

# INTRODUCTION

The following Puppy Purchase Agreement ("Agreement") is made and entered into by and between the following persons and is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## 1. PARTIES

### 1. SELLER

Goldendoodle Dandies, LLC (hereinafter referred to as "Seller" or "Goldendoodle Dandies").

Phone: (918) 286-4925

Email: cooleyjana.rsu@outlook.com

### 1. BUYER

Name: \_\_\_\_\_ (hereinafter referred to as "Buyer")

Address:

Phone:

Email:

## 1. PURCHASE PRICE

1. Buyer(s) shall give consideration in the form of the purchase price of \$2250.00 ("Purchase Price"), and performance in accordance with the terms and conditions set forth in this agreement. Please make all checks payable to: **Goldendoodle Dandies, LLC**.

1. Seller shall give consideration in the form of delivering the Puppy, and performance in accordance with the terms and conditions set forth in this Agreement.

500. The Seller hereby accepts a non-refundable deposit of Five Hundred Dollars (\$500.00) (to be given/mailed to Seller with Agreement) toward the purchase of the puppy identified below. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Puppy to some other Buyer and retention of the Deposit is meant to compensate Seller for his possible loss. This deposit signifies the intent on the part of the Buyer to follow through with the purchase of this Puppy. If no Deposit-Payment due in full in cash at pickup or if shipping within ten (10) days of the contract date. The full Purchase Price is \$\_2250\_\_\_\_\_.00 and the balance is due when puppy is delivered by the Seller to the Buyer(s) or before puppy is shipped. Payment must clear before shipment will occur. (Please allow processing time for the funds to clear). If picking up in person balance is due in cash. Crate, Delivery charges, and any additional Handling expenses are the responsibility of and shall be paid by the Buyer(s). The current flat rate varies for this service due to the final delivery address. Buyer(s) agree(s) to this additional charge for this additional service or shipping.

**Buyer Initials**

1. The Seller hereby sells and will deliver to the Buyer(s) \_(M/F)) Golden Retriever or Goldendoodle. (hereinafter referred to as "Puppy". Puppy "pick" must be made by five weeks of age.

1. Puppy, whelped on approximately

2. **Sire** of this Puppy is:

Owned by: **Goldendoodle Dandies, LLC**

3. **Dam** of this Puppy is:

Owned by: **Goldendoodle Dandies, LLC**

## **SELLER REPRESENTATIONS AND LIMITED WARRANTY**

1. Seller Representations.

The Seller represents that:

1. The above Puppy will be examined by a licensed veterinarian if the Puppy is shipped and will be found in good health or owners will be notified before final delivery of Puppy.

2. This Puppy is being sold as a pet and companion animal;

3. The application for registration of this Puppy is limited\* as defined by the American Kennel Club ("AKC") and this puppy is not being sold for the purposes of breeding; and \*Limited Registration means that the dog is registered with the AKC but no litters produced by the dog are eligible for registration.

1. Dogs with limited registration may not be entered in breed competition(s) at Dog Shows but may compete in all other AKC events. The litter Owner may later apply to change this designation and have the dog given full registration privileges, but a fee and special application are required for this change and are not guaranteed.

1. The Unlimited registration can, be obtained, at Sellers' discretion for an additional fee of \$\_\_\_\_, within \_\_\_\_ months from the date of this contract.

The AKC papers with unlimited registration will be provided within one (1) week of payment being made. A copy of the AKC registration papers will be given to new owner at pickup or delivery of puppy.

1. The exception for doodles is as follows: The registration will be **CKC for doodles**.

1. Papers will be provided by mail within sixty (60) days from the date of this contract.

**If breeding of any of our puppies sold without purchasing breeding rights the charge will be a \$5000.00 fine PLUS- \$500 per puppy sold. ALL GOLDENDOODLES ARE SOLD AS PETS ONLY.**

1. Reasonable precautions have been taken to prevent this Puppy from acquiring hereditary defects of the hips, elbows, eyes and heart. However, due to unknown hereditary and environmental causes of such defects, no guarantee will be given against them. Goldendoodle Dandies does not guarantee temperament.

1. Seller's Limited Warranty. Seller hereby warrants only the following:

1. Should the Puppy purchased under this Agreement be diagnosed by a board certified specialist as being affected by hereditary defects of the hips, elbows, eyes and/or heart, the Seller will at the Seller's sole discretion take the Puppy back and replace it with a puppy from another breeding, so long as said diagnoses and request for replacement happen within two (2) years of the Puppy's birth date for any purchased Puppy suffering a hereditary defect(s) of the hip(s) and within one (1) year of the Puppy's birth date for any hereditary defects(s) of the eyes, heart and/or elbow(s).

