

Desert Cockapoos

Health and Sales Contract

1. All puppies are guaranteed to be free of communicable diseases at the time of sale. The Buyer MUST have puppy examined by a licensed veterinarian within seventy-two (72) hours from date of sale. Failure to do so will void any and all guarantees as provided herein. Seller accepts no responsibility for any communicable diseases after seventy-two (72) hours. Seller accepts no responsibility for veterinarian bills for other dogs in the household, regardless of circumstance.
2. All puppies, at the time of purchase, have been dewormed (if needed), have had their first set of vaccinations, and have had their dewclaws removed. More vaccinations are needed to prevent illnesses and ensure your puppy's health. Consult your veterinarian about further vaccinations.
3. If a serious health problem is noted during your veterinarian examination, Seller must receive a written statement from Buyer's veterinarian within three (3) days from the date of examination. Upon verification by Seller's veterinarian of stated health problem(s), the puppy must be returned to Seller, unless otherwise agreed by Seller, in writing. When available, the Buyer will be provided with another puppy of the same sex, quality, and value. Shipping is non-refundable and the responsibility of the Buyer.
- 4.1. All puppies are guaranteed to be free of any birth defects for up to one (1) year of age. Problems must be reported within the first year of the puppy's life and confirmed by a licensed veterinarian. Seller reserves the right to a second opinion, which is to be conclusive and final. Buyer understands that the following slight genetic defects are not considered serious or life-threatening and, therefore, are not covered: underbite or overbite; umbilical hernia; undescended testicle; kidney/bladder infection; grade one/two luxating patella.
- 4.2. To extend this guarantee to the puppy's first two (2) years of life, Buyer must put the puppy on Nu Vet supplements for the entire two (2) years. This guarantee is only in effect in the event the Buyer puts the puppy on Nu Vet vitamins for the duration of the guarantee. Seller will be notified by Nu Vet if Buyer starts the puppy on Nu Vet vitamins and it is later cancelled. NuVet is a vitamin Seller feels very strongly about and believes to be the best way to keep a family pet in continued health. It helps keep the dog's immune system at its best. To order NuVet, call 1-800-474-7044. Use #82440 to get a discount (when on auto ship) on your Nu Vet Plus Plan!

5. The temperament of your puppy is based on the amount of time YOU give to your dog and to its development and socialization. Obedience classes are recommended for all puppies. Although we try to predict mature size of our pups, we cannot guarantee it.

6. The Seller is not responsible for any problems with landlords, family members, work, or allergies. Seller will help in placement of the puppy if Buyer is unable to keep him/her for any reason.

7. Seller is NOT responsible for any vet bills incurred.

8. Any and all deposits are NON-REFUNDABLE. All Sales are FINAL.

9. If for some reason you are not able to keep your puppy or find a suitable home for it, you must return it to Desert Cockapoos. We do not want any of our puppies to end up in a shelter. Unless otherwise agreed in writing, no money will be returned to Buyer.

10. All puppies are sold as pet quality. Pet quality simply refers to the dog being sold as a pet and companion only. No breeding rights are given with the sale of this puppy. Buyer explicitly agrees not to engage in the breeding of the puppy purchased. In light of the difficulty of determining the amount of damages which may result to Seller from a violation of this breeding restriction, Buyer shall pay to Seller five thousand dollars (\$5,000.00) as liquidated damages for each and every such violation; provided, however that the payment of such amount as liquidated damages shall not be construed as a release or waiver by Seller of the right to prevent any such violation in equity or otherwise.

11. Buyer agrees to spay or neuter the puppy within six (6) months of its date of birth and to return confirmation of the spaying or neutering to Seller before the puppy is seven (7) months of age. As an incentive to Buyer to spay or neuter the puppy, Seller agrees to pay Buyer one hundred dollars (\$100.00), conditioned upon receipt of valid documentation confirming that the puppy was spayed or neutered in compliance with this provision.

12. This Agreement, including the applicable rights and guarantees of both Buyer and Seller hereunder may NOT be assigned or transferred by Buyer without the express written consent of the Seller. Buyer shall promptly give Seller notice of any such sale or transfer of the puppy, prior to spaying or neutering the puppy. Buyer understands and agrees to be held jointly and severally liable for any violation of the breeding restriction expressed in paragraph ten (10) above, whether any such breeding took place under the Buyer's care and possession or any subsequent Buyer's care and possession.

13. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

14. The exercise, validity, construction, operation and effect of this Agreement in all of its terms and provisions shall be determined, governed, and construed in accordance with the laws of the State of Arizona.

15. In any action or proceeding at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the Court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonably attorneys' fees incurred by the successful party or parties (including without limitation, costs, expenses, and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses, and attorneys' fees shall be included as part of the judgment.

16. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

17. Upon signing below, both Buyer and Seller agree to all terms and conditions within this contract. Contract is not valid unless signed both parties AND returned to Desert Cockapoos.

_____ Buyer Name and Address

Buyer Signature Date

Monna Raine, Seller Date