



# AGREEMENT, HEALTH GUARANTEE & BILL OF SALE

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|---------------------------|---------------------------------------|
| <b>Breeding Rights:</b>   | <b>Adoption Price:</b>                |
| <b>Birth Date:</b>        | <b>Non-Refundable Holding Fee(s):</b> |
| <b>Sex:</b>               | <b>Microchip:</b>                     |
| <b>Color &amp; Breed:</b> | <b>Opt. Snuggle Puppy (\$40):</b>     |
| <b>Dam:</b>               | <b>Shipping/Delivery Fee:</b>         |
| <b>Sire:</b>              | <b>Final Balance Due:</b>             |
| <b>Buyer name(s):</b>     | <b>Possession Date:</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 \_\_\_\_\_ (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 \$25,000 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.

**HEALTH TESTING:** As responsible breeders, we have worked diligently to eliminate known hereditary defects from our bloodlines. On rare occasions, any top breeder can have a puppy that presents a medical problem. We are meticulous with regard to all details in the raising of our puppies and the health and well-being of the puppies entrusted to our care is paramount!

- Your new puppy's parents have been health tested. Breeder health tests for most of the currently identified hereditary diseases in the particular variety of the poodle breed as recommended by the parent club (Poodle Club of America) of the American Kennel Club aka AKC. Should Buyer choose to perform additional genetic testing on the puppy (including breed identification, genetic, coat, color), Breeder specifically excludes the product of those test results and shall not be held responsible in any way. This includes the presence of 1 or 2 copies of CDDY-IVDD or CDPA as these 2 genes are set in the toy poodles and mini poodles (85-90% of all toy and miniature poodles).
- Our pet/companion quality puppies may have conformation flaw(s) that would disqualify them from entering a show ring or would not be suitable for breeding. Some of these flaws could include obvious conformation issues such as improper body proportion, ear set, undescended testicle(s), patellar luxation not requiring surgical intervention), mild malocclusions (over, under, crossbite or base narrow canines), hernia, carrier of a genetic condition (not affecting the puppy), etc. We ultimately strive to produce "perfect" puppies by starting with health-tested and "conformation-perfect" moms & dads, but even then mother nature has the final say as they are living creatures.

**TRUPANION PET INSURANCE:** Within 24 hours of taking possession of the puppy, Buyer will be provided with a certificate for a 30-day trial of Pet Insurance with Trupanion. If Buyer fails to timely activate the 30-day trial, the 48 hour warranty contained in this Agreement is VOID. Continued service with Trupanion beyond the 30-day trial is not required for compliance with this provision. *Florida residents ONLY: No deductibles, no waiting periods, extended activation opportunity starting at the date your deposit is placed.*

**48 HOUR WARRANTY:** Within forty-eight (48) hours (or two (2) business days) of Buyer taking possession of the puppy, the puppy must be examined by a licensed veterinarian. If the puppy is not taken to a licensed veterinarian within this time frame, then the 48 hour health warranty is void. Any exam performed by a vet belonging to the Banfield network (PetSmart/Petco) will void this warranty in its entirety due to their reputation of financial abuse and manipulation of new puppy owners. Breeder holds the right to have the puppy re-examined by our veterinarian to validate any diagnosis. Any vet expenses incurred by Buyer will not be refunded.

**HEALTH GUARANTEE:** Unfortunately, after leaving our care a puppy may become medically compromised in a variety of ways. These include physical injury, hypoglycemia, neglect, extreme environmental conditions, or exposure to pathogens. Even the most preeminent breeder could potentially have a puppy that develops and/or displays symptoms of a medical nature. These are conditions well outside the realm of reasonable care or prevention and the potential of this atypical situation has facilitated the formulation of our extensive guarantee process.

