

Happy Tails Cockapoos

Newport WA

This contract for the purchase of a Cockapoo puppy is between Ren Smith, hereafter called Seller, and _____, hereafter called Buyer.

Buyer Address: _____, Buyer

Telephone: _____ Buyer Email: _____.

COLOR: _____ PATTERN: _____ BIRTHDATE: _____ SEX: _____

1. The Buyer agrees to the following terms and conditions of this contract. The buyer is required to initial each paragraph to show they acknowledge reading them. **Initial** _____
2. The Buyer acknowledges receiving a copy of the puppy care sheet and will use it as a guide. **Initial** _____
3. The Seller guarantees that the puppy will be in good health on the date of delivery. This puppy will be examined and vaccinated by a licensed Veterinarian before placement. If a health concern is found at the time of exam, the seller will contact the buyer to discuss. If a buyer decides to not move forward, the buyer can go back on the wait list to select a different puppy or buyer can opt for a refund. A copy of the health record will be sent with the puppy. **Initial** _____
4. This puppy is being placed as pet only. The buyer agrees to have this puppy Spayed/Neutered **no earlier than 10 months of age, but no later than 1 year of age**. Buyer is to send proof of alter to seller via email: happytailscockapoos@outlook.com, within 48 hours of the procedure's completion. If proof of alter is not provided within the set timeframe or If buyer has puppy Spayed/Neutered before 10 months of age without the seller's agreement, the health guarantee will be void. If the buyer has questions about this timeline or the buyer disagrees, please read the following literature for a better understanding: *Should I spay or neuter my dog? Understanding the Secret Life of Sex Hormones by Jane Messineo Lindquist* **Initial** _____
5. The Seller guarantees that the puppy is free of genetic defects to the best of his/her knowledge. The seller has genetically screened parents prior to breeding, and breeds for health. The seller is providing a two-year genetic health guarantee starting from the puppy's date of birth. This guarantee does not include allergies or parasites. The health guarantee is for debilitating conditions that prevent the puppy from having a quality life. If such a condition is diagnosed, the buyer will provide the seller with all test results done by a licensed veterinarian showing proof of condition. In the event of death, a necropsy will be required showing a genetic condition is the cause of death. Seller will offer a replacement puppy, same sex but cannot guarantee same color. The Seller does not assume any additional liability for possible genetic defects in the puppy and will not be held responsible for veterinary bills resulting from any such condition. This guarantee is void if vaccinations are not kept current, puppy is bred, or is not altered within the agreed timeline of this contract. If a genetic condition arises, Buyer must provide proof of condition within the 2-year agreement period. **Initial** _____

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6. The Buyer shall maintain the puppy in good condition, including adherence to a regular immunization schedule recommended by veterinarian, intestinal parasite prevention, flea prevention as needed, good diet, and a clean and safe environment. The buyer agrees to not expose the puppy to public areas where Parvo exposure could be a risk until after the puppy has had all its puppy immunizations. The Seller is not liable for any veterinary, health or care expenses after the puppy leaves seller's possession, that is the sole responsibility of the buyer. **Initial** _____
7. If at any time in the life of the puppy/dog the Buyer decides to give up ownership, the Buyer shall notify the Seller and give the Seller first option to take the puppy back with no refund. Seller may opt to assist the Buyer with placement of the puppy and the new owner will be required to agree to and sign their own contract prior to placement of the puppy/dog. **Initial** _____
8. The Buyer shall not place this puppy in a shelter, rescue, or with any individual or establishment in the business of buying and selling puppies for a profit. **Initial** _____
9. The Buyer agrees if there is ever a dispute concerning the health of the puppy or the terms of this agreement not being met, they will first, contact the Seller and work on a resolution, before taking any other action. The buyer agrees they will not use the internet or social media as a forum to cause harm to the seller provided seller and buyer come to an amicable agreement and seller is actively working with them for a resolution. If Buyer chooses to use the internet or social media instead of communicating first with the seller for a resolution, buyer can be fined by a court of law for slander. If no agreement can be reached, the parties will need to seek professional mediation and or legal action in a court of law to settle the disagreement. In the event legal action is required by the seller to enforce this agreement, and the buyer is found to be at fault by a court of law, the buyer will be liable for the seller's legal expenses. **Initial** _____

Executed the _____ day of _____, 2024.

Seller Signature Ren Smith Buyer Signature _____