

Agreement of Deposit and Sale for Family Pet

Claremont Australian Labradoodles LLC

Claremont, CA 91711 (909) 532-1823

e-mail: tabrolat@gmail.com

What puppy characteristics do you desire male/female, color (cream, apricot cream, chocolate, black) Medium or Standard (smaller or larger)?

This Deposit and Sale Contract (hereinafter Contract) is entered into on,

Date _____/_____/_____ at Claremont, California by and between:

Buyer

BUYER(s) Print Name(s)

Print-Address Street:

City: _____ State: _____ Zip: _____

Home Phone _____ Cell: _____

E-Mail Address:

(Hereinafter BUYER)

SELLER: Terri Abrolat of Claremont Australian Labradoodles LLC, Claremont, CA 91711 (909) 532-1823; E-Mail: tabrolat@gmail.com, (hereinafter SELLER).

WHEREAS, SELLER is the sole owner of the Australian Labradoodle Dog (puppy) (hereinafter DOG) describes as follows and is the subject of this CONTRACT:

DOG's Name: Claremont's _____

Color: _____ Male/Female; Whelped Date: _____/_____/_____

Microchip No.: _____ Hip Guarantee Expires: _____/_____/_____

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WHEREAS, BUYER seeks to purchase DOG from SELLER pursuant to the terms of this CONTRACT;

NOW WHEREFORE, BUYER and SELLER agree to the following terms and conditions:

1. **Deposit and Selection**: BUYER agrees to pay a deposit for DOG at the time of signing this CONTRACT in the **amount of \$400.00 in form of personal check payable to- Claremont Australian Labradoodles LLC (CAL LLC)** BUYER understands that this deposit is non-refundable. BUYER will inform SELLER of their preference for the DOG's coat color, sex and size medium/standard or regular/standard on top of contract. **SELLER will select DOG fitting BUYER preferences in the order that deposits have been accepted by SELLER from BUYERS.** SELLER reserves the right to select any puppy from any litter for use in breeding program. The DOGS are typically shown at around 6 weeks of age and picked up by BUYER at 8 weeks of age. SELLER will identify the Australian Labradoodle DOG selected for BUYER through its **Micro Chip Number**. In the event that none of the puppies in the litter fulfills BUYER's preferences, BUYER can reserve a puppy from the next available litter; however, if BUYER simply decides BUYER no longer wants a puppy, then the deposit is **not refundable**.

2. **Purchase Price and Picking Up DOG** : Our Australian Labradoodle puppies, DOG are **priced at \$4,500 plus CA state sales tax at 9.5% (\$428) minus the amount of deposit (\$400) paid by BUYER. Check for payment for the balance, (\$4,528)** will be accepted at the 6-week showing. The other option is payment at the time of pickup, at 8 weeks, this would have to be in the form of cash. If DOG is picked up by BUYER after 8 weeks of age, BUYER will be charged board, at the rate of \$50.00 per day. BUYER agrees to discuss any late pickups with SELLER well before pickup date and pay the balance of the DOG's purchase price at 6 weeks. In addition, Buyer will be charged for any additional vaccinations and veterinary costs, if needed.

3. **Spay/Neuter Contract**: Buyer will have their veterinarian do the spay/neuter procedure before the DOG's 6-month birthday, at BUYERS expense. **See Addendum on last page** for contract. **Initial_____**

4. **ALAA Registration**: SELLER will register DOG with ALAA, Australian Labradoodles Association of America as de-sexed, which does not include breeding rights. This registration will include a permanent identification number from DOG's microchip and will carry the prefix of SELLER's kennel and DOG's name – such as Claremont's Dakota -- on its registration. BUYER may change the second part of the DOG's name to one of their choosing. For example: Claremont's Fleetwood.

5. **Genetic Health Guarantee**: SELLER grants BUYER a limited 2-year genetic health guarantee from date of birth until two years of age, as set forth below. DOG must be feed a mix of Go-Petcurean and Canidae (no chicken or beef in food, can cause allergies) or food with compatible ratings on www.dogfoodscoop.com Proof will be expected if a health claim is made i.e. receipts, because poor food is known to cause health problems in developing dogs. DOG must be kept away from Pesticides/Herbicides, Chocolate, Sugar and Check out <https://betterpet.com/bad-foods-for-dogs/>

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6. **Initial Veterinarian Examinations:** Before SELLER releases DOG to BUYER, SELLER will have a licensed Veterinarian perform a physical examination on DOG as well as current, age-appropriate vaccinations, de-worming, and micro-chipping. SELLER guarantees that DOG is in sound health at time of sale. Upon picking up DOG, BUYER agrees to have DOG examined by a licensed Veterinarian within 2 days (48 hours) from the date of pickup; this examine will be at BUYER's expense. If this examination determines DOG is unfit for sale, then BUYER must return DOG immediately to SELLER (no later than within 24 hours of this physical examination) and SELLER will provide BUYER with a replacement dog from the next available litter. A written statement from BUYER's diagnosing Veterinarian on the Veterinarian's letterhead must be provided to SELLER at the time DOG is returned to SELLER. All veterinary and transportation expenses are the BUYER's obligation. If the DOG is found to have a life-threatening hereditary defect as stated above, SELLER will provide BUYER a replacement DOG from next available litter. **Initial_____**

