



DREIER'S FIRE POODLES



Health Guarantee and Sales Contract

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This agreement is made between Raini Dreier from *Dreier's Fire Poodles* in California, hereinafter known as
"Seller", and

"Buyer": _____,

Located at _____

Phone: (____) _____

E-mail: _____

It is agreed between the Seller and Buyer(s) as follows:

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The dog/puppy sold pursuant to the terms of this agreement is as follows:

Breed: _____ . **Estimated Size:** _____

Gender: _____ **Date of Birth:** _____ **Registration:** _____

Microchip #: _____ **Color/Pattern:** _____

The **sire** of this dog/puppy is: _____

The **dam** of this dog/puppy is: _____

CONDITIONS OF SALE/HEALTH GUARANTEE:

We have taken many steps to ensure that your new dog/puppy is happy and healthy. Your dog/puppy has been selectively bred for excellent quality, health, soundness, intelligence and good temperament. The Seller warrants the dog/puppy to be in good health at the time of sale and that the dog/puppy has received all necessary, age-appropriate vaccinations and deworming. The dog/puppy has also been examined by the seller's licensed veterinarian and leaves Seller's possession with a good bill of health.

Seller requires Buyer(s) to have the new dog/puppy be examined by a licensed veterinarian within 24 hours of possession so there is no question as to the health of the dog/puppy.

Any request to return the dog/puppy to the Seller for a full refund must be made within this 72 hour time-period and may only be requested should the dog/puppy prove to be sick upon arrival and/or should the dog/puppy be found to be in poor health or have a health issue of such serious nature that the quality of life will be seriously shortened or seriously altered. Minor health ailments including, but not limited to, fleas or stress-induced diarrhea due to dog/puppy's transition from Seller's home, etc. are not reason for dog/puppy to be returned to Seller. Proof of examination and diagnosis by the Buyer(s) licensed veterinarian must be provided to Seller and Seller's Vet, should Buyer(s) wish to request returning dog/puppy for a refund. The warranty shall be terminated immediately if Buyer(s) does not have dog/puppy examined within this allotted time frame of 24 hours from possession. (It is highly suggested that the Buyer(s) make an appointment with their veterinarian well in advance to ensure an examination within this time frame.)

In any event, **Seller is not responsible for any veterinarian expenses.**

- Seller requires Buyer(s) to keep the dog/puppy on a regular vaccination schedule and on a monthly heartworm preventative by a licensed veterinarian. If these requirements are not met, this warranty shall be null and void.
- If the dog dies for any reason, a vet report verifying death must be supplied to the seller.

This dog/puppy has been sold as a pet and is not to be used for breeding purposes, unless you purchase breeding rights.

- We feel that dogs should be allowed to mature significantly before being spayed/neutered. Seller requires Buyer(s) to spay/neuter the dog/puppy by the age of 12 months. Verification is to be sent to the Seller by the end of 12 months and the licensed veterinarian who surgically performed the altering must sign the document. Failure to send verification to Seller by the end of 12 months of age will void your warranty.
- If the buyer is found to have bred this puppy without signed written permission/Breeder release from **Dreier's Fire Poodles**, buyer agrees to pay an additional sum of \$10,000 above & beyond the price of the pup to the seller. If this pup is sold/traded and is not spayed/neutered, Original Buyer is also responsible for this fee if the new owner is found to have bred this puppy/dog.
- Buyer agrees to pay Dreier's Fire Poodles for any and all Attorney fees and court/personal costs in retrieving these fees. These fees are assessed to protect said puppy/dog and Dreier's Fire Poodles breeding program and reputation.
- Seller warrants that both the Sire and Dam of your dog/puppy have had their health testing completed (Poodle Panel) through Paw Print Genetics.
- Buyer(s) understands that although great lengths were taken by Seller to prevent genetic defects and none were found at the time of breeding the Dam and Sire, the dog/puppy cannot be 100% guaranteed against every genetic disorder.

- A warranty against serious life threatening genetic disease is provided for 1 year from the date of birth, and must be determined by up to three veterinarians which can include yours, mine and a third objective vet if necessary.
- There is NO warranty with regards to skin/food/environment allergies. We have no control of the area your pup may be in, the food you choose to feed, or the places you go. Allergies in dogs, (like people) can develop at any time.
- Although the seller has taken all reasonable care to ensure that all pups produced are as healthy as possible, Cancer, foreign body ingestion, accidents, ear infections, and urinary tract infections are considered normal costs and risks of pet ownership and purchaser is advised to discuss risk reduction strategies with their Veterinarian and to acquire private pet insurance for such.
- Not covered are behavioral issues, giardia, coccidia, weight, height, internal & external parasites, hernias, luxating patellas, hip dysplasia, open fontanels, collapsed trachea, pinched nostrils, tear staining, hypoglycemia, & undescended testicles.
- Bite issues, overbites, under bites or Base Narrow Canines are not covered by this or any other warranties. Unfortunately, these are recessive genes that can occur and cannot be tested for prior to breeding.

A warranty for hip dysplasia or any debilitating congenital defects shall be provided for 24 months from the date of birth of said dog/puppy. We do require appropriate proof of a genetic problem; for example, a CERF exam for eye problems, an OFA or Penn-HIP report for incidences of hip dysplasia, PRA-PRCD, PRCD etc.

Should the dog/puppy be found to have moderate to severe hip dysplasia within this 24-month period, Buyer(s) must provide proof to Seller in the form of official documentation from OFA or Penn-HIP within 10 days of diagnosis. A veterinarian cannot make this diagnosis and the dog/puppy must be sedated for the radiograph to be taken. Seller reserves the right to confirm results prior to a refund or replacement being made and also reserves the right to request a second opinion. If the dog is euthanized or in any way disposed of, without a second opinion from Seller's veterinarian, the Buyer(s) waives all rights to a replacement puppy or to any financial payments as compensation.

