



# AGREEMENT, HEALTH GUARANTEE & BILL OF SALE

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<b>Breeding Rights: NO</b>	<b>Adoption Price:</b>
<b>Birth Date:</b>	<b>Non-Refundable Holding Fee:</b>
<b>Sex &amp; Nickname of Puppy:</b>	<b>Opt. Microchip \$25:</b>
<b>Color, Markings &amp; Breed:</b>	<b>Opt. Snuggle Puppy \$40:</b>
<b>Mom:</b>	<b>Shipping/Delivery Fee:</b>
<b>Dad:</b>	<b>Final balance due:</b>
<b>Buyer name(s):</b>	<b>Possession Date:</b>

**SPAY/NEUTER AGREEMENT:** This puppy is being sold as a pet-quality/companion dog only. Buyer is obligated to spay/neuter the dog as described herein. Buyer agrees 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 be on veterinary hospital letterhead, showing the puppy's name, date of birth, and microchip number. Buyer agrees that the dog will not produce a litter of puppies, either as purposely bred or by accidental breeding and by causing or allowing the dog to do so, terminates all health guarantees.

**TRUPANION PET INSURANCE:** Buyer will be provided with a certificate for a free 30-day trial of pet insurance with Trupanion within 24 hours of receiving the dog. If Buyer fails to timely activate the free insurance, the Initial Wellness Guarantee contained in this Agreement is VOID. Continued service beyond the 30-day free trial is *not* required for compliance with this provision.

**INITIAL WELLNESS GUARANTEE:** The dog has been examined by both Breeder and by Breeder's veterinarian and the dog is in good health as of the date of this Agreement. Within seventy-two (72) hours (three (3) business days) of Buyer taking possession of the dog, the dog must be examined by a licensed veterinarian for a wellness exam. There should be no vaccines or treatments given at this first visit and Buyer agrees to not allow their veterinarian to restart the dog's vaccination series. Breeder has carefully administered the dog's vaccinations as recorded in the vaccination record provided according to the recommended schedule of the manufacturer of each vaccine. If the dog is not examined by a licensed veterinarian within this time frame, this *Initial Wellness Guarantee* is void.

**1. GUARANTEE INCLUSIONS:**

- a. If the examining veterinarian discovers anything that is life-threatening, the dog can be exchanged for a different dog of equal value, if available, or a dog from another litter of equal value will be made available to Buyer at the earliest availability. A written diagnosis from the examining veterinarian must be submitted to Breeder and the dog must be returned to Breeder within seven (7) days after said diagnosis. Breeder reserves the right to request a second opinion from a veterinarian of their choice in the local area of Buyer or via phone consult with a veterinarian in any location. Any travel and/or veterinarian expenses incurred by Buyer will not be refunded by Breeder. All veterinarian expense claims shall be submitted to Trupanion Pet Insurance for reimbursement.

**2. EXCLUSIONS:**

- a. **Banfield Network.** Any exam performed by a veterinarian belonging to the Banfield Network (PetSmart/Petco) will void this guarantee in its entirety due to their reputation of financial abuse and emotional manipulation of new dog owners.
- b. **Illnesses.** The dog has been examined at approximately six (6) weeks of age by Breeder's veterinarian and common dog illnesses/issues have been addressed and preventative measures proactively taken. Common dog ailments, such as worms, mites, fleas, ticks, urinary tract infections/stones, etc. are excluded. Also excluded are illnesses or common parasites brought on by the stress of changing environment, shipping, or motion sickness resulting from

being transported. Specifically, 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.

- c. **Minor Flaws & Illnesses of Unknown Origin.** Non-life-threatening eye, skin, tissue, allergies, herniations, cryptorchidism, malocclusions, mild luxating patellas and open fontanels. 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.
- d. **Hypoglycemia.** All smaller breed puppies are extremely susceptible to hypoglycemia. This is especially true for those puppies that may be smaller than a typical toy size dog. For this reason, 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!*

**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 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.

#### 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 disorders of clearly genetic origin that require surgery or that, after treatment is life-threatening or greatly diminishes the dog's quality of life, as diagnosed by a board-certified canine cardiologist. Congenital portosystemic shunt as diagnosed by a 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 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 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 within seven (7) days of diagnosis. Buyer 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 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 expense by a Breeder-approved veterinarian or certification authority (i.e., OFA or PennHIP). Buyer 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 suspects a genetic or other condition guaranteed within this Agreement, Buyer must have a necropsy performed by a licensed veterinarian at Buyer's expense. Buyer 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 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.

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 may choose to:

- i. Keep the dog and receive a dog from the next available litter of comparable size/breed/value from Breeder.
- ii. Rehome the dog to an alternative good, suitable home. 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. Buyer will receive a dog from the next available litter of comparable size/breed/value from Breeder.
- iii. If Buyer chooses not to keep the dog or can't rehome, Buyer 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. Buyer will receive a dog from the next available litter of comparable size/breed/value from Breeder. All costs associated with returning the dog shall be borne by Buyer; however, the new puppy's transportation costs shall be borne by Breeder and Breeder shall choose the safest, most suitable transportation method available at that time.

## 2. GUARANTEE EXCLUSIONS:

- a. **Surgical Procedures.** Any routine surgical procedure costs including injury or death from any routine procedure.
- b. **Conditions & Flaws.** Common dog ailments, such as giardia, coccidia, worms, urinary tract infections/stones, dog vaginitis, etc. Viral illnesses, infections, upper respiratory conditions, ear mites or infections, skin issues including mites, fleas or ticks, tissue issues, malocclusions, allergies, herniations, open fontanelles, 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.
- c. **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.
- d. **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.
- e. **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.
- f. **Trauma & Environment.** Health issues 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.
- g. **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 agrees to keep the dog in good physical condition with regularly scheduled vaccinations, deworming, flea, tick, and heartworm prevention appropriate for your area. Buyer further agrees to provide proper shelter, exercise, fresh water, dog food, treats, pet care products, and nutritional supplements as described herein. Administering an internal flea medication, using Comfortis or Trifexis Flea & Tick products, will void all guarantees. 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 may need to rehome the dog to an alternative good, suitable home. If Buyer can't rehome the dog accordingly, Buyer agrees to return the dog to Breeder. All costs associated with returning the dog shall be borne by Buyer 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. Buyer 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 by the Breeder the Buyer 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 are of a professional quality, taken by a professional. Buyer does not have permission to alter these photos in any way, nor does Buyer have permission to attempt to resell any dog acquired from Breeder using any of these pictures. Buyer gives permission to Breeder to share all photos shared with Breeder for the purposes of advertisement.

In the event Breeder shall cease breeding activities, this Agreement will be terminated and Buyer releases Breeder from any and all possible guarantee 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. Buyer 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 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 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) Signature:**

**Physical & Mailing Address:**

**Two Phone numbers:**

**Email:**

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

**Julie & Reino Macki**