

### BREEDER-BUYER AGREEMENT

This Agreement is entered into by and between Beach Doodles, LLC

("Breeder") and \_\_\_\_\_ ("Buyer").

Buyer desires to purchase, own, and raise a dog from Beach Doodles, and Breeder has expressed an interest in selling one of its dogs to Buyer. Buyer recognizes, understands, and accepts that owning and caring for a dog will require a major and ongoing commitment of time, resources, love, and affection.

Buyer understands that, while the life expectancy of a Beach Doodles dog is approximately twelve to fifteen years, such lifespan is affected by factors too numerous to list, including living conditions, diet, exercise, veterinary care, exposure to other animals, and loving care and attention. With this Agreement, Breeder sells a Beach Doodles dog ("the Dog") to Buyer, and Buyer purchases the Dog from Breeder.

**Please ignore the questions in this box as they will be addressed during placement.**

The Dog is a **male / female** (*CIRCLE ONE*)

The Dog's color is \_\_\_\_\_

The Dog's date of whelp is \_\_\_\_\_

\_\_\_\_\_  
The Dog is out of sire

\_\_\_\_\_  
Dog is out of dam

The

The parties to this Agreement further agree:

**1. TOTAL PURCHASE PRICE: \$3,622**

**Non-refundable reservation deposit of \$518.00 due at time of agreement**

- *Cash/Check Discount - \$3,500 purchase price with \$500 deposit.*

\_\_\_\_\_ **Signature**

**Date:**

**\$1552 due at the time of puppy's birth:**

- *\$1500 Cash/Check Discount. Checks must clear before puppy's birth.*

\_\_\_\_\_ **Signature**

**Date:**

**\$1552 due at 6 weeks of age:**

- *\$1500 Cash/Check Discount. Checks must clear before 6 weeks of age.*

\_\_\_\_\_ **Signature**

**Date:**

**BUYER'S RESPONSIBILITIES**

Buyer agrees to:

A. Take such steps as are necessary and reasonable to learn and understand the responsibilities of owning a dog and the behaviors and training normally associated with raising a dog from puppyhood, including behaviors and training related to, but not necessarily limited to, chewing, teething, biting, barking, whining, housebreaking, and obedience training;

- B. Have the Dog examined by a licensed veterinarian **within three business days** of taking possession of the Dog;
- C. Refrain from taking the Dog to public places where other animals may congregate or be located (e.g., parks, pet stores, kennels, grooming facilities, shopping centers, etc.) until the Dog has received its full round of puppy vaccinations, or until such action is recommended by a competent veterinarian;
- D. Undertake such steps and expend such time and resources as are necessary and reasonable to train the Dog and to educate Buyer in the care, handling, and obedience training of the Dog;
- E. Notify Breeder of any change in address or contact information of Buyer during the Dog's lifetime;
- F. Give Breeder a right of first refusal in the event that Buyer determines, at any time after taking ownership of the Dog, that Buyer is unable to or no longer wishes to care for the Dog. In the event that Breeder exercises Breeder's right of first refusal, Breeder will, at Breeder's discretion, either help Buyer find a new home for the Dog or will take possession of the Dog at no cost to Breeder so that Breeder can attempt to find a new home for the Dog.

If Breeder exercises Breeder's right of first refusal, then Buyer must (i) promptly provide all of the Dog's veterinary records to Breeder, (ii) execute any document necessary to reassign the Dog's microchip, (iii) provide and/or pay for any transportation costs that are necessary to place the Dog in a new home, and (iv) pay all costs incurred by Breeder in finding the Dog a new home, including any boarding expenses and additional veterinary expenses for the Dog. If Breeder successfully finds a new home for the Dog, then Breeder will refund to Buyer the purchase price paid by the new owner of the Dog, less any costs incurred in finding the Dog a new home.

**Buyer agrees to never relinquish the Dog to a shelter, sell the Dog, or give the Dog away.** If Buyer allows the Dog to be relinquished to a shelter, sold, or given away without Breeder's knowledge and written consent, Buyer shall pay Breeder **\$13,000 in damages**, not as a punishment for such conduct, but for harm done to Breeder's business.

Should Breeder be required to bring a legal action to recover such damages, then Buyer will be responsible for all legal fees and costs associated with such legal action, whether incurred by Buyer or Breeder;

G. Provide adequate exercise and socialization for the Dog;

H. Provide and ensure payment for all necessary veterinary care, including all veterinary care called for by this Agreement. Breeder is not responsible for the payment of any fees associated with any veterinary care called for by this Agreement or otherwise.

