



## Health Guarantee / Contract

### Breeder/Seller

Ashford Manor Labradoodles  
 Cheryl Sabens  
 1263 W Old Waynetown Rd.  
 Crawfordsville, IN 47933  
 ashfordmanorlabradoodles@gmail.com  
 www.ashfordmanorlabradoodles.com

### Buyer/Buyers

### Pet Information

Breed: Australian Labradoodle  
 Sex: Female  
 Color: Red  
 D.O.B.: 10/9/2010  
 Microchip: 0A01311716  
 Puppy ID: Types of ApplesDuchess  
 Sire: Hale's Best Bet Super Nova  
 Dam: Aspen Grove Summer Rose

### Payment Receipt

Date Sold	
Puppy Price	\$
Total plus tax & shipping	\$0.00
Payments	\$
Balance	\$0.00

### Guarantee/Contract

#### SELLER REPRESENTS AND WARRANTS

1. Seller is the legal and true owner of the Puppy and that Seller has full right and authority to sell the Puppy.
2. The Puppy is being sold free and clear of any lien, security interest, charge, or other encumbrance.
3. Seller guarantees that the Puppy is an Australian Labradoodle dog, offspring of the Australian Labradoodle sire and dam listed above.
4. All reasonable care has been taken throughout the breeding and rearing of the Puppy. The Puppy is believed to be delivered in good health and is sold in good faith.
5. Puppy has remained with Seller or authorized designees until eight (8) weeks of age.
6. Seller takes reasonable steps to predetermine the temperament of the Puppy. However, Seller makes no warranty as to the temperament, training potential, maturity, or disposition of the Puppy.
7. Seller has had the Puppy examined by a qualified, practicing veterinarian and has received deworming, a microchip, and spay/neuter surgery, and age-appropriate vaccinations at Seller's expense prior to sale.
8. The Puppy is believed to be free from, but not limited to, viral illnesses, infections, hypoglycemia, giardia, coccidiosis, etc.

The Puppy has been examined and believed to be free from, but not limited to, any complication due to the ingestion of foreign objects or food chemicals, improper bite, umbilical hernia, physical injury, etc.

#### LIMITED HEALTH GUARANTEE

The Health Guarantee shall remain effect only during the transfer of the Puppy to Purchaser and terminates at the end of seven business days of purchase date with the following terms;

1. The Limited Health Guarantee does not cover genetic abnormalities or genetic conditions of any kind.
2. The Purchaser must have the Puppy examined by a veterinarian of their choice within four (4) business days of purchase date. The Purchaser must send the veterinarian's signed and dated visit report to Seller within seven (7) business days of purchase date. This Health Guarantee is otherwise voided regardless of findings or conditions found or diagnosed.
3. In the event that the Purchaser's veterinarian finds complications of viral illnesses, infections, hypoglycemia, giardia, coccidiosis, or umbilical hernia, the Purchaser must immediately contact Seller and send a written request for reimbursement dated within seven (7) business days of purchase date.
4. Seller reserves full right and retains sole discretion to determine the reimbursement for care to remedy conditions found within the Purchaser's veterinarian signed and dated visit report. Reimbursements provided will not exceed \$500.00. Reimbursements are only provided for viral illnesses, infections, hypoglycemia, giardia, coccidiosis, or umbilical hernia related only to the first visit to the Purchaser's veterinarian. No other conditions (the ingestion of foreign objects or food chemicals, or physical injury, etc.) or subsequent findings of any kind are covered by the Health Guarantee once the Puppy is in the care of the Purchaser.
5. Giardia and coccidiosis can be ongoing issues if the Puppy's environment are not cleaned and cleared of these bacteria. Seller does not have control over the Purchaser's environment and therefore will not continue reimbursing further treatments for these illnesses after the initial visit and treatment.
6. The Purchaser shall have the right within a period of seven (7) business days from purchase date to return the Puppy after an examination by the Purchaser's veterinarian due to reasonable defect with written explanation and a signed and dated visit report by the Purchaser's veterinarian, at which time the Purchaser will be refunded the full purchase price minus the \$500.00 deposit.

#### PURCHASER'S REPRESENTATIONS AND WARRANTIES

1. The Puppy will reside with the Purchaser as a companion pet to Purchaser and Purchaser's family.
2. The Purchaser will keep the Puppy in an enclosed area of adequate size and will not allow the Puppy to roam at will. Purchaser will not keep the Puppy chained or tethered or permanently house the dog in a kennel.
3. Purchaser will not sell, give, or release the Puppy to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent of any such business or facility.
4. Purchaser will not transfer the ownership of the Puppy to any other person without giving notice of such proposed transfer to Seller at least thirty (30) days prior to such proposed transfer and Seller shall have the full and first right to resume possession and ownership of the Dog under no obligations or terms by and of the Purchaser.
5. In the event Purchaser transfers ownership of the Dog, with Seller's consent to a new owner, Purchaser shall require that the new Owner agree in writing to abide by all terms of this Agreement.
6. Purchaser will not euthanize or in any way disposed of the dog without a second opinion from a veterinarian chosen by Seller. The Purchaser waives all rights to a replacement puppy or to any financial payment as compensation.
7. Purchaser shall comply with all terms of this Agreement, including Purchaser's Responsibilities described in the Purchaser's Responsibilities section below at all times.

#### PURCHASER'S RESPONSIBILITIES

1. Purchaser understands and agrees to all the terms stated in the Limited Health Guarantee and the Genetic Health Guarantee.
2. Purchaser agrees to maintain a regular vaccination schedule and routine de-worming by a licensed veterinarian including

a monthly heartworm preventative.

