



## SALES AGREEMENT & GUARANTEE

Date: \_\_\_\_\_

Breeder: Oh Doodles LLC (hereinafter "Breeder")

Buyer: \_\_\_\_\_ (hereinafter "Buyer")

Throughout this agreement the Breeder and Buyer are collectively referred to as the "Parties" and any one of them is referred to as a Party.

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

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

Puppy for Sale: Breed: Goldendoodle Sex: \_\_\_\_\_ Color: \_\_\_\_\_

Microchip: \_\_\_\_\_ Register with \_\_\_\_\_

1. Breeder is selling the puppy described above for a total price of \$\_\_\_\_\_ (the "Purchase Price"). The Buyer is paying a deposit of \$\_\_\_\_\_ to the Breeder. The Buyer understands and agrees that the deposit is NON-REFUNDABLE because it is a commitment to buy the puppy. The entire Purchase Price is due when the Buyer receives the puppy, and the Parties agree that the Breeder will not deliver or release the puppy to the Buyer unless the full Purchase Price is paid in full.
2. The Parties understand and agree that the puppy is not, and cannot be, registered with the American Kennel Club because the puppy is a mixed breed.
3. **Health Guarantee:** The Breeder takes pride in producing healthy dogs with wonderful temperaments to loving homes. With regard to communicable diseases or sickness, the Breeder guarantees the puppy's health for 5 business days immediately following delivery. With regard to inherited diseases that prevent the puppy from having a long life, the Breeder guarantees the puppy for 1 year immediately following delivery.

If, within the first year after delivery of the puppy, a qualified veterinary specialist gives a written diagnosis that the puppy has an inherited disease, the Breeder will replace the puppy with another puppy of similar quality upon return of the original puppy. The Breeder is not responsible for any veterinarian bills.

4. The Parties agree that the puppy is bred as a companion animal and pet. The Breeder makes no representation, promise, or other warranty that the puppy is fit for any particular purpose.
5. The Buyer agrees that he or she must have the puppy spayed or neutered within 1 year after delivery of the puppy. The Buyer acknowledges that he or she is not purchasing breeding rights to the puppy and that but for this agreement to spay or neuter the puppy, the Breeder would not sell the puppy to the Buyer at the Purchase Price. As a result, within 1 year after the date of delivery the Buyer must provide the Breeder with proof that the puppy was spayed or neutered. The Buyer agrees that he or she will immediately owe the Breeder \$500.00 if he or she does not provide the required proof within 1 year after the date of delivery. The Buyer further agrees that the Breeder has absolute authority without any further notice to repossess the puppy if the Buyer fails to provide the Breeder with proof that the puppy was spayed or neutered within the first 13 consecutive months after delivery of the puppy.
6. The Buyer agrees that the puppy will live with the Buyer, and the Buyer agrees that he or she is not an agent for another person or business in this purchase.
7. The Buyer must maintain the puppy in an adequate enclosed area and will not allow the dog to roam at will. The Buyer WILL NOT chain or tether the dog in the yard or keep the dog permanently in a kennel since research shows that this causes anti-social behavior in dogs. The Buyer agrees to provide nutritious food for the puppy, as well as all necessary health care by a licensed veterinarian, including but not limited to providing the puppy with the appropriate medications and treatment to prevent and treat heartworms and all standard vaccinations including vaccines for rabies.
8. The Buyer agrees to have a licensed veterinarian check the health of the puppy within 5 business days after delivery of the puppy. This is to ensure the Buyer's confidence in the health of the puppy and to establish a veterinarian relationship. If there is a problem with the puppy's health, please contact the Breeder immediately.
9. The Purchase Price is due in full when the Breeder delivers the puppy to the Buyer. Payment must be in the form of cash, credit card, or Venmo. There is, however, an additional 3 percent charge for using a credit card. Personal checks may be accepted solely at the Breeder's discretion.
10. The Buyer will not sell, give, or release the dog to a pet shop, retail store, dog dealer, animal testing facility, or any agent for any of those entities. If the Buyer wants to transfer the puppy to another breeder, the Buyer must receive the Breeder's permission in writing. The Buyer must require any new owner to follow the terms of this agreement.
11. The Buyer releases the Breeder from any and all liabilities or damages caused by the puppy after the Breeder delivers the puppy to the Buyer. The released damages include

but are not limited to indirect or consequential damages as well as any damage to property or individuals. The Buyer agrees to indemnify and hold harmless the Breeder against any and all claims that arise out of damage caused or allegedly caused by the puppy.

12. Any action or claim brought by the Buyer against the Breeder for breach of this agreement or for loss due to negligence must be brought within 1 year after the date that the claim or loss accrues.
13. Even though the Breeder drafted this agreement, the Parties agree that no rule of construction against the drafter applies and that no presumption of burden of proof or persuasion will be implied to construe this agreement.
14. In the event of any litigation between the Parties involving any party's rights or obligations under this agreement, the prevailing party is entitled to recover its reasonable and necessary attorney fees and all expenses and cost of litigation.
15. If any clause, sentence, provision, paragraph, or part of this agreement is for any reason adjudged invalid, unenforceable or illegal, by a competent authority with jurisdiction, the judgment or holding does not affect, impair, or invalidate the remainder of this agreement.
16. This agreement is the entire agreement between the Parties regarding the sale of the puppy from the Breeder to the Buyer. This agreement supersedes any prior agreement or understanding between the Parties that is related to the puppy. This agreement is binding and inures to the benefit of the Parties' executors, administrators, personal representatives, heirs, successors and assigns. The Parties do not rely on any promise, representation, warranty, or covenant that is not contained in this agreement.
17. The failure of a Party to enforce at any time, or for any period of time, any one or more of the terms and conditions of this agreement does not waive that term or condition in the future, nor does it affect any Party's right to enforce every other term and condition.
18. This agreement may not be modified or amended unless it is modified or amended in writing and all of the Parties sign the modification or amendment.
19. This agreement must be construed, interpreted, and enforced in accordance with the laws of the State of Texas—without reference to its choice of law rules. Further, the Parties agree that any lawsuit between the Parties regarding any Party's rights or obligations under this agreement or regarding the puppy must be filed and litigated in a District Court in Henderson County, Texas. Both Parties irrevocably submit to the jurisdiction of the District Courts of Henderson County, Texas and agree that the District Courts in Henderson County, Texas are the only proper venue for any lawsuit between them regarding this agreement or the puppy.

20. This agreement is effective upon signature by both Parties.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Oh Doodles LLC

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Managing Member

I acknowledge that I received the puppy that is the subject of this agreement into my possession.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_