Magenta Bay Poodles Health Guarantee and Purchase Agreement

This contra	ct is between Magenta	a Bay Poodles (here	after "Seller"/"Breed	der") and	_
(hereafter " understood	Buyer") and is entere to be a companion p	ed on this date: et only and is not be	eing sold as a breed	for the purchase of the following dog, who is ng prospect:	;
Breed:	<u>Poodle</u>	Sex:	Color:	Markings:	
DOB:		Litter Registrat	ion #		
Sire:				Reg. #	
Dam:				Reg. #	
Microchip #	÷				
<u>Definition</u>	of terms:				
condition is environmer Serious lif disfiguration	, to the best of the vental factors such as, be-altering condition n.	eterinarian's knowle ut not limited to, Do n: An illness or phys	dge and experience, og's weight, diet, inj ical condition that re	ecializing in the condition with supporting evidence that the genetic (inherited) in nature and <i>not</i> a result of ury, attending illness, etc. enders the Dog's quality of life to severe pain and suffering only and does NOT include surgical treatment of any kind	g o
1. <u>G</u>	eneral				
a.				and has a final balance	
	of \$	due to Bre	eder by the time the	e dog turns six (6) weeks old. The expected date of	
			The Buyer (understands the deposit is NON-REFUNDABLE because it is	; a
b.	commitment to buy Purchase price. T		the above dog for	a total price of	
c.	the time the dog tu obligation to this bu that is over and about training will carry it the puppy shall be Shipping/transpo	irns six (6) weeks o uyer. If puppy is bei ove the purchase pr is own contract in a due and payable on ort. Shipping or trar	ld. After that time, t ing held by breeder ice stated here, whi ddition to this one. I the same schedule asport fees, including	nip rights to the dog if Buyer does not make full payment the Breeder may sell the dog to another party without furth for additional training, such training carries an additional fact is for the purchase of an untrained puppy only. Addition the case of additional training, the full purchase price of that is set forth in this paragraph.	ner ee nal
	shipping/transporti	•	ponsibility of the Buy	ver and shall be paid in full no less than two (2) weeks bef	ore
d. e.	email scan of the co is to be sent Priorit be released until sign seven (7) weeks of Buyer. In that case	ontract signed by th y Mail through US M gned contract is rec d. After that time, t , Breeder will returr	e buyer is expected lail. Failure to returr eived, provided it is he Breeder may sell n any already-paid p	the breeder by the time the dog turns six (6) weeks old. A upon signing, followed by the physical, signed contract the signed contract will render contract void and puppy will n received no later than one week (7 days) after puppy turn the dog to another party without further obligation to this urchase price to Buyer MINUS the deposit. rchaser and does not transfer if ownership of the dog	at ot ed
f.	changes. No warranties. No	o warranties or quar	antees, expressed o	r implied, are made under this contract except as stated.	
g.	Indemity. Buyer a or liability, the Buy	grees that if his or l er will defend, inder	her actions or failure mnify and hold Breed	to act result in any claim, suit, loss, damage, injury, deat der harmless and will pay all of the Breeder's cost and paid in settlement and any award or judgment.	th,
1		Buyer's Initial	s:	Breeder's Initials:	

