



# AGREEMENT, HEALTH GUARANTEE & BILL OF SALE

**Reino & Julie Macki**  
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<b>Breeding Rights: NO</b>	<b>Adoption Price:</b>
<b>Birth Date:</b>	<b>Non-Refundable Holding Fee: \$500</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:** 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), mild 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 beings.

This puppy is being sold as a companion pet only, not for breeding or show purposes. Buyer is obligated 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 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 all health guarantees.

**TRUPANION PET INSURANCE:** Within 24 hours of receiving the dog, Buyer will be provided with a certificate for a 30-day trial of pet insurance with Trupanion. If Buyer fails to timely activate this insurance, the Initial Wellness Guarantee contained in this Agreement is VOID. Continued service beyond the 30-day trial is *not* required for compliance with this provision. *Florida residents ONLY: No deductibles, 50% starter payout, extended activation opportunity starting at the date your dog deposit is placed. New York residents ONLY: Choose your own deductible, seamless coverage.*

**INITIAL WELLNESS GUARANTEE:** The dog has been examined by Breeder's veterinarian and Breeder and dog is in good health of the date of this Agreement. Within seventy-two (72) hours (or three (3) business days) of Buyer taking possession of the dog, the dog must be examined by a licensed veterinarian for a wellness exam. If the dog is not taken to a licensed veterinarian within this time frame, this Initial Wellness Guarantee is void. There should be no vaccines or treatments given at this first visit and Buyer agrees to not allow their veterinarian to restart the dog's vaccination series. Breeder has carefully administered the dog's vaccinations as recorded in the vaccination record provided according to the recommended schedule of the manufacturer of each vaccine.

## 1. GUARANTEE INCLUSIONS:

- a. If the examining veterinarian discovers anything that is life-threatening, it can be exchanged for another dog of equal value, if available, or a dog from another litter of equal value will be given as soon as it is available within one (1) year. A written diagnosis from the examining veterinarian must be submitted to Breeder and the dog must be returned within this Initial Wellness Guarantee period. Breeder reserves the right to request a second opinion from a veterinarian of their choice in the local area of Buyer or via phone consult with a veterinarian in any location. If a replacement cannot be provided within this time period, a refund of the adoption price of the dog will be given. Any travel and/or veterinarian expenses incurred by Buyer will not be refunded by Breeder. Any veterinarian expense claims shall be submitted to Trupanion Pet Insurance for reimbursement.

## 2. EXCLUSIONS:

- a. **Banfield Network.** Any exam performed by a veterinarian belonging to the Banfield Network (PetSmart/Petco) will void this guarantee in its entirety due to their reputation of financial abuse and emotional manipulation of new dog owners.
- b. **Illnesses.** The dog has been examined at approximately six weeks of age by Breeder's veterinarian and common dog illnesses/issues have been addressed and preventative measures proactively taken. Common dog ailments, such as worms, mites, fleas, ticks, urinary tract infections/stones, etc. are excluded. Also excluded are illness or common opportunistic parasites brought on by the stress of changing environment, shipping, or motion sickness resulting from being transported. This stress can ignite opportunistic parasites such as coccidia (dormant in most live animals), giardia (also dormant in most live animals), and occasionally upper respiratory infections, etc.
- c. **Minor Flaws & Illnesses Of Unknown Origin.** Non-life-threatening eye, skin, tissue, allergies, herniations, cryptorchidism, malocclusions, mild luxating patellas and open fontanels. Any illness due to the ingestion of foreign objects, food, plants, chemicals or other items, physical injury or issues whose cause is unknown or may have an environmental link or illnesses from unknown causes.
- d. **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 size dog. For this reason, Breeder will never accept any liability for any losses of any nature as a result of this condition. *Any signs of depression, lethargy, lack of appetite or desire to drink water, diarrhea (particularly with blood and/or mucous), or vomiting must be reported to your veterinarian immediately!*

**ONE-YEAR HEALTH GUARANTEE:** Even though Breeder has worked diligently to carefully monitor the dog's development and has performed testing to help reduce risk of disease and conditions that negatively impact health and quality of life, Buyer understands that dogs are living beings and that these factors alone are not a guarantee that the dog will ever have any illness or any health condition. Because there are other factors that impact a dog's development, (i.e., *nutrition, environment, activity levels, trauma etc.*), Breeder has developed this extensive guarantee process.

