

Spay/Neuter & Health Agreement

Puppy Breed and Sex:	
Date of Birth:	Parents:
Buyer Name:	
Planned Pick-up Date:	
Purchase Price:	

This agreement is between the Seller, Cathy Prather- Happy Top Doodles and the Buyer, listed above.

The Seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:

- A. Age-appropriate immunizations
- B. Deworming
- C. Vet record from the puppy's Wellness visit (available at the time the Buyer takes possession)

The Seller provides warranty against debilitating congenital defects for a period of two (2) years after date of sale.

- A. Seller guarantees all possible steps have been taken with the sire/dam selection and breeding to prevent hereditary issues.
- B. Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.
- C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
 - 1. Buyer must supply any requested veterinary records related to the dog's condition to the Seller within seven (7) days of diagnosis.

- 2. Seller has the right to require a second opinion from a veterinarian of the Seller's choice at the Seller's expense (transportation to the selected veterinarian is the responsibility of the Buyer).
- 3. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
- D. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.
 - 1. Original puppy need not be returned, provided there is proper documentation of the congenital issue.
 - 2. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long at 6-12 months.
 - 3. Color or gender is not guaranteed.
 - 4. Shipping fees will not be refunded, and any costs associated with shipping replacement puppy are to be covered by Buyer.
- E. If the puppy is euthanized or in any way disposed of, without a second opinion from the Seller's veterinarian, the Buyer waives all rights to a replacement puppy.
- F. This warranty does **not** include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia and Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.
- G. No warranties or guarantees, expressed or implied, are made under this contract, except as stated.
- H. This warranty is non-transferrable.
- Any and all legal fees incurred by the Seller to enforce this contract are the sole responsibility of the Buyer and fall under the jurisdiction of Gordon County, Georgia.

It is to be clearly understood that the Seller does not, under any circumstances, accept responsibility for any veterinarian and/or health care expense. Any refunds will be limited to the purchase price only.

The Buyer agrees to pay the Seller a total sum of \$_____. This fee does not include shipping.

The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the animal in on the Buyer at all times after the puppy leaves the Seller.

The Buyer agrees to have the puppy examined by a licensed veterinarian within three (3) business days of taking possession.

- A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund.
- B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
- C. If the puppy is not taken to a licensed veterinarian within three (3) business days of taking possession, the health warranty is void.
- D. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.
- E. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the exam table. A clean blanket or towel is recommended to be used.

The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.

- A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed) then please do not buy a puppy.
- B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
- C. Most parasites are contagious, and it is possible that other dogs in the house can get them.
- D. Do not let other dogs eat the puppy's feces and clean up immediately using proper cleaning chemicals.

The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes, but is not limited to:

A. Housing the puppy indoors

B. Feeding only a premium quality, complete food intended for dogs

- C. Maintaining their puppy at a healthy weight
- D. Having their puppy seen by a licensed veterinarian for a wellness exam annually
- E. Taking their puppy to a licensed veterinarian if he or she gets sick or is injured
- F. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association.
- G. Administering heartworm preventative medication if recommended by a licensed veterinarian

The Buyer highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.

The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as the puppy develops.

The buyer agrees to contact the Seller immediately if the Buyer determines that they are unable to keep their puppy for any reason. The Buyer and Seller will jointly determine how the dog will be rehomed.

The Buyer agrees to <u>never</u> place their puppy with a rescue group, in a shelter, pound or similar facility, or research laboratory.

The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on their social media platforms in any manner they choose.

Happy Top Doodles puppies are sold on a strict Non-Breeding and Mandatory Spay/Neuter Contract. Buyer agrees to spay or neuter puppy no earlier than 6 months and no later the 12 months of age. Male vasectomies are not accepted. Buyer must send the proof to seller via email or regular mail no later than the puppy being 12 months of age. Failure to follow through with the spay/neuter contract as outlined above will void your Health Warranty.

Both the Buyer and Seller agree that this contract represents the entire Agreement between them and that no other representations regarding the puppy's health has been made regarding the puppy described above. This contract falls under the jurisdiction of Gordon County, Georgia. Any and all legal action regarding this contract are required to take place in Gordon County, Georgia.

Seller's Signature and date:

Buyer's Signature and date:

Buyer Address: _____

Buyer Phone: _____

Buyer Email: _____