genetic guarantee does not apply if any injury, illness, disease, or fatality develops as a direct result of the Puppy being overweight, malnourished, or involved in an accident with related injuries, including but not limited to hip dysphasia, heart disease, joint problems, etc. The Puppy must not ever have been hit by a vehicle or suffered any other Physical trauma capable of causing lameness of any type, for any duration. Any such Trauma will render this guarantee null and void. Any condition of obesity or malnourishment for any duration will render this guarantee null and void. Buyer must be willing to provide Breeder with all veterinary and medical records/history for Puppy prior to a replacement puppy.
- 7. This warranty applies only to original Buyer only.
- 8. Our puppies are all ALAA registered, we have 2 years health guarantee for any genetic illnesses. This guarantee covers the vet fees (up to ½ the purchase price the puppy.



9. Buyer acknowledges that there is no promise (express or implied) that the Puppy will be non - shedding or non - allergenic.

Restrictions:

- 1. We produce a companion dog. BUYER, and/or any subsequent owners have NO breeding rights.
- 2. It is the BUYER'S sole responsibility to ensure PUPPY is de-sexed by no later than 8 months of age. Buyer must provide proof of de-sexing to Seller by no later than 9 months of age. The proof must be from a certified veterinary Hospital, showing the pet's description, breed & Microchip number.
- 3. If proof is not received, Breeder's Health Warranty against genetic disorders will be null and void
- 4. Failure to honor the spay/neuter conditions of this contract or breed this dog will result in liquidated damages as specified below and can result in the breeder's reclaiming the dog without compensation to the BUYER.
- 5. Liquidated Damages: Both BUYER and Breeder agree that the damages resulting from breach of "TERMS OF SALE" paragraph 1 (breeding the dog), and/or breach of "TERMS OFSALE" paragraph 2 (failure to de-sex) of this contract would be difficult to ascertain. As a result, BUYER AND Breeder agree to the following damages as reasonable for the following breaches of contract:

a. If BUYER does not provide proof of Spay/Neuter in accordance with TERMS OF paragraph 2, BUYER shall pay Breeder \$15,000.00. Buyer's Initials here:	SALE
b. If BUYER breeds this dog, or his/her actions cause this dog to produce puppies, ex BUYER is no longer the owner, BUYER will be in breach of this contract and agrees to Breeder \$15,000.00 or \$3,500 for every puppy produced (Whichever is greater), immediately return this dog to SELLER. Buyer's Initials here:	о рау

Buyers Responsibility:

The Buyer must take the Puppy to a California licensed veterinarian within 72 hours of receiving the Puppy.

The Buyer agrees to take good and reasonable care of the Puppy, including but not limited to the following:



- 1. Buyer agrees to follow their California Licensed veterinarian's advice on vaccinations and health tests deemed necessary for a Puppy.
- 2. Buyer agrees to provide routine preventative care including, but not limited to keeping vaccinations up to date and keeping the dog free of internal and external parasites.
- 3. Buyer agrees to feed a premium dog food.
- 4. Buyer agrees to raise the Puppy as an indoor "house dog" and not keep the dog outside in a kennel.
- 5. Buyer agrees to provide daily human companionship and mental stimulation.
- 6. Buyer agrees to secure the best veterinary care and attend to the physical and emotional welfare of this Puppy throughout her life.
- 7. The Puppy shall be given the prefix name of **Palo Alto Labradoodles** when registering with any organization.
- 8. Although this is a commitment for the life of the pet, in the unlikely and unfortunate event that circumstances change so that you are unable to keep your dog, please contact Palo Alto Labradoodles prior to surrendering. Adopted parents may NOT resell, abandon OR rehome said puppy for any reason. Said puppy is to be returned to the original breeder, no questions asked and without a refund.

Conditions:

- 1. Buyer agrees to hold Breeder harmless from any damages (financial or personal) to property or other pets, or persons that may be caused by the Puppy throughout the life of the Puppy.
- 2. Buyer understands that all puppies are capable of exhibiting certain undesirable traits (nipping, chewing, barking, etc.) Buyer is responsible for appropriate training of the Puppy correct and acceptable behaviors. Buyer is responsible for proper socialization of the Puppy.

General Provisions:

The laws of California shall govern any and all actions to enforce, interpret or seek relief for breach of this agreement. Any such action to enforce, interpret or seek relief for breach of this agreement shall be initiated only in the Municipal Court of San Francisco County, California.

The 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.



I have read the above and agree to follow the condition	ns set forth in this agreement:
Breeder: Luis Lozada, Palo Alto Labradoodles	Date:/
Signature:	
Buyer:	Date:/
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