## 1. GUARANTEE INCLUSIONS:

- a. **Eye Defects.** Genetic defects of the eye causing progressive blindness and/or requiring surgery to prevent blindness, as diagnosed by a board-certified veterinary ophthalmologist. Also included is prolapsed gland of the nictitans (cherry eye) and entropion.
- b. **Cardiac Disorders.** Cardiac disorders of clearly genetic origin requiring surgery or that after treatment is life-threatening or greatly diminishes the dog's quality of life, as diagnosed by a board-certified canine cardiologist.
- c. **Genetic Tested Disorders.** Breeder has worked diligently to eliminate known genetic defects from their bloodlines. Breeder tests for most of the currently recommended hereditary diseases appropriate to the respective poodle variety by the parent poodle club (Poodle Club of America) of the American Kennel Club. Dog's parents have been health tested. Should Buyer choose to perform any additional testing not specifically included in these test results (*including breed composition, health, coat, color, trait, etc.*), Breeder specifically excludes the product of those results and Buyer shall not hold Breeder responsible in any way. This includes the dog being a carrier (having 1 copy of a genetic disease or trait) and the presence of one or two copies of CDDY-IVDD as this gene is "set" in the smaller poodle varieties (85-90% of all toy and miniature poodles).
- d. **Patellar Luxation.** Severe luxating patella(s) as diagnosed by a licensed veterinarian. Severe patellar luxation is defined as patellar luxation requiring surgical intervention. Dogs that are at any point overweight or that incur injury to bones or joints from over-exercise, trauma, or may have an environmental link are explicitly excluded from guarantee of severe patellar luxation. All requests and submission of documentation shall be submitted to Breeder by Buyer within thirty (30) days of diagnosis. Buyer must show proof of healthy weight by having their veterinarian evaluate the dog's body condition score at all veterinary visits.
- e. **Hip Dysplasia.** Hip dysplasia is multigenic and multifactorial. Moreover, dogs can have signs of osteoarthritis or hip dysplasia on an X-ray, but those dogs may never have clinical signs of either condition even if they are produced by parents with no radiological or clinical signs. This guarantee only covers severe clinical hip dysplasia within the stated period providing the dog has not been overweight, exposed to unhealthy environmental conditions, trauma, or had any physical injury or issues which cause is unknown or may have an environmental link. Since current veterinary science shows that dysplasia/osteoarthritis is more a product of nutrition and environment than genetics, dogs that are at any point overweight or that incur injury to bones or joints from over-exercise or exposure to improper or harsh environment are explicitly excluded from guarantee of hip or elbow dysplasia. All requests and submission of documentation shall be submitted to Breeder by Buyer within thirty (30) days of diagnosis. At a minimum, radiographic evidence of hip-dysplasia-associated osteoarthritis must be provided to be considered severe dysplasia along with evidence of severe clinical symptoms, with a second opinion provided at Buyer's expense by a Breeder-approved veterinarian or certification authority (i.e., OFA or PennHIP). Buyer must show proof of healthy weight by having their veterinarian evaluate the dog's body condition score at all veterinary visits.
- f. **Death.** If the dog dies, and Buyer suspects a genetic or other condition guaranteed within this Agreement, Buyer must have a necropsy performed by a licensed veterinarian at Buyer's expense.

Buyer must include copies of diagnosis and all treatment documentation to Breeder. Breeder reserves the right to request a second opinion from a veterinarian of their choice in the local area of Buyer or via phone consult with a veterinarian in any location and grants permission to Breeder and Breeder's veterinarian to consult with all professionals treating the dog. Should any travel or shipping fees become necessary, those costs shall be borne by Buyer.

Should a guaranteed inclusion event occur, one of the following remedies is available to Buyer:

- i. Return the dog to Breeder and receive a dog from the next available litter of comparable size/breed/value or a dog of similar size/breed/value.
- ii. Buyer shall first provide a sterilization certificate for the dog to Breeder. At that time, Breeder shall give monetary reimbursement up to 50% of the adoption price of the dog for all veterinary expenses related to the treatment of the condition covered under this guarantee. If the dog is covered by an insurance policy, Buyer shall submit all charges to the insurance company first. Breeder will not reimburse for those amounts covered by the insurance policy. Insurance documentation and veterinarian bills shall be submitted to Breeder within thirty (30) days of when the expenses were incurred. Breeder reserves the right to refuse payment for veterinary services the Breeder deems non-standard, excessive, or for prices that Breeder deems excessive.

