



# PET AGREEMENT & HEALTH GUARANTEE

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<b>Breeding Rights: NO</b>	<b>Adoption Price: \$</b>
<b>Birth Date:</b>	<b>Non-Refundable Holding Fee: \$</b>
<b>Gender &amp; Nickname:</b>	<b>Opt. Microchip \$25:</b>
<b>Color &amp; Breed:</b>	<b>Opt. Snuggle Puppy \$40:</b>
<b>Dam:</b>	<b>Shipping/Delivery Fee:</b>
<b>Sire:</b>	<b>Final Balance Due:</b>
<b>Buyer name(s):</b>	<b>Possession Date:</b>

**SPAY /NEUTER AGREEMENT:** This puppy is being sold by Breeder and purchased by Buyer(s) as a pet-quality/companion dog only. Buyer(s) is obligated to spay/neuter the dog as described herein. Buyer(s) agree that the dog will not produce a litter of puppies, either as purposely bred or by accidental breeding. Buyer(s) agree that this dog shall be spayed/neutered by [REDACTED] (equivalent to one (1) year of age) and evidence of said spay/neuter is required to be provided to Breeder in writing within seven (7) days of said procedure. Proof of spay/neuter must be on veterinary hospital letterhead, showing the puppy's name, date of birth, and microchip number (if applicable).

**PET INSURANCE:** Within 24 hours of receiving the dog, Buyer(s) will be provided with a certificate for a free 30-day trial of pet insurance with Trupanion. The Buyer(s) shall timely activate the insurance and provide proof of activation to Breeder before the date of possession. Continued service beyond the 30-day free trial is *not* required. BREEDER SHALL NOT BE RESPONSIBLE FOR ANY MEDICAL EXPENSES THAT BUYER(S) INCUR.

**ONE-YEAR HEALTH GUARANTEE:** Even though Breeder has worked diligently to carefully monitor the dog's development and has performed health testing to help reduce risk of disease and conditions that negatively impact health and quality of life, Buyer(s) understands that dogs are living beings and that these factors alone do not guarantee that the dog will never have any illness or any health condition. Because there are other factors that impact a dog's development, (i.e., *nutrition, environment, activity levels, trauma etc.*), Breeder has developed this guarantee process. BREEDER SHALL NOT BE RESPONSIBLE FOR ANY MEDICAL EXPENSES THAT BUYER(S) INCUR.

## 1. GUARANTEE INCLUSIONS:

- a. **Eye Defects.** Genetic defects of the eye causing progressive blindness and/or requiring surgery to prevent blindness, as diagnosed by a board-certified veterinary ophthalmologist. Also included is a prolapsed gland of the nictitans (cherry eye) and entropion.
- b. **Cardiac and Liver Disorders.** Cardiac and liver disorders of clearly genetic origin that require surgery or that, after treatment, is life-threatening or greatly diminishes the dog's quality of life. Screening exams as part of a wellness check or for the purpose of OFA certification are both considered screening exams and do require further testing for a diagnosis by a board-certified canine cardiologist or licensed veterinarian specialist.
- c. **Health, Color, Coat, and Trait Testing.** The Breeder has tested the dogs' parents for most of the currently recommended health tests appropriate to the respective poodle variety by the parent club (Poodle Club of America) per the American Kennel Club. Should Buyer(s) choose to perform any additional testing or retesting not specifically included in any testing results of the dogs' parents and/or the dog attached hereto and incorporated herein (*including health, breed composition, color, coat, trait, etc.*), the Breeder specifically excludes the product of those results from this Agreement, and the Buyer(s) agrees to not hold the Breeder responsible in any way. This includes any testing result from any testing company indicating the dog has none, one or both genes of any health gene, color, coat, or any trait, etc.) specifically including CDDY-IVDD as this genetic marker is "set" in the smaller poodle varieties (85-90% of all toy and miniature poodles).
- d. **Patellar Luxation.** Severe luxating patella(s) as diagnosed by a licensed veterinarian. Severe patellar luxation is defined as patellar luxation requiring surgical intervention. Dogs that are at any point overweight or that incur injury to bones or joints from over-exercise, trauma, or may have an environmental link are explicitly excluded from guarantee of severe patellar luxation. All requests and submission of documentation shall be submitted to Breeder by Buyer(s) within seven (7) days of diagnosis. Buyer(s) must show proof of healthy weight by having their veterinarian evaluate the dog's body condition score at all veterinary visits.
- e. **Hip Dysplasia.** Hip dysplasia is multigenic and multifactorial. Moreover, dogs can have signs of osteoarthritis or hip dysplasia on an X-ray, but those dogs may never have clinical signs of either condition even if they are produced by parents with no radiological or clinical signs. This guarantee only covers severe clinical hip dysplasia within the stated period providing the dog has not been overweight, exposed to unhealthy environmental conditions, trauma, or had any physical injury or issues which cause is unknown or may have an environmental link. Since current veterinary science shows that dysplasia/osteoarthritis is more

a product of nutrition and environment than genetics, dogs that are at any point overweight or that incur injury to bones or joints from over-exercise or exposure to improper or harsh environment are explicitly excluded from guarantee of hip or elbow dysplasia. All guarantee requests and submission of documentation shall be submitted to Breeder by Buyer(s) within seven (7) days of diagnosis.