**Buyer Initial**

2. Goldendoodle Dandies makes no warranty as to the eventual personality of the animal due to the influence of environment and training techniques, or lack thereof. **Buyer Initial**

3. No other warranty pertaining to merchantability of the Puppy purchased, fitness for a particular purpose, or any other type of warranty, whether explicit or implied, is given by the Seller. The only warranty given is specifically stated above and limited to those terms. **Buyer Initial**

4. This limited warranty is given only to the original purchaser of the Puppy sold under this Agreement. This limited warranty is the only warranty given on the Puppy purchased under this Agreement.

**Buyer Initial**

5. Buyer hereby acknowledges that he/she/it understands the terms and conditions of the above presented Seller's Limited Warranty. **Buyer's Name:**

6. **\*\*\*All Veterinarian fees and expenses shall be the responsibility of the Buyer(s). Under no circumstances shall Goldendoodle Dandies, its owners, operators, or employees be held responsible for any expenses for any puppy not in the possession of Goldendoodle Dandies. Buyer Initial**

1. THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE BUYER:

1. The Buyer(s) Agree(s) to the following:

1. **Examination.** The Puppy will be examined by a licensed Veterinarian within seventy-two (72) hours of receipt. Proof of examination within seventy-two (72) hours of receipt shall be provided to Seller, at Seller's request, should Buyer request any adjustment of price or seek an exchange. If the puppy is returned due to illness (other than a hereditary defect(s) as stated in Seller's limited warranty, above), a verified letter specifically addressing the purported illness is required from the veterinarian. This includes death or illness from any health condition deemed present prior to removal from Goldendoodle Dandies premises. **Buyer Initial**

2. **Acceptance of Animal "As-Is".** Buyer(s) agrees that, after three (3) business days from the day upon which the Buyer(s) receive(s) the animal purchased under this Agreement, Buyer(s) accept(s) the animal "as is" except for any veterinary doctor confirmed issues or problems with the animal's hips, elbows, eyes and/or heart, as stated in the Seller's Limited Warranty, above. **Buyer Initial**

3. **Medical Care and Treatment** Buyer further agrees, as part of Buyer(s) performance under this agreement, that the Puppy will be given proper medical care including, but not limited to, vaccinations and annual boosters, regular de-worming, adequate and proper shade, and housing in a fenced yard or kennel.

4. **Grooming and Training.** Buyer(s) agree(s) that he/she/it will groom, train, and care for this dog in a manner consistent with high quality animal husbandry practices and those endorsed by the Breeder and the AKC.

5. **Never Surrender.** Buyer(s) agree(s) this Puppy will never be surrendered to any humane society, animal rescue group or animal shelter.

**6. Right Of Recovery Or Placement.** Should the Buyer find themselves in any circumstance where they are no longer able to properly care for the Puppy, Buyer agrees to contact Goldendoodle Dandies first and be given first rights to the Puppy. If the Puppy is to be sold for any reason, Goldendoodle Dandies will be given right of first refusal.

**Buyer Initial**

**7. Costs of All Returns.** Should an animal purchased under this agreement be returned for any reason whatsoever, Buyer(s) accept(s) responsibility for, and shall pay, without recourse against the Seller, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports. Should an exchange animal be agreed upon, Buyer(s) shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer(s).

**Buyer Initial**

**8. No Purpose Other than Having a Pet.** Buyer(s) agree(s) this Puppy will not be used for any purposes of research or vivisection and shall not be sold or given to any wholesale establishment, chain store, catalog sales house, pet store or puppy mill. Buyer(s) agree(s) that the animal purchased from Goldendoodle Dandies is purchased to be the Buyer's pet. If we find out our puppies and/or bloodlines have been bred or used in any type of breeding program—there will be a \$5000.00 fine and charged an additional \$500.00 for any and every puppy sold.

**Buyer Initial**

**9. Covenant not to Disparage.** Buyer(s) understands that the eventual personality and/or behavioral traits of the Puppy purchased under the Agreement cannot be guaranteed. As such, and knowing that any disparaging remarks against Goldendoodle Dandies, its owners, operators, or employees will result in irreparable harm to Goldendoodle Dandies and its business, Buyer(s) agree(s) to refrain from making any disparaging remarks or comments, whether publicly or privately made, concerning Goldendoodle Dandies, its owners, operators, or employees, or the dogs bred at, or purchased from, Goldendoodle Dandies. Buyer(s) agree(s) to pay liquidated damages of Five Thousand Dollars (\$5,000.00) for each and every single disparaging remark made.

