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## Contract & Health Limited Warranty

This agreement is between (Seller) Jacqueline Gordy dba **Barksdale Labradoodles, L.L.C.** and:

(Buyer) \_\_\_\_\_ / \_\_\_\_\_

It is agreed between Seller and Buyer as follows:

### 1. DESCRIPTION OF DOG

The dog sold pursuant to the terms of this agreement is as follows: Sex: \_\_\_\_\_ \*, Whelped: \_\_\_/\_\_\_/\_\_\_\_\_, Sired by \_\_\_\_\_ out of \_\_\_\_\_

Microchip # \_\_\_\_\_ Tattoo # \_\_\_\_\_

\*Barksdale Labradoodles are to be Early Spay Neuter before delivery to buyer (except for the sale of breeding Labradoodles).

### 2. CONDITIONS OF SALE

Seller guarantees that at the time of delivery, the dog is in good health. Should the dog be found to be in poor health of a serious nature, Seller will provide Buyer with a replacement dog from another litter after the dog is returned to Seller at Buyers expense or a full refund of the purchase price of the dog. Shipping and other related fees will not be refunded.

The following conditions apply to the sale of the aforementioned dog:

- A. The Buyer has five (5) days from the time of receipt of dog to have the dog examined by a Doctor of Veterinary Medicine. Any request to return the dog to the Seller for a full refund must be made within this time period and may only be requested should the dog prove to be sick upon arrival. Proof of examination must be provided to the Seller. This guarantee will be terminated immediately if the dog is not examined within the allotted time.
- B. A warranty against all serious life altering genetic disease is provided for two years after the date of sale. Should a genetic disease be discovered during this time that will greatly shorten the life of, or greatly alter the dog's quality of life, Seller will then provide Buyer with a full refund of purchase price only upon the return of the dog.
- C. A warranty for HD is provided for two (2) years from the date of sale. This warranty will be terminated should the dog be allowed to become overweight or should the developing joints be overstressed at any point during the warranty period. Should the dog be found to have HD within its first two years, Buyer must provide Seller with proof in the form of documentation from PennHIP. We reserve the right to confirm the results before a replacement or refund is provided. Replacement or refund will only be provided if the dog is returned to Seller at the Buyers expense.
- D. Buyer agrees to give Seller first right of refusal to have dog returned to Seller, or allow Seller to re-home dog should it become necessary at any point during its life. Seller will pay Buyer 1/2 the purchase price once the dog is returned to Seller at the Buyers expense. The Seller may also have the option to negotiate a price for the Buyer with the new family where the dog is to be re-homed.

- E. Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential, incidental or special damages resulting from or in any manner related to the dog.
- F. Upon execution of this contract all veterinary care and its associated costs are to be the sole and exclusive responsibility of the Buyer.

**3. MAINTENANCE**

Buyer agrees to maintain this dog in good health, provide routine preventative care including, but not limited to, inoculation, internal and external parasites, and preventative medication. Veterinary records must be provided to breeder if requesting refund or replacement. If any of the above preventative care has not been provided, the health warranty will be void.

**4. FULL AND FINAL AGREEMENT**

The parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the dog described above.

➔ Agreement must be signed and returned by \_\_\_\_/\_\_\_\_/\_\_\_\_,  
or warranty is void and the Seller is released from all contractual obligations.

SELLER'S signature and date:

\_\_\_\_\_ /\_\_\_\_/\_\_\_\_

BUYER'S signature and date:

\_\_\_\_\_ /\_\_\_\_/\_\_\_\_