- h. Release of claims. The Buyer releases the Breeder from any and all liabilities or damages caused by this dog after date of delivery. These damages include, but are not limited to, destruction of property and or physical damage to any person or animal.
- i. **Limitation of actions.** Any action or claim brought by the Buyer against the Breeder for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
- j. **Jurisdiction.** The Buyer agrees that he or she understands this contract fully and that this contract is in the jurisdiction of the State of New York, in the County of Orange in which the Breeder resides or does business.
- k. **Not liable.** Breeder is under no circumstances liable to the buyer or any third party for consequential, incidental, or special damages resulting from the dog or related to the dog.
- Veterinary care and costs. Upon release of the puppy to Buyer, all veterinary care and its costs are the sole and
 exclusive responsibility of the buyer. Unless required by law, the Breeder is not responsible for any veterinarian bills
 incurred by the Buyer.
- m. **Limitation.** The parties agree that any claim by Buyer for reimbursement from Seller, for any reason, shall be cumulative and that once the agreed upon reimbursement as stipulated in this contract has been reached, Seller has no further liability to Buyer. The parties agree that this warranty is the full and maximum financial liability Seller may owe Buyer.
- n. **Refusal to place.** Breeder reserves the right NOT to place the puppy with Buyer, up to and including the time Buyer comes to take puppy home. In this case, the full purchase price of the puppy, including deposit, will be refunded by Breeder to Buyer within five (5) business days from date of decision by Breeder not to place puppy with Buyer. Any other costs the Buyer incurred (transportation to Breeder etc) are NOT reimbursable and are to be borne by Buyer.
- o. **Mediation and arbitration.** Mediation and arbitration lower any potential legal costs for both the Buyer and the Breeder. If a dispute arises under this contract, the Buyer and the Breeder agree to first try to resolve it with the help of a mutually agreed-upon mediator in the jurisdiction of this contract. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both the Buyer and the Breeder. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Buyer and the Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence of the Breeder, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

2. Breeder's Representations

a. Health quarantee.

- i. Magenta Bay Poodles guarantees that, to the best of the Breeder's knowledge and belief, the puppy is in good health at the time of delivery to Buyer. Puppy has had its first round of immunizations, has been dewormed, and has a spay/neuter contract at the time the buyer takes possession.
- ii. THE PURCHASER IS REQUIRED TO HAVE THIS DOG EXAMINED BY A VETERINARIAN NO MORE THAN THREE (3) DAYS FROM DATE OF DELIVERY OF THE DOG. The Breeder guarantees the dog's health for three (3) days after delivery of the dog to the Buyer in the case of communicable diseases. The buyer has **three (3) days from date of delivery of the dog** to take the puppy to a licensed veterinarian for an examination. If the puppy is not taken to a licensed veterinarian within the three (3) days of date of delivery, the health warranty, in its entirety, is void.
- iii. The Buyer has five (5) days from the time of receipt of dog to request returning Dog for a full refund. Any request to return the dog to Seller for a full refund must be made within this time period and may only be requested should the dog be examined by a veterinarian and found to have a health issue of such serious nature that the quality of life of the dog will be shortened or seriously altered. In that case, the Buyer has the option of returning the puppy to the Breeder, at Breeder's expense, for a full refund of purchase price; or return the puppy to the Breeder at Breeder's expense and take a replacement puppy within twelve (12) months, if available. Further, the buyer has the option of returning the puppy to the Breeder, at Breeder's expense, and waiting for a puppy from the next available litter within twelve (12) months, if one is planned. Under any option, the Buyer will provide a written statement from a licensed veterinarian clearly stating defect or illness.
- iv. Minor health ailments that require minor treatment are NOT covered, as per section 2.b.ix, and do not warrant a return or exchange.

b. Debilitating congenital defects and/or genetic disorders.

- i. **Summary**. Magenta Bay Poodles provides this warranty for two years after the date of birth of the dog against any debilitating congenital defects and/or genetic disorders. If within two (2) years from the date of birth of the dog, a dog is diagnosed by a licensed doctor of veterinary medicine (DVM) with a debilitating congenital or genetic disorder that is a serious life-altering condition which adversely affects the health of the dog, Seller will either replace or refund as set out in sub-section 2.b.xviii below.
- ii. **Notification**. Seller must be notified within five (5) business days of the veterinarian's determination, and the Buyer must supply any requested veterinary records to the Seller within five days of informing the Seller of the defect.
- iii. **Number of exams.** Two independent veterinary examinations and reviews may be required to be provided to Seller confirming the genetic disorder or congenital defect.
- iv. **HD and PRA.** A diagnosis of any hip dysplasia requires a Penn hip report. A diagnosis of progressive retinal atrophy requires the report of a certified veterinary ophthalmologist.

