

Twin Creek Doodles  
Contract and Health Guarantee

This agreement is between:

The Breeder: Ashley Rieger and Josh Pohl of Twin Creek Doodles

14553 Kiefer Road Germantown, Ohio 45327, 937-902-4440

Twincreekdoodles@gmail.com

And The Buyer: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ E-mail Address \_\_\_\_\_

The Buyer enters into and agrees to all terms stated in this contract as witnessed by their signature/s on page 3. The puppy/dog sold pursuant to the terms of this agreement is understood to be a companion pet only and not sold as a breeding or showing prospect.

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Puppy/dog description: \_\_\_\_\_

Purchase Price (not including delivery/shipping) \_\_\_\_\_

Less Deposit: \_\_\_\_\_ (Deposit is non-refundable)

Plus, Delivery: \_\_\_\_\_ (if applicable)

Balance Due: \_\_\_\_\_

#### CONDITIONS OF SALE

The Breeder guarantees that at the time the Buyer takes possession, the puppy/dog is in good health and has received proper health care including, but not limited to: started on a deworming schedule, age appropriate vaccinations and a thorough health exam by her Veterinarian. All medical records for the puppy/dog are provided by the Breeder to the Buyer and should be taken to the Buyer's licensed Veterinarian for the first health exam. The Breeder cannot guarantee personality, coat type, coat color and/or adult size of the puppy/dog. The Breeder will do her best to give an accurate description of each puppy/dog prior to sale. The Breeder assumes no liability for injury of puppy/dog once the Buyer takes possession.

The following conditions apply to the sale of the aforementioned puppy/dog:

1. The Buyer has one week to take the puppy to a veterinarian for an examination. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Breeder, at Buyer's cost, for a full refund excluding holding fee (deposit). The Buyer will provide a written statement from a licensed veterinarian clearly stating defect or illness. If the puppy is not taken to a licensed veterinarian within the three business days, the health warranty is void. Please ensure the puppy is kept in a kennel or held in the waiting room of a veterinary office and that the exam room has been properly disinfected before appointment. Parasites, viruses, umbilical hernias and vaginitis as well as other easily treated conditions are not covered by this guarantee as they are fairly common in puppies. Buyer assumes all responsibility for veterinary bills and services. The Breeder will not be responsible for behavioral issues of the puppy/dog once it leaves her home.

2. Twin Creek Doodle puppies are sold as pets only and are not to be used for breeding unless breeding rights have been discussed and agreed upon in advance (see addendum 11). The Breeder requires spay/neuter by 18 months of age for females and by 18 months of age for males. If the dog is not spayed/neutered by the above ages, or if the dog is bred, whether by accidental or purposeful mating, this entire guarantee is null and void and the Breeder will be owed \$7,000 for breeding rights from the Buyer.

3. The Breeder provides a health warranty for two years after the date of sale against any debilitating congenital defects. Debilitating congenital defects are defined as those present since birth that are life threatening. In the event the puppy exhibits symptoms of a suspected debilitating congenital defect, the Buyer must supply any/all requested veterinary records to the Breeder within seven days of diagnosis.

The Breeder has the right to require a second opinion from a veterinarian of the Breeder's choice at the Breeder's expense. If the puppy is euthanized or in any way disposed of, without a second opinion from the Breeder's veterinarian, the Buyer waives all rights to a replacement puppy. If results are inconclusive, warranty is void.

4. If it is determined the puppy does have a genetic disorder that is identified within two years of purchase, the Buyer has the option of a replacement puppy from the next available litter. The puppy need not be returned to the Breeder provided there is documented support of medical condition. Shipping fees will not be refunded, and if it becomes necessary to ship a replacement puppy, the Buyer is responsible for all expenses. The Breeder will choose the replacement puppy. No monetary compensation will be given.

5. The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:

- A. The puppy will be housed indoors.
- B. The puppy will be fed a premium quality food.
- C. The puppy will be groomed regularly.
- D. The puppy will be kept at a healthy weight.

E. The puppy will see a licensed veterinarian for wellness exams and be kept up to date on immunizations and heartworm prevention (if living in an area for heartworm concern).

F. The puppy will receive basic obedience training.

6. The Buyer agrees to contact the Breeder immediately if the Buyer determines they are unable to keep their puppy at any point in his/her life for any reason. The Buyer agrees to offer the puppy back to the Breeder first with no monetary compensation given.

7. The Buyer agrees to NEVER place the puppy in a shelter, pound, or similar facility or research laboratory.

8. The Buyer agrees to allow the Breeder to use any pictures of the dog that the Buyer posts on social media for purposes of reposting on social media.

9. Under no circumstances shall the Breeder be liable to the Buyer or to any third party for any consequential, incidental or special damages resulting from or in a manner related to the puppy/dog.

10. Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer.

**CONTRACT AND ARBITRATION:**

This contract shall be deemed a legal and binding agreement between Breeder and Buyer(s) and is under the jurisdiction of the State of Ohio in the County of Montgomery. It is further agreed that should any dispute/arbitration between Breeder and Buyer(s) arise regarding said puppy/dog that the legal venue shall be the County of Montgomery, Ohio, unless Breeder moves. Then action will take place in the county in which the Breeder resides. All terms and conditions of this contract will remain in effect for the life of said puppy/dog.

I/we the Buyer(s), certify that I/we have read the foregoing contract/agreement, understand its contents and I/we hereby agree. Buyer(s) agrees if at any time this contract is breached, said puppy/dog will be returned to the Breeder. Buyer will be responsible for ALL legal and personal expenses incurred by Breeder in any case filed by the Buyer that is ruled in favor of the Breeder or in any case which is dismissed by the court system.

All terms and conditions being agreed upon by the Buyer and the Breeder are contained in this contract. No other guarantees or warranties are implied.

BREEDER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_