3. BREEDER'S RESPONSIBILITIES Breeder represents and warrants that:

A. The Dog has been spayed or neutered or, if the Dog has not been spayed or neutered, that the Dog is subject to the "Addendum to BreederBuyer Agreement" attached to this Agreement, which is incorporated into this Agreement by reference, and which requires Buyer to spay or neuter the dog;

B. The Dog has received all necessary vaccinations, de-worming, and veterinary care customarily required for a dog of the Dog's age;

C. A record of vaccinations and de-worming shall be provided to Buyer at the time Buyer takes ownership of the Dog;

D. A microchip (which is intended to assist in recovery in the event that the Dog is lost or stolen) has been implanted in the Dog;

E. If the Dog is registered with a breeder's association (e.g., Australian Labradoodle Association of America), Breeder will provide all related paperwork within ninety days;

F. Breeder shall be reasonably available to Buyer via e-mail and/or telephone regarding the care, training, and upbringing of the Dog. However, nothing in this Agreement shall obligate Breeder to directly undertake or perform any of the care, training, or upbringing of the Dog, except in the event that Breeder takes possession of the Dog. Notwithstanding any assistance by Breeder regarding the care, training, or upbringing of the Dog, Buyer recognizes that Breeder is not a licensed veterinarian, and Buyer has an affirmative obligation to provide appropriate veterinary care for the Dog;

G. Breeder will make three attempts to notify Buyer of any change in Breeder's address or contact information in the following manner: one

attempt by mail at Buyer's last known mailing address, one attempt by phone at Buyer's last known phone number, and one attempt by e-mail at

**Buyer's last known e-mail address:**

H. Breeder will take care to choose a dog that is closest to Buyer's preferences, but Breeder does not guarantee the final height, weight, appearance, coat type, shedding habits, or color of the Dog.

**4. BREEDER'S HEALTH GUARANTEES**

The following health guarantees constitute the only health guarantees provided by Breeder to Buyer.

A. "General Health Guarantee." Breeder guarantees that the Dog is generally and reasonably healthy at the time Buyer takes possession of the Dog.

As set forth above, in Paragraph 2.b., Buyer must have the Dog examined by a licensed veterinarian **within three business days** of taking possession of the Dog.

If, by that examination, the veterinarian determines and makes a written record that the Dog has a chronic or serious health problem, then Breeder shall have the right, at Breeder's discretion, to have the Dog examined by a veterinarian of Breeder's choosing in order to evaluate the Dog's health. If Buyer's chosen veterinarian and Breeder's chosen veterinarian disagree with each other's determinations, then Buyer and Breeder will ask both such veterinarians to jointly select a third veterinarian to examine the Dog. If the two chosen veterinarians are unwilling or unable to jointly select a third veterinarian, then Buyer and Breeder will cooperate to jointly select a third veterinarian to examine the Dog. In the event of a disagreement between Buyer's chosen veterinarian and Breeder's chosen veterinarian, the determination of the third veterinarian as to the health of the Dog shall control any rights under this Agreement. Breeder may, in Breeder's discretion, expressly waive Breeder's right to have a veterinarian of Breeder's choosing examine the Dog.

If, pursuant to the above process, Buyer's chosen veterinarian determines and makes a written record that the Dog has a chronic or serious health problem, and Breeder expressly waives Breeder's right to have a

veterinarian of Breeder's choosing examine the Dog; or if Buyer's chosen veterinarian and Breeder's chosen veterinarian both determine and make written records that the Dog has a chronic or serious health problem; or if the third veterinarian described above determines and makes a written record that the Dog has a chronic or serious health problem, then Buyer will return the Dog to Breeder within forty-eight hours.

**Buyer's failure to return the Dog to Breeder within forty-eight hours shall completely nullify and void any and all guarantees provided in this Agreement.**

After Buyer returns the Dog to Breeder, Breeder will, in Breeder's discretion: (1) promptly refund all sums paid by Buyer to Breeder for the Dog, or (2) deliver a replacement puppy from Breeder's next available litter. However, if Buyer elects to retain possession of the Dog, then Buyer waives any and all rights that Buyer has under this Agreement. If, pursuant to the above process, it is not determined that the Dog has a chronic or serious health problem, then the General Health Guarantee shall automatically expire, and Breeder shall have no further obligation to Buyer for the general health of the Dog.

The General Health Guarantee shall become null and void if the veterinarian's (or veterinarians') examination reveals that the Dog's chronic or serious health condition was created, caused, or induced by Buyer's abuse of the Dog; failure to comply with Paragraph 2.a., 2.b., or 2.c. above; or failure to immediately take the Dog for care and treatment by a licensed veterinarian at the first sign of any unusual behavior or illness.

B. "Genetic Health Guarantee." Breeder guarantees that the Dog is free from any genetic disorders or conditions that will significantly impact the Dog's overall lifespan or activity. The Genetic Health Guarantee includes genetic disorders and conditions that will significantly impact the Dog's overall lifespan or activity, such as hip dysplasia, hormonal abnormalities, clotting disorders, and the like. **This Genetic Health Guarantee does not include bite malocclusions, nor does it include other minor conditions such as ear infections, urinary tract infections, or the like.** The Genetic Health Guarantee shall remain in effect for a period of twentyfour months from the Dog's date of birth. The Genetic Health Guarantee shall automatically expire at the conclusion of the twenty-four month period and,

thereafter, Breeder shall have no further obligation to Buyer for the health of the Dog.

