

Agreement of Deposit and Sale for Family Pet

Claremont Australian Labradoodles LLC

Claremont, CA 91711 (909) 532-1823 e-mail: tabrolat@gmail.com

What puppy characteristics do you desired male/female, color (cream, apricot cream, chocolate, black) Medium or Standard (smaller or larger)?

This Deposit and Sale Contract (hereinafter Contract) is entered into on,

Date _____/_____/_____ at Claremont, California by and between:

Buyer

BUYER(s) Print Name(s)_____

Print-Address Street: _____

City: _____ State: _____ Zip: _____

Home Phone _____ Cell: _____

E-Mail Address: _____

SELLER: Terri Abrolat of Claremont Australian Labradoodles, Claremont, CA 91711 (909) 532-1823; E-Mail: tabrolat@gmail.com, (hereinafter SELLER).

WHEREAS, SELLER is the sole owner of the Australian Labradoodle Dog (puppy) (hereinafter DOG) describes as follows and is the subject of this CONTRACT:

DOG's Name: Claremont's _____
Color: _____ Male/Female; Whelped Date: __/____/____
Microchip No.: _____ Hip Guarantee Expires: _____ /____/

WHEREAS, BUYER seeks to purchase DOG from SELLER pursuant to the terms of this CONTRACT;

NOW WHEREFORE, BUYER and SELLER agree to the following terms and conditions:

- 1. Deposit and Selection:** BUYER agrees to pay a deposit for DOG at the time of signing this CONTRACT in the amount of **\$400.00 in form of personal check payable to- Claremont Australian Labradoodles LLC (CAL LLC)** BUYER understands that this deposit is nonrefundable. BUYER will inform SELLER of their preference for the DOG's coat color, sex and size medium/standard or regular/standard on top of contract. **SELLER will select DOG fitting BUYER preferences in the order that deposits have been accepted by SELLER from BUYERS.** SELLER reserves the right to select any puppy from any litter for use in breeding program. The DOGs are typically shown at around 6 weeks of age and picked up by BUYER at

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8 weeks of age. SELLER will identify the Australian Labradoodle DOG selected for BUYER through its **Micro Chip Number**. In the event that none of the puppies in the litter fulfills BUYER's preferences, BUYER can reserve a puppy from the next available litter; however, if BUYER simply decides BUYER no longer wants a puppy, then the deposit is **not refundable**.

2. **Purchase Price and Picking Up DOG** : Our Australian Labradoodle puppies, DOG are priced at **\$4,500 plus CA state sales tax at 9.5% (\$428) minus the amount of deposit (\$400) paid by BUYER. Check for payment for the balance, (\$4,528)** will be accepted at the 6-week showing. The other option is payment at the time of pickup, at 8 weeks, this would have to be in the form of cash. If DOG is picked up by BUYER after 8 weeks of age, BUYER will be charged board, at the rate of \$50.00 per day. BUYER agrees to discuss any late pickups with SELLER well before pickup date and pay the balance of the DOG's purchase price at 6 weeks. In addition, Buyer will be charged for any additional vaccinations and veterinary costs, if needed.

3. **Spaying/Neutering**: SELLER will have our veterinarian do the spay/neuter procedure and a health physical on the puppies, DOG at 8 weeks, just before adoption, at SELLER'S expense. **Initial _____ ALAA Registration**: SELLER will register DOG with ALCA Australian Labradoodle Club or America or ALAA, Australian Labradoodles Association of America as de-sexed, which does not include breeding rights. This registration will include a permanent identification number from DOG's Avid microchip and will carry the prefix of SELLER's name and DOG's description – such as Claremont's Dakota -- on its registration. BUYER may change the second part of the DOG's name to one of their choosing. For example: Claremont's Fleetwood.

4. **Genetic Health Guarantee**: SELLER grants BUYER a limited 2-year genetic health guarantee from date of birth until two years of age, as set forth below.

