

*Dreiers Fire Poodles*



## DREIER'S FIRE POODLES

*Health Guarantee and Sales Contract*

Northern CA

530-713-8338

[dreiersfirepoodles@gmail.com](mailto:dreiersfirepoodles@gmail.com)

This agreement is made between **Dreier's Fire Poodles**, hereinafter known as "Seller", and "Buyer":

Buyer Name: \_\_\_\_\_,

Buyer Address:

\_\_\_\_\_

Buyer Phone: (\_\_\_\_\_) \_\_\_\_\_

Buyer E-mail:

\_\_\_\_\_

**FEES:** The cost for the said dog/puppy is \$ \_\_\_\_\_ Limited AKC / Full AKC

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

## DESCRIPTION OF DOG/PUPPY:

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

**Breed:** Toy Poodle    Miniature Pooodle    Moyen Poodle

**Gender:** M / F

**Date of Birth:**

**Name/ID:** \_\_\_\_\_

**Color/Pattern:**

The **Sire** of this dog/puppy is:

The **Dam** of this dog/puppy is:

**Breeding Rights:** With (Full AKC) / Without (Limited AKC)

## 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 de-worming. The dog/puppy has also been examined by the sellers 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 72 hours of possession so there is no question as to the health of the dog/puppy.** It is the buyer's responsibility to read/understand this requirement and schedule a vet exam during required time frame. If buyer does not have puppy seen at their licensed veterinarian within 72 hours of receiving their puppy, this contract is void.

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 be found to have a health issue of such serious nature that the quality of life will be seriously shortened.

Minor health ailments including, but not limited to; parasites (giardia, coccidia etc), fleas, yeast or ear infection, 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 of life-threatening diagnosis must be provided to Seller and Seller's Vet, should Buyer(s) wish to request returning dog/puppy for a refund. **Seller will not be responsible for transportation costs.** The warranty shall be terminated immediately if Buyer(s) does not have dog/puppy examined within this allotted time frame of 72 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.)

If buyer decides to return puppy for personal reasons, a refund will NOT be given.

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.

**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 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, the Original Buyer is also responsible for this fee if new owner is found to have bred this puppy/dog.

Buyer agrees to pay Dreier's Fire Poodles for 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 genetic health testing completed and are clear of all testable poodle related genetic disorders.

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 altering 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. We also provide free 30 day pet insurance through Trupanion which is added in puppy go home folder and must be activated by buyer at time of pick up.

Also not covered are behavioral issues or problems arising from physical/emotional trauma, abuse or failure to maintain general healthcare of the puppy.

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.

Buyer understands that the seller does not guarantee their puppy's Hips or Patellas.

Although our parent dogs have had their hips and patellas evaluated to be breeding quality, environmental factors such as injury or over exercise can lead to luxating patellas or hip dysplasia.

Buyer understands that seller does not guarantee against heart murmurs.

Each puppy has been evaluated by a licensed veterinarian between 7-8 weeks old and found to have normal patellas, hip movement, and heartbeat, unless otherwise disclosed to the buyer.

Seller does not guarantee two testicles will be present at time of vet examination. Buyer understands that some puppies take longer to drop both testicles than others and it can take up to 6 months before both testicles are down.

If puppy was purchased with breeding rights and both testicles have not descended by the age of 6 months, buyer agrees to refund buyer the pet home vs breeding rights price difference of up to \$500-\$1,000, buyer must present written proof by their licensed veterinarian stating that the puppy has a testicular defect and cannot be used for breeding.

Buyer understands that in the case their puppy cannot be bred because of such defect, it is the buyers' responsibility to rehome said puppy.

A copy of your puppy's Vet Exam and contact information of the Licensed Veterinarian that performed exam will be provided in puppy's go home folder.

Buyer understands that No Refund or Replacement Puppy will be given unless Severe Life altering genetic defect is diagnosed before age 1 by three Licensed Veterinarians (ours, yours, and a third party).

Buyer(s) agrees to not abandon this dog/puppy to an animal shelter, Humane Society, dog pound, pet mill or pet store. Buyer understands that if the dog/puppy is no longer wanted then they will offer said dog/puppy back to the breeder Dreier's Fire Poodles. 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. The 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.

Seller will accept a non-refundable deposit in the amount of \$500.00 USD to reserve a spot on the dog/puppy selection list via a first come, first serve basis (first deposit gets first pick, second deposit gets second pick, etc). Seller (Dreier's Fire Poodles) reserves the first right to retain breeding quality puppies for our program before pet puppies are picked.

The specific dog/puppy selection begins when the dog/puppy is 3-5 weeks of age and the dog/puppy will be ready to go to new home at 8 weeks of age.

Deposit is non-refundable and will be applied to the full purchase price. Should Buyer(s) change 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 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 deposit and cancel contract.

Unless other arrangements are made, unpaid balances are due and payable prior to delivery of the dog/puppy. Cash, Venmo, Zelle is accepted at the time of pick-up. Personal checks are accepted as deposits and as payments, but all personal checks must clear my bank prior to you picking up your puppy. All puppies remain with me until completely paid for.

IF YOU ARE UNABLE TO TAKE RECEIPT OF YOUR PUPPY UNTIL AFTER THE PREARRANGED DELIVERY DATE, WE WILL BOARD YOUR PUPPY FOR A COST **\$25/DAY** TO COVER EXPENSES ASSOCIATED WITH THE EXTENDED STAY.

**This contract will also hold as a receipt for the payments received.**

Waitlist Deposit of \$                      received on \_\_\_\_/\_\_\_\_/\_\_\_\_

Deposit Amount of \$                      received on \_\_\_\_/\_\_\_\_/\_\_\_\_

Final Amount of \$                      received on \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Buyer(s) acquired dog/puppy: \_\_\_\_/\_\_\_\_/\_\_\_\_

### **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.

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**Buyer Signature**