

# RED CARPET DOODLES

## CONTRACT AND BILL OF SALE

Red Carpet Doodles \* R.T. & Jewels Macki

51 N. 3300 E.

Rigby, Idaho 83442

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Phone: 208-521-5578

www.redcarpetdoodles.com

<b>Birth Date: 8/7/2018</b>	<b>Breeding Rights: NO</b>
<b>Breed: Golden Mountain Doodle</b>	<b>Sex:</b>
<b>Sire: "Oakley"</b>	<b>Dam: "Bella"</b>
<b>Adoption Price: \$1500</b>	<b>Microchip:</b>
<b>Shipping/Delivery:</b>	<b>Final balance due:</b>
<b>Buyer name(s):</b>	<b>Date puppy delivered:</b>

**SPAY/NEUTER AGREEMENT:** This puppy is being sold as a companion pet only, not for breeding or show purposes. Buyer is obligated to MANDATORY spay/neuter the dog as described herein. Buyer agrees that this dog shall be spayed/neutered by **8/7/2019** (equivalent to one (1) year of age) and evidence of said neuter/spay is required to be provided to Seller in writing via email or postal mail within seven (7) days of said procedure. We require that the proof of spay/neuter be on veterinary hospital letterhead, showing the puppy's name, date of birth, and microchip number. Buyer agrees that the dog will not produce a litter of puppies, either as purposely bred or by accidental breeding and by causing or allowing the dog to do so, terminates any health guarantee herein and Seller reserves the right to reclaim the puppy without any compensation to Buyer, and/or a \$15,000 breeding fee will be owed to Seller immediately. If necessary, legal action will be taken to collect damages and fees with Buyer being solely responsible for all legal fees to enforce this pet, non-breeding agreement.

**PREVENTATIVE HEALTH & NUTRITION:** Buyer agrees to keep the puppy in good physical condition with regularly scheduled vaccinations, dewormings, flea, tick and heartworm prevention and to provide proper shelter, exercise, fresh water, dog food, treats, pet care products and nutritional supplements as described herein.

It is required for Buyer to continue feeding the puppy *Life's Abundance* holistically-formulated premium dog products for at least the first two (2) years of the puppy's life to ensure proper development and overall well-being to qualify for Seller's health guarantee. Seller simply cannot guarantee the overall health of the puppy if it is provided poor nutrition and consumes harmful preservatives and chemicals. While genetics account for only 35% of a dog's performance, the remaining 65% is management, training, and nutrition. We strongly caution you to never feed a "grocery store" brand for the entire life of your dog to ensure longevity and long-term health of your dog. An ounce of prevention is worth a pound of cure!

**HEALTH GUARANTEES:** Seller is in compliance with all local, state, federal laws, as well as AKC regulations and makes every effort to ensure that the puppy is healthy and free of all communicable diseases at the time of transfer. We will not allow a puppy to leave until we are certain that the puppy is ready for the trip to your home and has passed a licensed veterinary health inspection, is free from any illness, and is eating quite well on its own. Your new puppy **MUST** be examined by a licensed veterinarian within **3 days** of receiving your puppy. However, any exam performed by a vet belonging to the Banfield network (PetSmart/Petco) will VOID this guarantee in its entirety due to their reputation of financial abuse of new puppy owners. Should your vet discover an illness or congenital defect at this time, a replacement or full refund of the purchase price (not including shipping) will be given provided the puppy is returned with a written statement from the vet stating the nature of their findings. It is the Buyer's responsibility to return the puppy along with all registration papers and other puppy care and full package contents. **SELLER SHALL NOT BE RESPONSIBLE FOR ANY MEDICAL EXPENSES THAT BUYER HAS INCURRED.**

Your new puppy has been given vaccines that were delivered to us in cold pack and were immediately transferred to our refrigerated storage until the vaccine was used and the coordinating label placed in your puppy's vaccination booklet

Buyer's initials \_\_\_\_\_

following the manufacturer's instructions. All vaccines are NOT created equal; therefore, you or your vet may notice a different schedule has been followed according to the specific vaccination administered. Because over vaccination can cause serious health consequences, any vaccination given before your puppy is actually due for its next vaccine will VOID this guarantee in its entirety. All of our puppies have completed their regimen of immunization to their age-appropriate vaccination schedule at time of delivery. It is the Buyer's responsibility to set up an ongoing appropriate vaccination schedule with your vet. We assume no responsibility for any illness to other household pets resulting in being exposed to your new puppy.