**Buyer Initial**

## 1. GENERAL TERMS

1. In the event of any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination (a "Dispute"), the parties shall first use reasonable efforts to resolve such Dispute through amicable negotiations. If after thirty (30) days from first notice, negotiations do not resolve the Dispute either Party may pursue other remedies which may include pursuit in a court of law.

500. **Venue.** The parties to this Agreement agree that venue for all disputes concerning this Agreement, or concerning the parties' performance under this Agreement, shall be Tulsa County Small Claims Court, Tulsa County, Oklahoma, when the amount in controversy is less than Seven Thousand Five Hundred Dollars (\$7,500.00), and shall be Tulsa County District Court, Tulsa County Oklahoma, when the amount in controversy is Seven Thousand Five Hundred Dollars (\$7,500.00) or more.

1. **Jurisdiction.** The parties to this Agreement agree and consent to jurisdiction over them by the Tulsa County District Court and the Tulsa County Small Claims Court, and agree to have either court exercise jurisdiction over them for any and all disputes concerning this Agreement, or concerning the parties' performance under this Agreement.

1. **Choice of Law.** The parties to the Agreement agree that law governing any and all disputes concerning this Agreement, or concerning the parties' performance under this Agreement, shall be the laws of the State of Oklahoma.

1. **Attorney's Fees.** Should an action be brought in Tulsa County District Court or Tulsa County Small Claims Court for purported violations of the terms of this Agreement, the prevailing party shall be entitled to an additional award of reasonable attorney's fees and costs. The prevailing party shall be determined by the judge, magistrate, commissioner, or other judicial figure who presides over any such proceeding.

1. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

1. The parties may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the party.

1. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

1. **Amendment.** This Agreement may be amended only by a written instrument signed by the parties.

1. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

1. **Interpretation.** Each party has had adequate opportunity to review this Agreement. Any interpretation of this Agreement shall be made without regard to authorship or negotiation.

1. **Waiver.** A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

1. **Entire Agreement.** This Agreement (together with the documents listed on Exhibit A) constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

The Spay/ Neuter proceed must be done within ONE year of the puppies birth. Hard copy documentation must be provided to Goldendoodle Dandies within one year- or upon request- verifying the procedure has been done.

**This Agreement has been read by, and is understood by, the Buyer(s). Buyer(s) accept(s), and agree(s) to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.**

Date

Buyer Nam

# EXHIBIT A

## Spay/Neuter Addendum

This is Goldendoodle Dandies Spay, LLC's/Neuter Addendum (hereinafter referred to as "Addendum") which will be signed when purchasing a Puppy as "pet only," or with "limited AKC registration", and for all "Goldendoodles."

This Addendum is legal and binding. If purchasing a Puppy as a pet only you will be required to have your Puppy spayed/neutered before any registration papers are provided to Buyer. AKC or CKC papers on the Puppy will be withheld until notification of altering of the Puppy is received and verified.

Permanent ownership of this Puppy is contingent upon your compliance with this Addendum. Written proof of the spay/neuter must be received by the (PURCHASER'S NAME) within fourteen (14) days after the surgery. In the event that the Puppy's health does not allow this Addendum to be honored, Seller must be provided with a statement from your veterinarian that this Puppy is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of this Puppy, the Buyer will contact the veterinarian and establish the earliest date that the procedure can be performed. Buyer will notify the BREEDER of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced.

This is the responsibility of the Buyer, not the veterinarian, to ensure that Goldendoodle Dandies has received verification that the surgery has been performed. Failure to comply with this Addendum by the date below, unless otherwise agreed to in writing, will be considered a breach of the Contract, and Buyer will transport this Puppy back to Goldendoodle Dandies, at Buyer's expense, and will not be entitled to a refund of the Purchase Price.

By my signature below, I agree to have this Puppy spayed/neutered by no later than \_\_\_\_\_, and I understand that this Addendum is an agreement that this Puppy will not produce a litter of puppies either as purposely bred or by accidental breeding. I also agree that should Puppy not be altered that I will return said Puppy back to Seller, with no refund.

The Spay/ Neuter- must be done within ONE year of the puppies birth. Hard copy documentation must be provided to Goldendoodle Dandies within one year- or upon request- verifying the procedure has been done.

NOTE: Should we determine that our puppies and/or bloodlines have been bred or used in any type of breeding program—there will be a \$5000.00 fine and charged an additional \$500.00 for each and every puppy.

**Buyer Initial**

**Buyer's Name:**

**Date**

**Purchaser's Name:**

**Address:**

**City:**

**State:**

**Zip:**

**Telephone number (home):**

**Telephone number (work):**

**Driver's License Number:**

**Issuing State:**

**Breeder's Name:**

**Goldendoodle Dandies**

**Jana Cooley**

**918-286-4925**

**cooleyjana.rsu@outlook.com**