3. Purchaser agrees to continue TLC food and NuVet Supplements for the first year of the Puppy's life.
4. Purchaser agrees to safely keep the Puppy from public places such as pet stores or parks as its immunity is not yet strong enough to be exposed to potentially deadly viruses before vaccinations are completed (approximately 16 weeks).
5. Purchaser also will give daily exercise, provide indoor living quarters, a reliable fence system, and regular veterinarian care. The purchaser is responsible to keep the Puppy fit and will not allow the Puppy to become overweight, which may cause to hip dysplasia.
6. The Puppy shall not compete in agility competitions (which involves jumping), Frisbee games, or allowed to run up and down flight of stairs during the first year of major growth life, which may cause to hip dysplasia.
7. Seller reminds the Purchaser that Australian Labradoodles are intelligent animals that require consistent training, socialization, and attention. Seller strongly encourages Purchaser to enroll puppy in socialization classes, obedience training, and expose them to situations and people at the appropriate time after full immunity.
8. Seller wishes to remain in contact with Purchaser; therefore, Seller requests to be notified of any changes in address or contact information.
9. Purchaser agrees that, upon execution of this contract, all personal and well-being, care, training, veterinary care and costs, medications, and all other expenses related to ownership of a dog are the sole and exclusive responsibility of the Purchaser.

#### GENETIC HEALTH GUARANTEE

The Genetic Health Guarantee begins on the date of the birth of the Puppy and remains in effect to the same month and day two years from purchase date. The Genetic Health Guarantee covers hip dysplasia, genetic cancers, hereditary epilepsy, and progressive retinal atrophy.

1. The Genetic Health Guarantee does NOT cover the following: mistreatment or abuse, injury, accidents, overweight or underweight conditions, or if the Puppy has been involved in extreme agility, excessive jumping and running, or over-exercising during the growth period of the first two (2) years of life. It does NOT cover trauma-related or environmental factors that have affected the dog adversely. Diagnosis of non-genetic illnesses and diseases not covered, but not limited to, are non-genetic cancers, behavioral, environmental, poisons or overdoses, parasites (internal or external), viral or bacterial infections, fungal infections, or protozoal disease.
2. Death or illness due to injury, accident, owner's neglect, or any other cause will not be eligible for a refund and render the Genetic Health Guarantee null and void.
3. If a diagnosis of any hip dysplasia is found within the first two (2) years, Seller requires a dated and official Penn hip report and a signed and dated letter from the Purchaser's veterinarian that the puppy has received proper check-ups and has not been overweight. Seller also requires a signed and dated statement that the Puppy has not been involved in agility or stair climbing in the first year of life.
4. If there is a diagnosis of progressive retinal atrophy, Seller requires the report of a certified veterinary ophthalmologist.
5. Seller reserves the right to have the Puppy examined by a veterinarian of Seller's choice and all requirements and terms must be met by both Parties before any replacement or refund is provided. If Purchaser chooses a replacement, another puppy from upcoming litter, subject to availability; can be chosen and the same process will be followed as with the original Puppy. Otherwise, Seller will provide a one-time refund to the Purchaser, up to be not to exceed one-half the purchase price minus the deposit. The refund price will not include sales tax, shipping/nanny service, or training costs of any kind.
6. Seller will not require the return of the Puppy unless requested by the Purchaser. Return shipping will be at the Purchaser's expense.
7. This Genetic Health Guarantee only applies to the original Purchaser, as listed above, and is not transferrable to another purchaser or owner.
8. Every effort has been made to avoid any possible inherited conditions. Relevant screenings have been performed on either the Puppy or its sire and dam for genetic conditions. Seller reserves the full right and retains sole discretion of screenings performed to determine genetic reliability and as it relates to the Genetic Health Guarantee.

9. If any examining veterinarian should find the Puppy has been abused, subjected to trauma, overfed, underfed, over exercised, or neglected, this Genetic Health Guarantee is immediately null and void.

10. Seller is not liable under any circumstances to the Purchaser or any third party for consequential, incidental, or special damages resulting from the Puppy or related to the Puppy.

#### REHOMING

The Purchaser agree that if, at any stage in the Puppy's life, the Purchaser wishes to rehome the Puppy, Seller will be the first to be informed and the Purchaser will, if Seller requests, return the Puppy to Seller. The Seller will offer every reasonable assistance to find a new home. Seller reserves full right and retains sole discretion of the possibility or amount of reimbursement of any kind due to a rehoming of the Puppy.

#### INDEMNITY AND RELEASE

Purchaser agrees to defend, indemnify and hold harmless Seller, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the Purchaser, its respective affiliates, officers, agents, employees, and permitted successors and assigns that arises out of or as a result of any action of Purchaser in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### DISPUTE RESOLUTION AND LIMITATION OF ACTION

Any action or claim brought by Purchaser against Seller for breach of this Agreement or any other action arising from the purchase and sale of the Puppy must be brought within one (1) year of the date of such claim or loss occurs.

In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through negotiation between the parties. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to final and binding arbitration in accordance with the laws of the State of Indiana. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Indiana. Any action of claim under this Agreement shall be brought by either party in the Courts of Montgomery County, Indiana and Seller and Purchaser hereby agree to be subject to the jurisdiction and venue of such courts.

The prevailing party in any arbitration or legal proceeding shall be entitled to recover its reasonable costs and attorney fees. However, Seller retains its right to seek legal remedies to recover its possession of property in accordance with Indiana Law.

#### MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### ASSIGNMENT

The Purchaser will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of Seller.

#### ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as