At a minimum, radiographic evidence of hip-dysplasia-associated osteoarthritis must be provided to be considered severe dysplasia along with evidence of severe clinical symptoms, with a second opinion provided at Buyer(s)'s expense by a Breeder-approved veterinarian or certification authority (i.e., OFA or PennHIP). Buyer(s) must show proof of healthy weight by having their veterinarian evaluate the dog's body condition score at all veterinary visits.

- f. **Death.** If the dog dies, and Buyer(s) suspects a clearly genetic origin or other condition guaranteed within this Agreement, Buyer(s) must have a necropsy performed by a licensed veterinarian at Buyer(s)'s expense. Buyer(s) must include copies of diagnosis and all treatment documentation to Breeder. Breeder reserves the right to request a second opinion from a veterinarian of their choice in the local area of Buyer(s) or via phone consult with a veterinarian in any location and grants permission to Breeder and Breeder's veterinarian to consult with all professionals treating the dog. Should any travel or shipping fees become necessary, those costs shall be borne by Buyer(s).

Should a guaranteed inclusion event occur within this guarantee period, the dog must first be spayed or neutered. Evidence of the spay/neuter is required to be provided to Breeder in writing within seven (7) days of said procedure. Proof of spay/neuter must be on veterinary letterhead, showing the dog's name, date of birth, and microchip number. After that time, Buyer(s) may choose to:

- i. Keep the dog and receive a dog valued up to the adoption price of the dog from Breeder.
- ii. Rehome the dog to a good, suitable home, then receive a dog valued up to the adoption price of the dog from Breeder.
- iii. Not keep the dog or is unable or can't rehome after a considerable effort, Buyer(s) can return the dog to Breeder and shall transfer of ownership of the dog's kennel club registration papers (if any), immunization and medical records, microchip registration, etc. back to Breeder. All costs associated with returning the dog shall be borne by Buyer(s). Buyer(s) then can receive a dog valued up to the adoption price of the dog from Breeder and that dog's transportation costs shall also be borne by Buyer(s).

Should a guaranteed inclusion event result in death of the dog within this guarantee period and all requirements have been satisfied contained within this Agreement as contained in paragraph 1f, then Buyer(s) may choose to:

1. Receive a dog valued up to the adoption price of the dog from Breeder. Any of the dog's transportation costs shall be borne by Buyer(s).
2. Forfeit any remedy(s) available as contained within this Agreement and not receive another dog from Breeder.

***THERE SHALL BE NO CASH REFUNDS FROM BREEDER FOR ANY COSTS INCURRED BY BUYER(S) NOR FOR ANY COSTS ASSOCIATED WITH THE ADOPTION PRICE OF THE DOG OR "REPLACEMENT" DOG.***

## 2. GUARANTEE EXCLUSIONS:

- a. **Surgical Procedures.** Any routine surgical procedure costs including injury or death from any routine procedure.
- a. **Conditions & Minor Flaws.** Common dog parasites brought on by the stress of changing environment, shipping, or motion sickness. Stress can ignite opportunistic parasites such as coccidia (dormant in most live animals), giardia (also dormant in most live animals), and occasionally upper respiratory infections, etc. Also excluded are viral illnesses, infections, upper respiratory conditions, ear mites or infections, skin issues including mites, fleas or ticks, tissue issues, malocclusions, allergies, herniations, open fontanels, cryptorchidism, low-grade heart murmur (not requiring surgery), low-grade luxating patellas (not requiring surgery), mild hip dysplasia (not requiring surgery), seizures, or non-life-threatening portosystemic shunt. Non-life-threatening eye, skin, tissue, allergies, herniations, cryptorchidism, malocclusions, mild luxating patellas and open fontanels.
- b. **Illnesses Of Unknown Origin.** Any illness due to the ingestion of foreign objects, food, plants, chemicals or other items, physical injury, or issues which cause is unknown or may have an environmental link or illnesses from unknown causes including, but not limited to, cancerous growths.
- b. **Characteristics.** Because there are other factors that impact a dog's development, (i.e., *nutrition, environment, activity levels, trauma etc.*), Breeder cannot guarantee size, color, conformation, or temperament of any dog beyond the date of this Agreement.
- c. **Dewclaws & Tail.** Breeder doesn't guarantee that dewclaws have been removed or will not re-grow and excludes any veterinarian charges for removal of dewclaws or docking of the dog's tail.
- d. **Trauma & Environment.** Health issues such as luxating patellas and hip dysplasia arising from trauma, environment, or failure to maintain general health care of the dog, including allowing the dog to become overweight (overweight is defined as body condition score over 5 on a scale of 9). Also not included is injury to joints or bones from over-exercise.
- e. **Hypoglycemia.** Breeder will never accept any liability for any losses of any nature because of this condition. *Any signs of depression, lethargy, lack of appetite or desire to drink water, diarrhea (particularly with blood and/or mucous), or vomiting must be treated by your veterinarian immediately!*