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- v. **Seller's right to second opinion**. Seller reserves the right to obtain a second opinion from a DVM of Seller's choosing, to determine the congenital or hereditary condition. The veterinarian's fee for this examination including any diagnostic tests shall be paid by the Seller. If the dog is incapable of being transported because of being hospitalized, the Buyer's attending veterinarian shall provide all relevant information regarding the case as requested by the Seller's veterinarian. If the Buyer lives 150 miles or less from Seller, failure to produce the dog upon request within four business days of informing Seller of defect will nullify any obligation to replace, refund, or reimburse by the seller unless the dog is hospitalized. If the Buyer lives 150 miles or more from Seller, Buyer agrees to take the dog to a veterinarian of Seller's choosing within 60 miles from Buyer's home.
- vi. **Reimbursement.** In the case of reimbursement, reimbursement of veterinary fees will be provided to Buyer within seven (7) months of receipt of copies of the medical reports. Reports must be on the veterinarian's letterhead and state the treatments provided, and fees for the treatments. Seller will only reimburse for fees directly related to treating the genetic/congenital disorder or condition.
- vii. **Not responsible.** Seller will not be held responsible for the development of faults, diseases, or disorders which are the direct result of environmental factors, vaccinations, or Buyer's negligence.
- viii. **Fees exceed cost of dog.** Buyer understands if they choose to keep the dog and medical treatment expenses exceed the value paid for dog, Seller is not liable for those fees.
- ix. **Does not include.** This warranty does not include viral illnesses, infections, cryptorchidism, improper bites, allergies, orthodontics, hernias, hypoglycemia, fleas, stress-induced diarrhea, Giardia, or Coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, or physical injury. Please note that puppies can stress during moves to new homes, change of diet, too much handling etc. These conditions can bring on things that can be dormant such as, but not limited to, worms, ear mites, Giardia, and Coccidiosis. Every preventative effort has been made by Breeder to head off these problems but it cannot be guaranteed they will not occur. A minor health ailment that requires minor treatment will not alter or shorten the dog's life. **These conditions are all treatable and do not warrant a return, exchange, or reimbursement.**
- x. **Allergies**. The genetic health warranty **does not** cover skin/food/environmental allergies. We have no control of the things your dog may be exposed to such as the food you choose to feed, physical stresses, vaccination combinations or timing of vaccines given, or environmental factors that may trigger allergies.
- xi. **Euthanized.** If the dog is euthanized, or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy or refund.
- xii. **Autopsy.** If the puppy should die from a suspected congenital defect or genetic disorder within 24 months of its date of birth, an autopsy must be performed at the buyer's expense by a licensed veterinarian acceptable to the seller's own veterinarian. If the autopsy shows a congenital defect or genetic disorder as the reason of the death, a written statement from the Buyer's veterinarian must be provided. The Buyer will have the following options:
 - 1) Receive a complete refund of the purchase price of the dog, not including the sales tax, training fees, or any shipping/transport fees. Refund will be provided when the seller's next litter turns 6 weeks old.
 - 2) Receive a puppy of equal value from the next available litter, if applicable, and if a litter is planned and if the Breeder agrees. Because of the small size of the breeding program, Buyer understands there may be a wait of up to twelve (12) months for another litter. If this option is chosen, any shipping or transport fees or training fees will be paid by Buyer. Sales tax will be paid by the Seller. If either another litter is not planned, or the breeder chooses not to place another puppy with Buyer, only the option in clause 2.b.xii.1 in this subsection shall apply.
- xiii. **Undetermined/inconclusive diagnosis.** This warranty is void in the event of an undetermined or inconclusive diagnosis.
- xiv. **Buyer's failure to comply.** This Health Guarantee shall terminate and become null and void if the Buyer fails to comply with any term in this Agreement regarding the care, maintenance, or medical treatments or procedures that the Buyer is responsible for providing to the puppy.
- xv. **Value of puppy.** The value of the puppy for purposes of this Health Guarantee is limited to the Purchase Price only of the puppy, and does not include taxes, shipping, health certificate and veterinarian costs, shipping crate, training fees, or any additional costs or expenses incurred or asserted by the Buyer.
- xvi. **Abuse, trauma, neglect.** If an examining veterinarian should find the dog has been abused, subjected to trauma, or neglected, this guarantee is void in its entirity.
- xvii. **Temperament.** Breeder strives to breed only dogs with outstanding temperaments and warrants that on the date of delivery, this puppy has a sound temperament. No further representation or guarantees are made.