## 2. GUARANTEE EXCLUSIONS:

- a. **Surgical Procedures.** Any routine surgical procedure costs including injury or death from any routine procedure.
- b. **Conditions & Flaws.** Common dog ailments, such as giardia, coccidia, worms, urinary tract infections/stones, dog vaginitis, etc. Viral illnesses, infections, upper respiratory conditions, ear mites or infections, skin issues including mites, fleas or ticks, tissue issues, malocclusions, allergies, herniations, open fontanels, cryptorchidism, low-grade heart murmur, low-grade luxating patellas, mild hip dysplasia, seizures, or portosystemic shunt.
- c. **Illnesses Of Unknown Origin.** Any illness due to the ingestion of foreign objects, food, plants, chemicals or other items, physical injury or issues whose cause is unknown or may have an environmental link or illnesses from unknown causes including, but not limited to, cancerous growths.
- d. **Characteristics.** Because there are other factors that impact a dog's development, (i.e., *nutrition, environment, activity levels, trauma etc.*), Breeder cannot guarantee size, color, conformation, or temperament of any dog beyond the date of this Agreement.
- e. **Dewclaws & Tail.** Breeder doesn't guarantee that dewclaws have been removed or will not re-grow and excludes any veterinarian charges for removal of dewclaws or docking of the dog's tail.
- f. **Trauma & Environment.** Health issues arising from trauma, environment, or failure to maintain general health care of the dog, including allowing the dog to become overweight (overweight is defined as body condition score over 5 on a scale of 9). Also not included is injury to joints or bones from over-exercise.
- g. **Hypoglycemia.** Breeder will never accept any liability for any losses of any nature as a result of this condition. *Any signs of depression, lethargy, lack of appetite or desire to drink water, diarrhea (particularly with blood and/or mucous), or vomiting must be reported to your veterinarian immediately!*

**PREVENTATIVE HEALTH:** Buyer agrees to keep the dog in good physical condition with regularly scheduled vaccinations, deworming, flea, tick, and heartworm prevention. Buyer further agrees 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 or Triflexis 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.

**NUTRITION:** While genetics account for only about 35% of a dog's performance, the remaining 65% is management, training, and nutrition. Guarantee claims also require the dog be fed a high-quality dog food that is Association of American Feed Control Officials (AAFCO) compliant and includes meat as the first ingredient (as defined by the AAFCO) and that contains no corn, wheat, soy, or their derivatives, no artificial colors/flavors/preservatives and is manufactured in the United States by a company with no history of recalls. Receipts for dog food must be retained as proof for guarantee claims. Breeder has done extensive research and performed independent laboratory testing, and therefore strongly recommends feeding only the *Life's Abundance* holistically formulated line of products including dog food, treats and supplements. By doing so, Buyer is choosing to keep the dog safe with a well-balanced, nutritious food that has healthy omegas, antioxidants, guaranteed live pre & probiotics, no corn, wheat or gluten, nothing artificial and finally, no recall history. Breeder simply cannot ensure the overall health of the dog if it is provided alternative nutrition sources which may contain harmful preservatives and chemicals and are made by a company that has a recall history. Breeder strongly cautions Buyer to *never* feed a "grocery/club store" brand or any other brand with a recall history for the entire life of the dog, to ensure longevity and long-term health of the dog.

**FIRST RIGHT OF REFUSAL:** Buyer agrees that the dog 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 or give the dog away, Buyer agrees to notify Breeder immediately and Breeder is to be given the "FIRST RIGHT" of refusal. If Breeder exercises this right, the associated travel costs shall be borne by Buyer's and the dog's ownership shall be legally transferred to Breeder along with all kennel club registration papers, immunization and medical records, microchip registration, etc. Upon placing the dog

in an appropriate home, 50% of the amount the dog is rehomed for will be returned to Buyer. Should Breeder choose to maintain ownership of the dog, 50% of the original adoption amount of the dog, will be returned to Buyer.

**MISCELLANEOUS:** Breeder may accept credit cards as a convenience to Buyer. Buyer agrees that no 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 dog acquired from Breeder using any of these pictures. Buyer gives permission to Breeder to share 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, JEFFERSON COUNTY, 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 GUARANTIES, EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

I, the Buyer of a dog from Red Carpet Doodles, hereby acknowledge that signing below, that I have read, understand and agree to the terms of this Agreement in its entirety.

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

**Physical & Mailing Address:**

**Phone numbers:**

**Email:**

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