**PREVENTATIVE HEALTH:** Buyer(s) agrees to keep the dog in good physical condition with regularly scheduled health visits with your veterinarian for the proper ongoing health appropriate for your area, as recommended by your veterinarian. Buyer(s) further agrees to provide proper shelter, exercise, fresh water, high-quality dog food, treats, pet care products, and nutritional supplements appropriate for your dog. Careful consideration should be discussed with your veterinarian about the preventative administration of any internal flea medication, using Comfortis or Trifexis Flea & Tick products as they have been known to cause adverse reactions. Breeder recommends using Frontline Plus or Advantix (both topical), or a Seresto collar for tick prevention.

**NUTRITION:** While genetics account for only about 35% of a dog's performance, the remaining 65% is management, training, and nutrition. Breeder cannot ensure the overall health of the dog if it is provided nutrition sources which may contain harmful preservatives and chemicals. Guarantee claims require the dog be fed a high-quality dog food that is Association of American Feed Control Officials (AAFCO) compliant and includes meat as the first ingredient (as defined by the AAFCO) and that contains no corn, wheat, soy, or their derivatives, no artificial colors/flavors/preservatives and is manufactured in the United States by a company with no history of

recalls. Receipts for dog food must be retained as proof for all claims. Breeder has performed extensive research and obtained independent laboratory testing, and therefore strongly recommends feeding the *Life's Abundance* holistically formulated line of products including dog food, treats and supplements.

**REHOME OR RETURN OF DOG:** We don't wish for any puppy to be sold or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. Nevertheless, Buyer(s) may need to rehome the dog to an alternative good, suitable home. If Buyer(s) can't rehome the dog accordingly, Buyer(s) agrees to return the dog to Breeder. All costs associated with returning the dog shall be borne by Buyer(s) and the dog's ownership shall be transferred to Breeder along with all kennel club registration papers (if any), immunization and medical records, microchip registration, etc. No monetary compensation shall be given for the return of the dog.

**MISCELLANEOUS:** Breeder may accept credit cards as a convenience to Buyer(s). Buyer(s) agrees that no disputes will be filed through a credit card company or financial institution for any reason. In the event of legal action necessary to enforce the obligations on the Buyer(s) by the Breeder the Buyer(s) shall be responsible for all reasonable expenses of such enforcement including Breeder's necessary attorney's fees, court costs, and travel fees.

The pictures which Breeder provides to Buyer(s) are of a professional quality, taken by a professional. Buyer(s) does not have permission to alter these photos in any way, nor does Buyer(s) have permission to attempt to resell any dog acquired from Breeder using any of these pictures. Buyer(s) gives permission to Breeder to share all photos shared with Breeder for the purposes of advertisement.

In the event Breeder ceases breeding activities, this Agreement will be terminated and Buyer(s) releases Breeder from all claims.

**ABUSE/NEGLECT:** In the event that the dog is mistreated, neglected, abused in any way, kept outside in extreme heat or extreme cold conditions, kept on wire flooring, Breeder has the right to rescue the dog immediately, with no notice or compensation to Buyer(s). Buyer(s) shall voluntarily surrender the dog, and any kennel club registration, microchip records, and health records.

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT. ANY COURT COSTS AND ATTORNEY FEES NECESSARY TO ENFORCE THIS CONTRACT SHALL BE PAID BY BUYER(S) IN THE STATE OF IDAHO AND THE LAWS OF THE STATE OF IDAHO, JEFFERSON COUNTY, UNITED STATES OF AMERICA WILL GOVERN THE INTERPRETATION OF THIS CONTRACT.

THIS GUARANTEE APPLIES TO ORIGINAL BUYER(S) ONLY AND IS NOT TRANSFERABLE. THERE ARE NO OTHER GUARANTIES, EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

By signing below, that I hereby acknowledge that I have read, understand, and agree to the terms of this Agreement in its entirety.

**DATED:** \_\_\_\_\_ **Buyer(s) Signatures:** \_\_\_\_\_

**Physical & Mailing Address:** \_\_\_\_\_

**Two Phone numbers:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Breeder Signature:** \_\_\_\_\_

**Julie Macki or Rebekah Antis**