

# Cream Puff

Labradoodles



(877) 346 3003

329 Roycefield Rd, Hillsborough Township, NJ

## Health Guarantee and Sales Agreement

To validate this Sales Agreement and Health Guarantee, this form must be completed and signed prior to taking delivery of your puppy. Failure to comply with the stated provisions of this Agreement will render any Health Guarantee null and void.

Seller's Name and Address:	Cream Puff Labradoodles, LLC 329 Roycefield Road, Hillsborough, NJ 08844
Seller's Contact Information:	877-346-3003 Hello@CreamPuffLabradoodles.com
Buyer's Name and Address:	
Buyer's Contact Information (cell phone & email):	
Puppy Dam's Name:	
Puppy Sire's Name:	
Puppy Band Color:	
Puppy Gender:	
Puppy Date of Birth:	

[www.CreamPuffLabradoodles.com](http://www.CreamPuffLabradoodles.com)



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Puppy Microchip #:	
Puppy Price:	
Deposit Received:	
Remaining Balance:	

## Health

- Seller hereby guarantees that said dog is believed to be healthy at the time of sale and has received appropriate vaccinations and worming for age. We offer a 72 hour guarantee against life threatening problems provided you have met the requirements below. Prior to leaving Cream Puff Labradoodles (Seller) the puppy will be examined by Seller's veterinarian and will only leave if in excellent health. All medical records will be sent with the puppy. Should the puppy die or become so ill that it must be euthanized, Seller will replace the puppy or refund the cost of the puppy (Seller's choice).
- Buyer must take their puppy to their veterinarian within 72 hours of receiving the puppy and send a copy of the examination results to Seller. To reduce the risk of infection during this initial appointment, Buyer should contain their puppy in their arms until they are provided a secluded sterilized room.  
***Please know that your puppy is still at risk to infectious diseases until they receive their final round of immunizations at 16-20 weeks of age. During this time it is important that you do not take your puppy to any place where other dogs may have been. This includes parks and pet stores. In addition to other diseases, your puppy is susceptible to the parvo virus prior to their***





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***final round of shots and an infected dog does not have to be present for your puppy to contract the virus.***

- Buyer is required to have proof of ongoing routine medical care, up-to-date vaccinations, and up-to-date veterinary records.
- Buyer is required to maintain their dog at a healthy weight and provide their dog with a healthy diet and regular exercise.
- Buyer must not administer oral flea and tick medication, despite a veterinarian recommendation as this will void the health and sales guarantee. Oral pesticides are not healthy for the lifespan of a dog.
- If this dog is found to have a hereditary defect which impacts clinically on its quality of life by the age of two years, as certified by a qualified veterinarian at Buyer's expense, then Seller has the right to require a second opinion from a nominated Veterinarian of their choice at Seller's expense. If the dog is euthanized or in any way disposed of, without a second opinion from Seller's Veterinarian, then Buyer waives all rights to a replacement puppy or to any financial payment as compensation.
- All veterinarians must follow the following procedures during the initial examination and during Seller's second opinion examination of defects to the dog:
  - Identification: Microchip scanned and recorded
  - Notification: Buyer must supply to Seller, within seven days of making the first complaint to Seller, a copy of all available veterinarian reports indicating possible hereditary defects for review by Seller's possible nominated veterinarian. Seller will review the reports and advise if a second opinion is required and if it is, Seller will nominate a second veterinarian to whom the dog should be taken for further examination.



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- Seller reserves the right to have all veterinary reports, x-rays and other tests forwarded to Seller for further review by such parties as Seller may determine and at the cost of Seller.
- Result: Seller will make available all results from the second opinion to Buyer, at which point the following options may be available if the dog is certified to Seller's satisfaction to have a hereditary defect clinically impacting on its quality of life:
    - Seller will replace with a puppy/dog of equal or greater value upon the above requirements having been met. It is understood that there may not be a replacement dog available at the time of requested replacement. Seller is given twelve months to act upon this guarantee.
    - **Or**, if Buyer wishes to keep the dog, then Seller will reimburse Buyer up to, and not exceeding, half of the purchase price of the dog, not including shipping costs.

## Shipping

- Buyer bears all costs relating to the sale of the dog, including transportation. The risk of loss or injury to the dog is on the Buyer at all times after the dog leaves Seller. For air travel, Buyer must fly with their dog in the cabin. Buyer agrees to not transport the dog via cargo.

## Rehoming

- Buyer agrees that if at any time Buyer wishes to destroy or give away the dog, Buyer will give the Seller notice first and give them every opportunity to help in



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rehoming the dog, which must not be destroyed, or relinquished to a pound or shelter. If the dog dies for any reason, a veterinarian report verifying death must be supplied to Seller. Failure to comply with these provisions will render any guarantee null and void.

### Spay/Neuter

- Buyer agrees to have the dog spayed by the time the dog is 6-12 months of age if female. Buyer agrees to have the dog neutered by the time the dog is 9-12 months of age if male. ***We do not do early spay and neutering on our puppies. This will be your responsibility unless said dog was sold as a potential breeder, which is a different contract.*** Failure to comply with these provisions will render any guarantee null and void. Further, if said puppy is not spayed or neutered within the aforementioned timeframe, buyer will pay Seller Damages of \$12,000, the cost of a Breeding puppy. If necessary, legal action will be taken to collect damages, and Buyer will be responsible for all legal fees.

### Definition

- The warranty set forth in this contract is the sole warranty and is given in lieu of any and all other warranties, expressed or implied, including the warranty of merchantability and/or fitness for a particular purpose. Buyer's sole remedy is under the warranty provision of this contract and Seller disclaims and will not be liable for any other damages including consequential damages, property damage, emotional distress, loss of use, business interruption or veterinary fees unless specifically set forth in this warranty provision.

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- This contract sets forth the entire agreement between Seller and Buyer and any inconsistent oral terms have no effect on this contract.
- If there is any dispute or litigation between Seller and Buyer, the prevailing party will be entitled to reasonable attorney's fees and costs.
- Buyer voluntarily enters into and agrees to all the terms stated in this contract as witnessed by their signatures below.

I, the Buyer of the dog described in this document, do hereby declare that I have read and do fully understand and agree with the terms of this contract.

Buyer's Signature:	
Buyer's Name:	
Date of Signature:	

Buyer's Signature:	
Buyer's Name:	
Date of Signature:	

Seller's Signature:	
Date of Signature:	