- Should the OFA or Penn-HIP results or a licensed veterinarian indicate/suspect that an injury may have occurred, or was involved in any Physical trauma to cause or contribute to the hip dysplasia, no refund or replacement will be made and this warranty shall be void.
- This entire warranty will be terminated immediately should the dog be found to have been malnourished, overweight or the developing joints are overstressed at any point during the 24-month warranty period. Seller will require veterinarian records showing the weight of the dog/puppy and the veterinarian's assessment of the weight.

In the unfortunate event that the dog/puppy is diagnosed with hip dysplasia within the first year, and the all requirements stated in this contract are met, the Seller will agree to one of the following:

1. If Buyer(s) wishes to keep the dog/puppy, Seller will reimburse veterinarian expenses up to 100% of the original purchase price of the dog/puppy. Only the treatment expenses will be refunded, not the diagnostic expenses. (Please note that if surgery is chosen, Dreier's Fire Poodles will pay said amount directly to the vet performing the surgery.)
2. OR Replace the original dog/puppy with one of equivalent/comparable quality from Sellers next available litter. If Seller does not have another dog/puppy of equivalent/comparable quality, a refund in the amount of half of the original purchase price shall be given, less any shipping/handling fees. This shall be at the Seller's discretion only and will take place only when the original dog/puppy has been returned to the Seller. Any shipping or veterinarian expenses Buyer(s) incurs for the replacement dog and/or to return original dog/puppy

to Seller shall be Buyer(s) responsibility. If a replacement puppy of higher value is chosen, Buyer(s) is responsible for paying the difference (Cost of Replacement Dog/Puppy less Price Paid for Original Dog/Puppy). Dreier's Fire Poodles will not pay any veterinarian costs without prior discussion and agreement to the treatment procedures that are recommended by a licensed veterinarian.

Buyer(s) agrees to not abandon this dog/puppy to an animal shelter, Humane Society, dog pound, pet mill or pet store. If desired, Seller will help Buyer(s) try to find a suitable replacement home for the dog/puppy should Buyer(s) no longer be able to care for the animal. Seller does not give refunds back to Buyer(s) who decide they can't keep the dog/puppy, and Seller will not resell the dog/puppy. Sellers' only concern will be to find an appropriate, loving replacement home. Buyer(s) understands that all dogs/puppies exhibit certain undesirable behavior, such as, but not limited to, nipping, chewing, barking, marking, etc. Buyer(s) is responsible for appropriate training of dog/puppy to correctly teach acceptable behavior and is responsible for proper socialization of dog/puppy and agrees to provide basic training with their puppy within the first year of owning their dog.

Additionally, if the dog has been physically injured or competed in agility at too young of an age, this warranty becomes null and void.

This contract/guarantee is only applicable to the original Buyer(s) stated in this contract, and is non-transferable to any other person. Original Buyer/Owner is to contact Dreier's Fire Poodles of said transfer of said puppy/dog.

Buyer further agrees that the subject dog/puppy's size and color are not predictable and no promise or warranty regarding size, color, coat appearance, or any physical/behavioral trait is made by the Seller.

Both parties agree that this Contract was made in the State of California and agree that it shall be governed by and construed in accordance with the laws of the state of California and the parties agree to submit to the jurisdiction of the courts of the State of California for any dispute arising from this Contract or transaction. Each party will bear its own costs of litigation, except for breaches of contract arising from this Contract.

The subject dog/puppy will be implanted with a microchip before leaving the Seller's premises if desired at an additional cost of \$40; the registration of said microchip shall be the responsibility of the Buyer(s).

FEES:

The cost for the said dog/puppy is \$ _____ USD
Non-refundable deposit in the amount of **\$500.00 USD** paid on _____

Deposit is non-refundable and will be applied to the full purchase price. Should Buyer(s) change their mind and decide not to purchase a puppy, the deposit is forfeited to Seller.

The deposit shall be returned to the Buyer(s) only if the Seller is unable to provide puppy as expected (example: loss of puppy) Deposit will not be refunded for such things as preferred color choice not being available, etc.). Seller also reserves the right to return the deposit, and cancel the contract.

Unless other arrangements are made, unpaid balances are due and payable prior to delivery of the dog/puppy. Cash is accepted at the time of pick-up.

STATEMENT OF AGREEMENT

In order to validate this Contract, the Contract must be fully completed, signed by the legal new owner of the dog named herein and delivered to Dreier's Fire Poodles at least five (5) days prior to the subject dog/puppy leaving Seller's premises, unless the Contract is to be executed by each party at the time of delivery. Failure to comply with the above stated conditions shall render this entire contract null and void.

I, as the Buyer of the dog/puppy described in this Contract, do hereby declare that I have read and fully understand and agree with all the terms, conditions, and warranties contained herein. I also understand that under no circumstances shall the Seller be liable to the Buyer(s) or to any third party for consequential incidental or special damages resulting from or in manner related to the dog/puppy. Upon execution of this contract, all expenses related to the stated dog/puppy, including but not limited to, feeding, training, veterinarian expenses, are the sole and exclusive responsibility of the Buyer(s). Seller affirms that the dog/puppy described in this Contract of Sale and Warranty is the dog delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.

Buyer(s) Signature: _____ Date: ____/____/____

Buyer(s) Name Printed: _____

Signed on behalf of Seller, Dreiers Fire Poodles:

_____ Date: ____/____/____

Raini Dreier