

## Arena Valley Acres LLC

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is between the breeder (seller) and buyer as named below:

**Breeder:**

Name: Deidre Brown

Business Name: Arena Valley Acres LLC

Phone: 208-602-2852

Email: [arenavalleyacres@gmail.com](mailto:arenavalleyacres@gmail.com)

Facebook: Arena Valley Acres

Website: arenavalleyacres.com

**Buyer:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

The buyer agrees to purchase an Aussiedoodle/Poodle for the price of \_\_\_\_\_

The additional cost of \$ \_n/a\_.00 will be added onto the price of the dog if shipping or delivery is required.

The additional cost of 3% of the balance, at the time of delivery, will be added if paying by debit or credit card.\$ \_\_\_\_\_

Total price at time of delivery, with 3% credit card fee if applicable, is \$\_\_\_\_\_.

Name of Dog:	
Breed:	Date of Birth:
Color:	Sex:
Sire Name:	Dam Name:
State of Health:	

**Health Guarantee:** The Seller guarantees this puppy to be of sound health and temperament at the time of the sale. The Seller will provide a health record of all shots, worming, and a veterinarian exam. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 72 business hours. Failure to have the puppy examined by a vet within three days of the puppy's delivered/picked up date or if the Buyer fails to provide required immunizations and medical treatment will void this health guarantee. Dehydration, Diarrhea, Hypoglycemia, Coccidia, Kennel Cough, Internal and External Parasites, Giardia, Fungal Infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered. Illnesses must be documented in writing by a licensed vet within 72 business hours. The Seller must be made informed of the examination that indicates that at the time of sale, such animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation by a licensed vet. If the puppy was in fact unfit for purchase Buyer may return the puppy for an exchange of equal value and the failure to do so within 72 hours will result in the cancellation of a replacement puppy. The seller will offer a replacement puppy of comparable value and no money will be refunded. This is subject to availability, breeder's first choice for breeding program then the buyer second. Conditions not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, minor overbite and underbites, and the conditions listed previously. If the condition can be treated, it is NOT considered life threatening. In the event of a life threatening condition the affected puppy must be returned with all veterinary documentation at the Buyer's expense. The Buyer understands that a replacement puppy will only be given if it's discovered to be a hereditary problem and not due to accident or illness. The Seller guarantees the puppy against fatal viruses for 72 hours. These include Distemper, Parvo, and Corona. It does not include Coccidia and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening. We provide a one (2) year health guarantee for life-threatening health issues (valid until the puppy's Second birthday). If the puppy should die from a suspected congenital defect within 24 months of its birth date, an autopsy must be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the seller will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must be provided with the Seller's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis. In the event there are no puppies available at that time, the buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. The Buyer understands that any and all guarantees expire two years from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. Buyer is responsible for the transportation cost of the replacement puppy. This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold to a third party, this contract shall be void.

**Limitation of Guarantee:** We do not guarantee fur color, eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, ear standing, potty training ability, proper bite, coat quality, length, weight, hernias of any kind, physical flaws or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Seller is not

responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only, based on Seller's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant against any condition caused by carelessness, negligence or abuse. Limitation Provisions to Genetic Disease(s): Any puppy purchased from Arena Valley Acres LLC must show a life threatening hereditary defect by 24 months of age. Dogs older than 24 months are not covered under this guarantee. If after the Buyer discovers a life threatening condition within two years of purchase and the owner wishes to retain the puppy the owner then waives the right to a replacement puppy unless otherwise agreed upon in writing from the Breeder stating the Buyer may keep their original puppy and also receive a replacement puppy. Shipping charges on any replacement puppy is the responsibility of the Buyer. If the puppy is found to have a life threatening/hereditary condition that required the dog to be euthanized, documentation by the Buyer's veterinarian must be provided to the Seller and must show a serious untreatable medical issue to warrant the dog to be euthanized. Please avoid Ivomec based products and it is recommended not to use Hartz shampoo or other flea products on aussiedoodles (Sellers opinion, confer with your veterinarian).

**Buyer's Responsibility:** The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with vaccines, proper nutrition, which consists of good quality dog food, fresh water at all times and teeth cleanings as needed to ensure longevity of life. The Buyer promises to provide a safe environment for the dog and never allow the dog to roam freely without proper fencing or supervision. Seller is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase. The Buyer agrees to take good care of this dog, feed and house the dog properly, maintain shots, control the dog on a harness or leash when in public and when off the premises of the dog's home. The dog's outdoor area will be fenced in and secure, or acceptable provisions will be made to assure the dog is safe any time he/she is outdoors. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions the Health Guarantee and contract is void and the Seller is not responsible for any issues that occur from the above conditions. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke, other illnesses' or accident will not entitle the buyer to any compensation from the seller. Please be careful of over exercising a puppy. This means no jogging until after the dog is 12 month, exercising to the point of exhaustion, dock diving, some agility work, jumping off objects higher than the puppies elbow height, etc. The dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the buyer for any special purpose or function of this dog. This dog is not to be used for any illegal or immoral activities and is not to be used for any type of puppy mill, dog farm or other mass producing or money-making operation.

This dog is sold to you as a pet only and nothing further.

**NuVet Plus Vitamins:** Arena Valley Acres LLC does not require buyer to keep your new fur-ever friend on NuVet Vitamins but strongly recommends it. NuVet Plus Vitamins cost on average .60 cents per day. This is a small price to pay to ensure the health of your dog. The dogs consider them a treat. For your convenience you may order by calling 800-474-7044, using order code 168001 or online <http://www.nuvet.com/168001>.

**Vaccinations Limitations:** Your puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the two year Guarantee outlined. The Buyer must have all immunizations done by a licensed veterinarian and provide proof of treatment to Seller upon request. Please do not take your puppy to parks, shopping centers, highly visited social areas, etc. until 4 weeks after the last vaccination series.

**Legal Provisions:** In the event of any litigation in connection with this contract, the Breeder will be paid reasonable attorney fees, court costs and all travel expenses, which resulted in litigation via the responsibility of the Buyer. This is considered the complete "Bill of Sale". Further, the Buyer accepts the terms of the contract. The agreement represents the total agreement between Arena Valley Acres LLC and the Buyer, and no other terms or conditions shall be valid to this sale.

This contract is legal and may be enforced by legal means at the buyers' expense. Mediation is a requirement to settle all disputes prior to other legal means at the buyers' expense.

This is the entire agreement (4 pages) between the parties and is valid and agreed to by all parties. All parties have read and understood and agreed to this contract in full by signing below.

Seller (breeder) \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_