7. **Hip Dysplasia:** This 2-year guarantee includes Hereditary Hip Dysplasia from DOG's date of birth for two years and only applies to BUYER. (Example: If DOG was born on April 22, 2012, the 2-year guarantee period would last until April 22, 2014.) While BUYER may use a Veterinarian to take an x-ray of DOG, which requires that DOG be sedated to get an accurate picture, a Veterinarian cannot make a diagnosis of Hereditary Hip Dysplasia. BUYER must obtain a diagnosis from **Penn Hip** and a written statement from **Penn Hip** stating that DOG's hips have been evaluated and rated, with chip number of the DOG in the statement. This statement must be mailed to SELLER's address. SELLER reserves the right to obtain a second opinion regarding any Hereditary Hip Dysplasia diagnosis and the diagnosis obtained by SELLER will control. Any conditions of obesity, malnourishment (must provide proof of feeding Go-Petcarean and Canidae), or excessive training for any duration will render this Guarantee null and void. **Initial_____**

8. **Replacement Dog:** While SELLER has taken substantial efforts and all actions to ensure that BUYER's DOG is healthy and happy, unfortunately there can be times that Dysplasia may be found that SELLER was unable to identify early on. Thus, if DOG is determined to have Hereditary Hip Dysplasia within the 2-year guarantee period, SELLER will gladly provide BUYER a replacement dog from the next available litter, with BUYER being responsible for any travel and related expenses in returning DOG to SELLER as well as delivery of the replacement dog. Buyer understands that the replacement dog will be provided when available to SELLER, can be between 8 and 16 weeks of age and may not have the same parents as DOG. While SELLER does not provide cash refunds, SELLER is able to give this guarantee with complete confidence that SELLER is doing everything possible to prevent Dysplasia from occurring in SELLER's dogs.

9. **Hypoallergenic:** SELLER has clearly explained the hypoallergenic quality of Labradoodles. BUYER understands that while most of Labradoodles shed little to no hair, SELLER cannot guarantee that this will apply to DOG because developmental changes in a puppy's coat can result in some shedding. While Claremont Labradoodles are hypoallergenic to most people that are allergic to shedding of dog hair, SELLER cannot guarantee that DOG will be hypoallergenic to all people with allergies. BUYER assumes the risk of any potential allergies to DOG.

10. **Return of DOG:** BUYER agrees that if at any time, BUYER wishes to destroy or can no

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longer care for DOG, BUYER will give SELLER every opportunity to help in re-homing DOG. BUYER agrees not to have DOG destroyed, or to relinquish DOG to a pound or shelter. If BUYER must return DOG back to SELLER, it will be at BUYER's expense and no refund will be provided.

11. **Risk of Loss:** The risk of loss of the DOG will be assumed by SELLER prior to the BUYER picking up DOG, and the BUYER at and after the time of pickup of the DOG.

12. **SELLER's Right to Cancel:** SELLER reserves the right to cancel this CONTRACT, in which case SELLER will refund BUYER's deposit in full.

13. **Entire Agreement:** SELLER and BUYER agree that this writing represents the entire agreement between them and that no representation, either oral or written, has been made regarding DOG. SELLER and BUYER further agree no changes in this contract shall be binding upon either of them without written modification signed by both of them. SELLER and BUYER agree that this CONTRACT shall be governed by and construed with the laws of the State of California, which shall control. SELLER and BUYER agree that any disputes arising between them shall be submitted to final, binding arbitration administered pursuant to the rules of the Federal Arbitration Act, incorporated by this reference.

IT IS HEREBY UNDERSTOOD AND AGREED:

SELLER: _____ Date : _____

Signature of Terri Abrolat, Claremont Australian Labradoodles LLC

BUYER: Print Name: _____

_Signature of BUYER _____ Date: _____

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Addendum

CAL LLC spay/neuter contract DOG DOB ____/____/____

This document serves as the spay neuter contract which will be signed when purchasing a DOG as a pet only, **not to be bred**. This contract is legal and binding for the purchase of a DOG as a pet only. BUYER will be required to have the **DOG spayed or neutered at 6th months of age**. Registration and pedigree papers on DOG will be withheld until copies of spay/neuter certificate and veterinarian bill, on business letter head is received and verified by SELLER contacting the veterinarian office. Date of 6th month birthday ____/____/____

It is the responsibility of the BUYER not the veterinarian to ensure that CAL LLC receives verification that the surgery has been performed. Verification copy can be sent to CAL LLC by:

- Scan and email to tabrolat@gmail.com,
- text photo of spay neuter certificate to 909-532-1823

Failure to comply with this contract by DOG's 6th month birthday, unless otherwise agreed upon in writing by SELLER, will be considered a breach of the contract, and BUYER will not be granted ownership and will be required to transport this DOG back to CAL LLC and will not be entitled to any refund of purchase price. Therefore, CAL LLC will have sole ownership of DOG.

In the event of the DOG's health does not allow this agreement to be honored. CAL LLC must be provided with a statement from your veterinarian that this DOG is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of his DOG the BUYER will contact the veterinarian and establish the earliest date the procedure can be performed. The BUYER will notify the SELLER of this amendment in writing at which time all of the condition's agreement will apply and be enforced upon the amendment's date.

BUYER's signature below agrees to have the DOG spayed or neutered by no later than the 6th month of age from date of birth and BUYER understand the spay neuter contract is an agreement that the **DOG will not produce a litter of puppies either by purposely breeding or by accidental breeding**. BUYER also agrees that should the DOG is bred or not be altered, then BUYER will return said DOG back to SELLER at CAL LLC with no refund.

BUYERS name printed _____

BUYER's signature _____ Date _____

Home Address Street _____

City _____

State and ZIP Code _____

Cell phone number _____

Work number _____

Driver's license number _____ Issuing state _____

SELLER's signature Terri Abrolat _____