If, prior to the expiration of the twenty-four month period, the Dog is diagnosed with a genetic disorder or condition that will significantly impact the Dog's overall lifespan or activity, and if such disorder or condition is confirmed in writing by two veterinarians (one veterinarian to be of Buyer's choosing, and one veterinarian to be of Breeder's choosing), then Buyer shall have one of the following two options.

- (1) Keep the Dog. Should Buyer choose to keep the Dog, Breeder will refund 50% of the price that was originally paid for the Dog. Such 50% refund applies only to the purchase price of the Dog, and does not apply to any testing, veterinary bills, shipping, or travel costs that Buyer might incur. Buyer understands that, in choosing this option, any and all guarantees of the Dog's health are null and void.
- (2) Relinquish the Dog to Breeder. Should Buyer choose to relinquish the Dog to Breeder, Breeder will deliver to Buyer a replacement puppy from Breeder's next available litter. Buyer must pay for any shipping and any other miscellaneous charges associated with the transport of such puppy. In the event that Buyer seeks to exercise Buyer's rights under the Genetic Health Guarantee, and Buyer's chosen veterinarian and Breeder's chosen veterinarian disagree with each other's findings, then Buyer and Breeder will ask both such veterinarians to jointly select a third veterinarian to undertake an examination of the Dog. If the two chosen veterinarians are unwilling or unable to jointly select a third veterinarian, then Buyer and Breeder will cooperate to jointly select a third veterinarian to undertake an examination of the Dog. The determination of the third veterinarian as to the health or genetic condition of the Dog shall control any rights under this Agreement. C. Additional Terms of Health Guarantees.

Other than the General Health Guarantee, the Genetic Health Guarantee, and Breeder's representations set forth above in Paragraph 3, no other guarantees or warranties, express or implied, are provided by Breeder to Buyer.

The General Health Guarantee and Genetic Health Guarantee are not transferable, and are provided to Buyer only **and no other person**. Neither the General Health Guarantee nor the Genetic Health Guarantee shall cover any illness or condition that is determined by a veterinarian, consistent with the veterinary evaluation processes set forth above in Paragraphs 4.a. and 4.b., to arise from (1) trauma, abuse, or neglect, or (2) a failure to maintain the general health of the Dog. To maintain the general health of the Dog, Buyer shall provide the Dog with regular veterinary examinations; any and all treatments and vaccinations recommended by a licensed veterinarian or required by law; emergency veterinary care should the Dog require such care; administration of heart-worm, flea, and tick medications or treatments; and proper diet and exercise.

Buyer acknowledges and agrees that, while Labradoodles have a pleasant general temperament and disposition, temperament and disposition often depend on the environment in which a dog is raised, as well as the love, affection, and training that is given to any such dog. **As such, Breeder cannot and does not guarantee the general temperament or disposition of the Dog.**

**Buyer must feed the Dog a premium dog-food on a daily basis for the entire period of Breeder's health guarantees.** If Buyer does not feed the Dog a premium dog-food on a daily basis for the entire period of Breeder's health guarantees, Breeder's health guarantees will be null and void.

Except as set forth in this Agreement, there will be no other cause for a refund or exchange.

Breeder is not responsible for any injury sustained, illness contracted, or death during any transportation of the Dog.

#### 1. **OTHER PROVISIONS**

A. The laws of the State of North Carolina shall govern any and all actions arising from this Agreement.

B. Any action arising from this Agreement shall be venued in a state or federal court in the County of New Hanover in the State of North Carolina.

C. Buyer understands the risks associated with the possession and ownership of a dog, and hereby voluntarily assumes all risks associated with possession and ownership of the Dog. Further, subject to the terms of



this Agreement, Buyer hereby releases and forever discharges Breeder from any and all claims, demands, rights, and causes of action of any kind whatsoever, known or unknown that may arise in any way resulting from Buyer's possession and ownership of the Dog.

D. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion will not invalidate the remaining portions of this Agreement, and those portions shall remain in full force and effect.

E. The failure of Breeder to require performance of any part of this Agreement shall not constitute a waiver of Breeder's right to enforce any part of this Agreement at the time of the failure or at any point in the future.

F. Buyer agrees to indemnify, defend, and hold harmless Breeder for any loss, liability, damage, or cost, including court costs and attorney's fees, that may result from Buyer's possession or ownership of the Dog.

G. No change or addition to this Agreement will have any force or effect unless put in a writing signed by Breeder and Buyer.

H. Buyer represents that Buyer has read this Agreement carefully, and that Buyer fully understand the Agreement.

**BREEDER:**

Nina Blackwell, Manager, Beach Doodles, LLC

**DATE:**

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**Printed Name**

**Signature**

**BUYER:**

**Printed Name**

**DATE:**

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**Signature**

**Home**

**address:**

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**Phone number:**

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**Email address:**

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