 Temperament issues are not covered under this Health Guarantee as they can be caused by a number of factors outside the control of Seller including, without limitation, lack of training, discipline, or proper dog socialization.
- xviii. **Buyer's options.** In the event all conditions above are met and it is determined that a debilitating congenital or genetic defect is present, the buyer has the following options:
 - n) Return the dog to the seller for a complete refund of the purchase price of the dog, not including the sales tax, training fees, or any shipping/transport fees. Refund will be provided when Seller's next litter turns six weeks old.
 - Return the dog to the seller for a replacement puppy of equal value within twelve (12) months, providing that another litter is planned and providing that the breeder agrees to this option. Because of the small size of the breeding program, Buyer understands there may be a wait of up to twelve (12) months for another litter. If either another litter is not planned, or the breeder chooses not to place another puppy with Buyer, only the options in clauses (a), (d), and (e) in this subsection shall apply. If this option is chosen, any shipping or transport fees or training fees will be paid by Buyer. Sales tax will be paid by the Seller.
 - c) Keep the dog and receive a puppy of equal value from the next available litter within twelve (12) months, if applicable and if one is planned. Because of the small size of the breeding program, Buyer understands

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- there may be a wait of up to twelve (12) months for another litter. If either another litter is not planned, or the breeder chooses not to place another puppy with Buyer, only the options in clauses (a), (d), and (e) in this subsection shall apply. If this option is chosen, any shipping or transport fees or training fees will be paid by Buyer. Sales tax will be paid by the Seller.
- d) Keep the dog and be entitled to receive reimbursement from the seller for reasonable veterinary fees incurred in curing/treating or attempting to cure/treat the affected dog, subject to the limitation that the seller's liability for reimbursement shall not exceed the purchase price, not including sales tax or shipping/transport fees, of the dog. This clause shall apply only if the purchaser's veterinarian and Seller's veterinarian determine the dog's illness can be treated and corrected by procedures that are appropriate and customary. The value of these services is considered reasonable if comparable to the value of similar services rendered by other licensed veterinarians in reasonable proximity to the treating veterinarian. Reimbursement shall not include the costs of the initial veterinary examination fee and diagnostic or treatment fees not directly related to the veterinarian's certification that the animal is unfit for purchase pursuant to this section. Reimbursement will be provided within 7 months of receipt of medical reports.
- If the purchaser's veterinarian and seller's veterinarian determine the dog's illness is incurable, the buyer may either keep the dog or return the dog to the breeder (buyer's choice) and in either case, buyer will be entitled to a full refund of the purchase price of the dog, not including the sales tax or any shipping or transport fees. Refund will be provided when Seller's next litter turns 6 weeks old.
- c. "Raising Your Pup!" class. Breeder agrees to provide, free of charge, a "Raising Your Pup!" class to prepare Buyer for raising their new pup. Class is 1.5-2 hours long and may be held in a group, held in Breeder's training studio or Breeder will give the class over the phone at a mutually convenient time. Completion of this class is mandatory prior to taking possession of the puppy.
- d. **Obedience class(es).** Breeder will offer a large discount on her "Basic Obedience & Manners" group class to Buyer. Group class is held in Breeder's training studio in Congers, NY. If distance does not allow participation, Buyer will bring puppy to a training class run by a professional trainer as outlined below in section 3.f.
- e. **Breeding.** This puppy is **NOT** being sold with breeding rights and **must** be spayed or neutered as outlined below in section 3.g. If your dog is bred, this Health Guarantee shall terminate and become null and void.
- f. **Release of papers.** The Breeder will release and send the registration papers via Priority Mail (USPS) within ten (10) business days to the Buyer upon receiving proof of spaying/neutering/sterilization of the dog.
- g. **Breeder's lifetime commitment.** The Breeder will take the dog back or assist in locating a new home for the dog at any time during the lifetime of the dog. (See section 3.i for full details.) The Breeder will not issue a refund or provide another puppy to the Buyer unless the dog's return falls under the Breeder's Health guarantee.
- h. **Fitness of purpose.** This dog is bred as a companion animal. Although the dog may be capable of excellence in obedience trials, show ring, therapy dog suitability, and others, no warranty is provided by the Breeder as to its fitness for any specific purpose.
- i. **Breed guarantee.** Breeder guarantees this is a purebred dog, offspring of the purebred sire (father) and purebred dam (mother) at the top of this agreement.

