



Our Appalachian Doodles
5360 Upper Mud River Road
Branchland, West Virginia 25506
(304) 972-2861
OurAppalachianDoodles@gmail.com
OurAppalachianDoodles.com

Puppy Purchase Agreement and Health Guarantee/ No Breeding Rights

Puppy Description or Buyer Preferences

Puppy ID/Name:

Gender:

Coat Color:

Breed/Generation

Litter Information

Sire/Dam:

Date of Birth:

Date Expected:

Other:

Breeder/Seller

Jessica Tyler dba Our Appalachian Doodles

5360 Upper Mud River Road
Branchland, West Virginia 25506

(304) 638-1288

ourappalachianoodles@gmail.com

Buyer(s)

This agreement ("Agreement"), dated as of [date] (the "Effective Date"), is between Jessica Tyler, DBA Our Appalachian Doodles ("Breeder"), and ("Buyer").

1. Non-Refundable Deposit

A non-refundable Deposit in the amount of \$ [amount] was received and agreement completed between Buyer and Seller on .

2. Purchase Price

Breeder and Buyer agree that (a) the Deposit in the amount of \$ 300.00 *plus any applicable transaction fees* will be applied to the purchase price of the puppy and (b) the remaining balance will become due upon puppy selection. The total purchase price for the puppy is \$ [amount]. The remainder due is \$ [amount].



**Any delivery, travel and/or handling expenses are the responsibility of and shall be paid by Buyer and are due within 1-week of receipt of Travel/Delivery invoice from Seller. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via payments through PayPal, Venmo, a Major Credit Card or Good Dog (pay.gooddog.com/our-appalachian-doodles), Buyer will receive an invoice from Seller via email for payment upon receipt of any balance due on purchase price plus any applicable transaction fees and/or West Virginia sales tax upon puppy selection. Payment for the selected puppy is due on receipt of invoice.*

3. Unauthorized Breeding

The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, [(a)] Buyer must return the puppy/dog to Breeder immediately [and pay Breeder \$5000.00 per litter of offspring] and (b) all Breeder's warranties set forth in this Agreement will become null and void.

4. Breeder's Obligations

Breeder represents and warrants the following:

a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy/dog will be transferred to Buyer [upon Buyer's payment of the full Purchase Price].

b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours (about 3 days) If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price or a replacement puppy. Any transportation costs for puppy return are the responsibility of the Buyer.. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias. The breeder will not be responsible for Parvo, Distemper, Adenovirus or





CoronaVirus after 72 hrs after sale, as these are highly contagious diseases, and they can be contracted immediately after leaving my home. Veterinary health records indicating the first vaccine was given at 7 weeks, is included in the puppy packet.

c. Long-Term Health Warranty. Breeder provides a two-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. Debilitating congenital defects are defined as those present since birth that are either life threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies), (i) Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis. (ii) Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense. (iii) If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.

If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter. (i) Original puppy need not be returned, provided there is proper documentation of the congenital issue. (ii) Should the Buyer elect to return the puppy, Buyer shall be responsible for any and all transportation expenses. If the Buyer elects to take a replacement puppy. (iii) Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12+ months. (iv) Color or gender of the replacement puppy is not guaranteed. (v) Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer. (vi) If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.

This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold or gifted to a third party, health guarantee shall be void. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury, or any condition that can be corrected by veterinarian treatment and any other preventable conditions and (ii) expressly do not include those not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening.





d. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.

e. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a life threatening genetic disorder that is identified within the warranty periods described above, the Buyer may (x) return the puppy/dog and receive a replacement puppy/dog from the next available litter of equal or better value (y) return the puppy/dog and receive reimbursement of the original Purchase Price or (z) keep the puppy/dog. Should the puppy/dog be returned or exchanged according to the terms of this section, Buyer shall be responsible for any and all transportation expenses, veterinarian charges, and transport fees.

f. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

5. Buyer's Obligations

Buyer agrees to the following:

a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.

b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home). All puppies were given worming medication at 2, 4, 6, & 8 weeks of age. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this). Most parasites can be contagious, and it is possible that other dogs in the house can get them.

c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care: i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight. ii. Proper daily exercise to





maintain the puppy/dog in good condition, iii Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.

d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection (experimentation) or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.

e. Restrictions on Transfer. Buyer guarantees Seller the right of first refusal if the dog is to be sold or disposed of in any way. If Seller does not wish to acquire the dog, Seller will assist Buyer in placing the dog. Although Seller will take this dog back at any time during its lifetime, this does not imply the Seller will refund the animal's full purchase price. If Seller does take this dog back for placement in another home, the Buyer must return the dog to Seller along with a duly executed document transferring entirely Buyer's ownership interest in the dog to Seller. Buyer may not place dog in a new home without informing Seller and Buyer will promptly notify Seller of new owner's name, address, and telephone number.

f. No Transfer Outside of the United States. Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.

g. The Buyer agrees to never place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.

h. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Seller Website, Facebook, Instagram, Twitter, YouTube, etc. or in any manner they choose.

i. Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog [no later than the age of 14 months and providing proof of by forwarding a Veterinarian Certificate of Spay/Neuter to Breeder within one month of completion of procedure. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$5000.00 if puppy/dog is not spayed/neutered in accordance with this Agreement.





j. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in agreement being null and void.

6. Ongoing Communications

Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.

7. Remedy for Mistreatment

If the Breeder obtains proof that the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

8. Agreement to Mediate

If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

9. Governing Law

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to the conflicts of law provisions thereof.

10. Miscellaneous

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such





subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

BREEDER/SELLER

BUYER(S)

Jessica Tyler/Our Appalachian Doodles

[Buyer Name]

Date

Date