5. **Initial Veterinarian Examinations**: Before SELLER releases DOG to BUYER, SELLER will have a licensed Veterinarian perform a physical examination on DOG as well as current, age appropriate vaccinations, de-worming, and micro-chipping. SELLER guarantees that DOG is in sound health at time of sale. Upon picking up DOG, BUYER agrees to have DOG examined by a licensed Veterinarian within 2 days (48 hours) from the date of pickup; this examine will be at BUYER's expense. If this examination determines DOG is unfit for sale, then BUYER must return DOG immediately to SELLER (no later than within 24 hours of this physical examination) and SELLER will provide BUYER with a replacement dog from the next available litter. A written statement from BUYER's diagnosing Veterinarian on the Veterinarian's letterhead must be provided to SELLER at the time DOG is returned to SELLER. All veterinary and transportation expenses are the BUYER's obligation. If the DOG is found to have a life-threatening hereditary defect as stated above, SELLER will offer BUYER a replacement DOG. **Initial _____**

6. **Hip Dysplasia**: This 2-year guarantee applies to Hereditary Hip Dysplasia from DOG's date of birth for two years and only applies to BUYER. (Example: If DOG was born on April 22, 2012, the 2-year guarantee period would last until April 22, 2014.) While BUYER may use a Veterinarian to take an x-ray of DOG, which requires that DOG be sedated to get an accurate picture, a Veterinarian cannot make a diagnosis of Hereditary Hip Dysplasia. BUYER must obtain a diagnosis from **Penn Hip** and a written statement from **Penn Hip** stating that DOG's hips have been evaluated and rated, with chip number of the DOG in the statement. This statement must be mailed to SELLER's address. SELLER reserves the right to obtain a second opinion regarding

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any Hereditary Hip Dysplasia diagnosis and the diagnosis obtained by SELLER will control. Any conditions of obesity, malnourishment, or excessive training for any duration will render this Guarantee null and void. **Initial** _____

7. **Replacement Dog:** While SELLER has taken substantial efforts and all actions to ensure that BUYER's DOG is healthy and happy, unfortunately there can be times that Dysplasia may be found that SELLER was unable to identify early on. Thus, if DOG is determined to have Hereditary Hip Dysplasia within the 2-year guarantee period, SELLER will gladly provide BUYER a replacement dog from the next available litter, with BUYER being responsible for any travel and related expenses in returning DOG to SELLER as well as delivery of the replacement dog. Buyer understands that the replacement dog will be provided when available to SELLER, can be between 8 and 16 weeks of age and may not have the same parents as DOG. While SELLER does not provide cash refunds, SELLER is able to give this guarantee with complete confidence that SELLER is doing everything possible to prevent Dysplasia from occurring in SELLER's dogs.

9. **Hypoallergenic:** SELLER has clearly explained the hypoallergenic quality of Labradoodles. BUYER understands that while most of Labradoodles shed little to no hair, SELLER cannot guarantee that this will apply to DOG because developmental changes in a puppy's coat can result in some shedding. While Claremont Labradoodles are hypoallergenic to most people that are allergic to shedding dog fur, SELLER cannot guarantee that DOG will be hypoallergenic to all people with allergies. BUYER assumes the risk of any potential allergies to DOG.

10. **Return of DOG:** BUYER agrees that if at any time, BUYER wishes to destroy or can no longer care for DOG, BUYER will give SELLER every opportunity to help in re-homing DOG. BUYER agrees not to have DOG destroyed, or to relinquish DOG to a pound or shelter. If BUYER must return DOG back to SELLER, it will be at BUYER's expense.

11. **Risk of Loss:** The risk of loss of the DOG will be assumed by SELLER prior to the BUYER picking up DOG, and the BUYER at and after the time of pickup of the DOG.

12. **SELLER's Right to Cancel:** SELLER reserves the right to cancel this CONTRACT, in which case SELLER will refund BUYER's deposit in full.

13. **Entire Agreement:** SELLER and BUYER agree that this writing represents the entire agreement between them and that no representation, either oral or written, has been made regarding DOG. SELLER and BUYER further agree no changes in this contract shall be binding upon either of them without written modification signed by both of them. SELLER and BUYER agree that this CONTRACT shall be governed by and construed with the laws of the State of California, which shall control. SELLER and BUYER agree that any disputes arising between them shall be submitted to final, binding arbitration administered pursuant to the rules of the Federal Arbitration Act, incorporated by this reference.

IT IS HEREBY UNDERSTOOD AND AGREED:

SELLER : _____ Date : _____

Signature of Terri Abrolat, Claremont Australian Labradoodles LLC

BUYER: Print Name: _____

Signature of BUYER _____ Date: _____