3. Buyer's Representations

- a. **Payment.** Payment is due in full no later than when the dog turns six (6) weeks old. Payment must be in the form of cash, cashier's check, or paid via transfer through Zelle.
- b. "Raising Your Pup!" class. Buyer agrees to participate, with all other adult members of their family, in the 2-hour Breeder's "Raising Your Pup!" class, given either over the phone or in a small group. (See section 2.c above.)
- c. **Veterinarian health check.** The Buyer agrees to have a licensed veterinarian check the health of the dog within three (3) days after delivery of the dog. This is to ensure the Buyer's confidence in the health of the dog and to establish a veterinarian relationship. If there is a problem with the dog's health, please see the Breeder's Health Guarantee in section 2
- d. **Buyer's companion.** The Buyer agrees that the dog will be housed inside the Buyer's home, with the Buyer, as his or her companion. Dog is not to live outside for any part of the day or night. The Buyer also agrees that he or she is not an agent for another person or business in this purchase.
- e. **General well-being.** The Buyer will maintain an adequate, reliable, enclosed area outside for the dog's exercise 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. The Buyer will provide keep dog in good health, feed a premium food (high quality food not sold in a supermarket) and provide necessary and routine health care by a licensed veterinarian, including heartworm prevention, flea and tick prevention, and vaccinations including for Rabies. If any preventative care has not been provided, Breeder's Health Guarantee shall be null and void. Buyer agrees to keep dog at a healthy weight and not allow the dog to become overweight, as this may contribute to hip dysplasia and other health issues. The puppy should not participate in strenuous or repetitive exercise in the first year of life, as this can be detrimental to bone development and can contribute to issues such as hip dysplasia.
- f. **Obedience Training.** Buyer agrees to take puppy through a minimum of a 6-week Puppy/Beginner Obedience class given by a **professional**, **certified trainer** (certified at least CPDT-KA) who is either a "positive" trainer or a "balanced" trainer. Buyer further agrees that the trainer they choose is a **professional** trainer, **not** a store trainer (such as in the chain pet stores) or boarding kennel trainer. Buyer will have the opportunity to go through group class "Basic Obedience & Manners" Training with Breeder in her training studio at a heavily discounted rate.