Seller cannot guarantee the puppy against illness or opportunistic parasite brought on by the stress of moving (from our house to yours), shipping, or motion sickness resulting from being transported. This stress can ignite illnesses and opportunistic parasites such as hypoglycemia (sugar drop) or coccidia (dormant in most live animals), giardia, kennel cough (upper respiratory), etc. Seller also does not guarantee the puppy to be "worm-free" as this is an on-going process that, once the dog is out of our control, is responsibility of Buyer. These are easily and economically treated and should they occur. **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.**

Seller warrants the health of the puppy for the first two (2) years of life against genetic life-threatening genetic defects involving the heart, liver and kidneys. Life-threatening is defined as a genetic abnormality/disorder that will eventually cause the early death of the dog with life expectancy of less than 5 years either by the progression of the disease or by recommended euthanasia unless extensive medical care and surgery are performed beyond the cost of said puppy. Guarantee is for the first two (2) years of life only, and all claims must be submitted before puppy's second birthday. The dog must NOT breed before the age of two (2) years otherwise this contract is NULL and VOID as to any guarantees. Seller also warrants this dog will be free against congenital hip dysplasia for the same time period. If during this time frame, a replacement puppy is deemed necessary due these items, the Buyer has the option of a replacement puppy of equal value from a future litter whenever they are ready for one. Shipping/delivery expenses are not included in a replacement situation.

In the unlikely event that a death occur, a necropsy must be performed by a licensed veterinarian and a copy of the report forwarded to Seller for review by Seller's veterinarian before determining if a replacement is to be made. If our veterinarian concurs that the puppy did indeed pass away due a genetic defect, we will replace your puppy as soon as one is available. All expenses are at Buyer's expense including the licensed veterinarian tests, professional diagnosis and necropsy, if applicable, as well as the return shipping and shipping of the replacement puppy. If the puppy becomes ill and the owner has the puppy euthanized without our prior consent, no replacement will be made. If the Buyer declines a replacement puppy, then Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims, obligations or duty on this agreement. **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.**

This guarantee does NOT cover any costs associated with spaying or neutering, nor does it cover injury or death from any routine surgical procedure. Further, this guarantee does not cover any of the following conditions or minor flaws: coccidiosis, giardia, hypoglycemia, kennel cough, pneumonia, upper respiratory conditions, ear mites, ear infections, skin mites, mange (sarcoptic demodectic or cheyletiella), cherry eye or any other non life-threatening eye, skin, or tissue issues, allergies, over or under bites, herniations, a non life-threatening open fontanel, non life-threatening bone or joint disorders such as but not limited to luxating patellas and heart murmurs that are not life threatening. Seller cannot guarantee size, color, temperament or fertility (including presence of testicles) of any puppy. Seller cannot guarantee size or conformation and does not imply or intend to imply any potential and/or prospect of show quality of any puppy. In addition, Seller cannot guarantee that declaws will not re-grow and will not be responsible for any vet charges the Buyer may incur in removing dewclaws or tail docking. **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.**

**FIRST RIGHT OF REFUSAL:** Buyer agrees that the puppy will never be sold, leased or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. In the event Buyer decides they can no longer care for the dog, wishes to sell, transfer ownership, give the puppy/dog away, the Buyer agrees to notify Seller immediately and Seller is to be given the "FIRST RIGHT" of refusal. If Seller exercises this right, ownership shall be legally transferred to Seller and once Seller has found an appropriate home for the dog, half of what it is resold for will be returned to Buyer. All registration papers, immunization papers, microchip registration papers, etc. must be returned with the puppy and cost of shipping shall be at Buyer's expense. If Buyer has problems with AKC resulting in loss of privileges, the Buyer must immediately contact Seller and transfer the dog and registrations to Seller until said problems are resolved satisfactorily.

**MISCELLANEOUS:** Seller may accept credit cards as a convenience to Buyer. Buyer agrees that no charge backs or disputes will be filed through a credit card company or financial institution for ANY REASON. In the event of legal action

Buyer's initials \_\_\_\_\_

necessary to enforce the obligations on the Buyer by the Seller the Buyer shall be responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees, court costs, and travel fees.

The pictures which Seller emails to Buyer are of a professional quality, taken by a professional. Buyer does not have permission to alter these photos in any way, nor does Buyer have permission to attempt to resell any puppy acquired from Seller using any of these pictures.

**ABUSE/NEGLECT:** In the event that the dog is mistreated, neglected, abused in any way, kept outside in extreme heat or extreme cold conditions, kept on wire flooring, Seller has the right to rescue the dog immediately, with no notice or compensation to Buyer. Buyer shall voluntarily surrender the dog, and any kennel club registration, microchip records, and health records.

THIS DOCUMENT IS A LEGALLY-BINDING DOCUMENT. ANY COURT COSTS AND ATTORNEY FEES NECESSARY TO ENFORCE THIS CONTRACT SHALL BE PAID BY BUYER IN THE STATE OF IDAHO AND THE LAWS OF THE STATE OF IDAHO COUNTY OF JEFFERSON, UNITED STATES OF AMERICA WILL GOVERN THE INTERPRETATION OF THIS CONTRACT.

THIS GUARANTEE APPLIES TO ORIGINAL BUYER ONLY, AND IS NOT TRANSFERABLE. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

I, the Buyer of a puppy from Red Carpet Doodles, hereby acknowledge that I have received a copy of this contract and acknowledge by signing below, that I have read, understand and agree to the terms of this contract in its entirety.

**DATED:** \_\_\_\_\_ **Buyer(s) Signature(s):** \_\_\_\_\_  
**Printed name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Two Phone numbers:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Seller Signature:** \_\_\_\_\_  
**R.T. Macki/Julie Macki**

Buyer's initials \_\_\_\_\_