1. **Congenital Defects.** Breeder warrants the health of the puppy for one (1) year to be free of: cataracts, epilepsy/seizures, tracheal collapse, and any heart, kidney and liver ailments. If Buyer's veterinarian determines that the puppy has a life threatening hereditary defect, Buyer must notify Breeder of the defect in writing of the determination. A statement setting forth such defect from Buyer's diagnosing veterinarian, on the veterinarian's letterhead, must be forwarded to Breeder. Breeder reserves the right to have the puppy examined by a veterinarian of Breeder's choice to validate any diagnosis of life threatening hereditary diseases at Breeder's expense; all other veterinary and transportation expenses are Buyer's obligation. If Breeder's veterinarian verifies the life threatening defect in accordance with the above provisions, Breeder will reimburse Buyer for veterinary expenses related to the defect up to the purchase price of the puppy if Buyer retains ownership of the puppy. Any shipping fees will not be refunded.
2. **Exclusions.**
  - a. **Stress-Related Illnesses.** Breeder 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 such as hypoglycemia (sugar drop) and opportunistic parasites such as coccidia (dormant in most live animals), giardia (also dormant in most live animals). Something that may also show up when a puppy is taken to a new environment is kennel cough. Unfortunately, this is common and is self limiting and like the common cold, it must run its course. Even though we vaccinate puppies at 3 weeks old for bordatella, it does still happen, which can be incredibly frustrating. Breeder also does not guarantee the puppy to be "worm-free" as this is an on-going process that, once the puppy is out of our care, is the sole responsibility of Buyer. These conditions are easily and economically treated. Any expenses incurred by Buyer will not be refunded.
  - b. **Hypoglycemia.** All smaller breed puppies are extremely susceptible to hypoglycemia. This is especially true for those puppies that may be smaller than a typical toy such as a "teacup" or "tiny toy". Breeder will provide to Buyer detailed instructions relative to the prevention of, and treatment of hypoglycemia. For this reason, Breeder will never accept any liability for any losses of any nature as a result of this condition.
  - c. **Other exclusions.** 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: upper respiratory conditions including kennel cough, 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 (not requiring surgical intervention) and heart murmurs that are not life threatening. Breeder cannot guarantee size, color, temperament or fertility (including presence of testicles) of any puppy. Breeder 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, Breeder cannot guarantee that dewclaws will not re-grow and will not be responsible for any vet charges the Buyer may incur in removing dewclaws or tail docking.

**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. Administering an internal flea medication, using Comfortis, Trifexis Flea & Tick products will void all guarantees. You can use Frontline Plus or Advantix (both topical), or you can use a Seresto collar for tick prevention.

**EXTENDED 5- YEAR HEALTH GUARANTEE:** Animal health and safety is Breeder's top priority! Only feeding the puppy *Life's Abundance* holistically-formulated dog food, treats and supplements is required as part of your pet's *extended health guarantee*. The health guarantee will be extended to the puppy's 5<sup>th</sup> birthday if Buyer keeps the puppy solely on this brand of dog food. However, under no circumstances will the health guarantee last longer than the dog's 5<sup>th</sup> birthday or will the health guarantee continue if Buyer otherwise fails to comply with the terms of this Agreement. Breeder simply cannot ensure 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/club store" brand for the entire life of your dog to ensure longevity and long-term health of your dog!

**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 Breeder immediately and Breeder is to be given the "FIRST RIGHT" of refusal. If Breeder exercises this right, ownership shall be legally transferred to Breeder and once Breeder 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.

**MISCELLANEOUS:** Any dog that has sired or whelped one or more puppies is no longer covered under this Agreement.

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

The pictures which Breeder provides 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 Breeder using any of these pictures. Further, Buyer gives permission to Breeder to share any and all photos shared with Breeder for the purposes of advertisement.

**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, Breeder 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 agreement and hereby acknowledge by signing below, that I have read, understand and agree to all the terms of this contract in its entirety.

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

**Physical & Mailing Address:** \_\_\_\_\_

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

**Breeder Signature:** \_\_\_\_\_  
**Reino & Julie Macki**