Buyer's Initials:	Breeder's Initials:	,

- g. **Spaying/neutering/sterilization.** This dog is being sold as a **companion pet only** and has a spay/neuter contract.
 - i. Age. Buyer will engage a licensed veterinarian to neuter/sterilize the male dog no later than the age of eighteen (18) months or the female dog no later than three (3) months after her first heat cycle. In no case is any dog to be sterilized before the age of six (6) months. Because of the serious health and structural risks to your dog with early sterilization, if you choose to sterilize your dog before the age of six (6) months, the Breeder's Health Guarantee shall immediately terminate and become null and void. Sterilization must be done by traditional spay/neuter, or ovary sparing spay, or vasectomy.
 - ii. Documentation. Once sterilization procedure is performed, documentation must be sent to Breeder on veterinarian's letterhead verifying the procedure and showing the dog's name, date of birth, microchip number, and owner's name, plus copy of the receipt and veterinarian's phone number to follow up about the procedure. Permanent ownership of this dog is contingent upon your compliance with the spay/neuter agreement. Proof of spay/neuter must be received by the Breeder within fourteen (14) days after the surgery. It is the responsibility of the Buyer, not the veterinarian, to ensure that Magenta Bay Poodles has received verification that the surgery has been performed.
 - iii. **Breeding**. In purchasing a puppy from us, you agree to enter a spay/neuter contract agreement. This means that you agree to spay/neuter the pup before the ages specified in this subsection 3.g.i. Buyer understands that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. Buyer also agrees that should puppy not be spayed/neutered by age specified in subsection 3.g.i, Buyer will return said puppy (at Buyer's expense) back to the seller/breeder with no refund or will be required to pay the Breeder the dog's full purchase breeding value, which can be 5 times higher than the purchased pet value as specified below in section 3.g.iv. Breeder sells pets for companion purposes **only**. If your dog is bred purposely or accidentally, Breeder's Health Guarantee shall terminate and become null and void.
 - iv. **Failure to spay/neuter.** Proof of spay/neuter/sterilization will be provided to the Seller no later than the male dog's eighteen (18) month birthday, or the female dog's fourteen (14) month birthday. If proof is not received by the required date, Seller's genetic health warranty portion of the contract will be null and void. Failure to comply with the spay/neuter agreement by the age required in section 3.g.i, unless otherwise agreed to in writing, will be considered a breach of the Contract, and Buyer will transport or pay to transport this dog back to Magenta Bay Poodles at Buyer's cost and will not be entitled to a refund. If dog is not spayed/neutered/sterilized by required age and is not returned to Breeder, Buyer will be required to pay the Breeder the dog's full purchase breeding value, which can be 5 times higher than the purchased pet value. If dog is bred, accidentally or purposefully, Buyer will be required to *immediately* return dog to Breeder at Buyer's own cost; will be required to pay the Breeder the dog's full purchase breeding value, which can be 5 times higher than the purchased pet value; will be required to pay the Breeder all monies Buyer received from the sale of any puppies already sold; and will not be entitled to any refund. All puppies born from any breeding, accidental or otherwise, will become the property of Magenta Bay Poodles. If necessary, legal action will be taken to collect damages and fees and Buyer will be responsible for all legal fees for both Seller and Buyer.
 - v. **Dog's health does not allow spay/neuter.** In the event that the dog's health does not allow the spay/neuter agreement to be honored, Magenta Bay Poodles must be provided with a written statement of explanation from your veterinarian, on his/her letterhead, as to why the this dog cannot be spayed/neutered by the age required in section 3.g.i. Based upon the veterinarian's evaluation of this dog, the Buyer will contact the veterinarian and establish the earliest date that the procedure can be performed. Buyer will notify the Breeder of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced.
- h. **Distemper combination vaccines.** After the age of one (1) year, and for the remainder of the dog's lifetime, Buyer agrees to have their licensed veterinarian perform titer testing in lieu of the distemper combination booster vaccine. Only if the titer test shows low or no immunity should the vaccine booster be given.
- i. **Transfer of ownership.** The buyer agrees to contact Magenta Bay Poodles *immediately* via phone, email, or writing, if the buyer determines they are unable to keep, or properly care for, their dog for any reason at any point in the dog's life. This must be done **BEFORE** the dog is placed into a new home. Buyer will **not** transfer the dog to another owner without the Breeder's permission *in writing*. The buyer and Magenta Bay Poodles will determine how the dog will be rehomed. If Buyer finds a suitable home, Breeder MUST agree with the placement BEFORE a transfer is made. Breeder MUST speak with potential new owners before transfer is made. Breeder requires a right of first return or reclamation; that the puppy be returned to us if you cannot keep him or her. **You are not free to sell or give the puppy away to another family member, or anyone, without receiving written permission from us first. The Buyer will not sell, give, or release this dog to a shelter, pound, or similar facility; pet shop; retail store; dog dealer; animal rescue; animal testing facility; research facility; research laboratory; or any agent for these.**

4. Entire Agreement

This contract represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises, or representations, verbal or implied, unless specifically stated below in this section in this written agreement. The Breeder and the Buyer each receive one copy of this agreement signed by both.

Buyer:		Date:	
Breeder:		Date:	
5	Buyer's Initials:	Breeder's Initials:	

5. Buyer, upon receipt of puppy if picked up in person:

I acknowledge that I have received the p	ppy into my possession.
Buyer:	Date:
6. Contact Information For The	<u>Breeder And the Buyer</u>
Breeder	
Kennel Name: Magenta Bay Poodles	
Breeder's Name:	
Phone:	E-Mail:
Address:	
City/State/Zip:	
Buyer	
Home Phone:	Cell Phone:
E-Mail:	
Address:	
City/State/Zip:	