

## Contract & Health Limited Warranty

This agreement is between (Seller) Logan & Rebecca Phelps (UpRiver Australian Labradoodles) 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 # \_\_\_\_\_

### 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. 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 birth. Should a confirmed genetic disease be discovered during this time that will greatly shorten the life of, or greatly alter the dogs quality of life, seller will:

- a. If the dog is kept by the buyer the seller will either:
  1. Reimburse Buyer the approved veterinary costs up to 1/2 the original

purchase price of the dog.

2. Provide the Buyer an additional puppy for \$1,800. from an agreed upon UpRiver Australian Labradoodle litter with an availability.

b. If the dog is returned to the seller by the buyer we will replace the dog (if any of the above mentioned occurs) with a dog from an agreed upon UpRiver Australian Labradoodle litter with an availability. This will be done at no charge other than shipping.

Two independent approved veterinary examinations and reviews must be provided to the Seller documenting the genetic health issue. Reimbursement of veterinary fees will only occur upon receipt to seller of full medical report and paid buyer bills. Reimbursement will only be for expenses directly related to the treatment of the genetic disease or condition. Seller will not be responsible for any disease or condition caused by or the results of environmental conditions or negligence.

C. The Temperament & Training shall be understood by the Buyer that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc). Buyer assumes all responsibility for appropriate training to teach acceptable behaviors, and is responsible for proper socialization of the puppy. Buyer agrees to start providing obedience no later than 16 weeks of age and to continue with such training as long as necessary to establish a good foundation. Seller does not claim to be an animal behaviorist or a professional trainer.

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. \*\* Buyer agrees to proper nutritional standards. 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.

I have read the conditions and terms of this Purchase Contract. As the undersigned purchaser, I indeed understand and agree to all the terms & conditions of this contract and indicate my agreement by my signature below. Additionally, I acknowledge that I have received information to my satisfaction on this

# Upriver Australian Labradoodles

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individual dog as well as detailed information on health conditions & care of the breed by seller and I am entering into this agreement as an informed and mutually agreed purchaser/participant. It is agreed that this sale is taking place in the state of Maine. It is agreed that this contract will be interpreted pursuant to the laws of the state of Maine. The parties each consent to personal and subject matter jurisdiction being held by the courts of Maine and that this has been discussed by and agreed to by both Purchaser(s) and Seller." All legal fees and court costs necessary to enforce this consent will be the obligation of the Purchaser(s) including all those incurred by the Seller. Should any part of the contract be found to be illegal or invalid or unenforceable in a court of law in the state of Maine, the entirety of this contract is to remain valid and enforceable.

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Print Name of Primary Owner Purchaser

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Address of Primary Owner (Street)

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Address of Primary Owner (City, State, Zip)

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Phone

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Owner/Purchaser Signature at Purchase

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Date

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Email

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Seller Signature at Purchase

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Date