



PURCHASE AND SALE AGREEMENT

Puppy Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is entered into on this date, _____, 20____, by and between **Lily's Labradoodles Kennels** ("Seller") and _____ ("Buyer").

1. Purpose of Agreement

This Agreement sets forth the terms for the sale of a Labradoodle puppy ("Puppy") from the Seller to the Buyer. The Buyer affirms the Puppy is being purchased as a companion pet only and not for breeding purposes.

2. Description of the Puppy

This Agreement pertains to the following Puppy:

- **If Puppy is selected after birth:**
 - Name/ID: _____
 - Date of Birth: _____
 - Sire's Name: _____
 - Dam's Name: _____
- **If reserving from a future litter ("Reservation"):**
 - The Buyer may reserve a Puppy from a future litter. The Seller will make reasonable efforts to accommodate the Buyer's preferences (gender, color, coat), but the final selection and placement of a specific Puppy from

the litter remains at the **Seller's sole discretion** based on temperament and suitability.

- Reservations are prioritized in the order that deposits are received. The Seller cannot guarantee litter size or the availability of a Puppy matching the Buyer's exact preferences. If a suitable Puppy is not available in the designated litter, the Buyer's deposit may be transferred to a subsequent litter.
 - Chosen Litter Sire: _____
 - Chosen Litter Dam: _____
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3. Financial Terms

- **Purchase Price:** The total purchase price for the Puppy is \$_____ ("Purchase Price").
 - **Non-Refundable Deposit:** A deposit of **\$500.00** ("Deposit") is required to execute this Agreement and reserve a Puppy. This Deposit is non-refundable for any reason, except at the Seller's discretion. The Deposit will be applied toward the Purchase Price.
 - **Remaining Balance:** The final balance of \$_____ is due in full before the Buyer takes possession of the Puppy.
 - For local pickup, the balance is due on the day of pickup.
 - If the Puppy is being shipped or delivered, the balance must be paid in full at least five (5) days before the scheduled transport date.
 - **Payment Methods:** Acceptable forms of payment include cash, cashier's check, or PayPal. Personal checks are accepted for the Deposit only and must clear before the reservation is confirmed.
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4. Transfer of Possession

- **Pickup:** The Buyer may pick up the Puppy from the Seller's location in Rancho Cucamonga, CA, at a mutually agreed-upon date and time.
- **Delivery:** If requested, the Seller may arrange for the Puppy to be delivered. The Buyer is responsible for all associated delivery fees (\$_____). The **risk of loss or injury to the Puppy transfers to the Buyer** once the Puppy leaves the Seller's direct care. The Seller is not liable for any harm that may befall the Puppy during or after transport.

5. Buyer's Responsibilities & Covenants

- **Initial Veterinary Exam:** The Buyer must have the Puppy examined by a licensed veterinarian within **five (5) days** of taking possession. Failure to do so will void the Health Guarantee described in Section 6.
- **Health Maintenance:** The Buyer agrees to provide the Puppy with routine preventative care, including but not limited to, vaccinations, parasite prevention (flea, tick, heartworm), and proper nutrition to maintain the Puppy's health.
- **Spay/Neuter Agreement:** This Puppy is sold strictly as a companion pet. The Buyer agrees to have the Puppy spayed or neutered by **seven (7) months of age**.
 - Proof of the procedure from a licensed veterinarian must be provided to the Seller.
 - Failure to comply with this requirement will void the Health Guarantee.
 - **Liquidated Damages for Unauthorized Breeding:** If the Buyer breaches this clause and uses the Puppy for breeding, the Buyer agrees to pay the Seller **\$10,000.00** in liquidated damages. The parties agree that this amount is a fair and reasonable estimate of the damages incurred by the Seller due to the impact on their breeding program and bloodline, and is not a penalty.
- **Rehoming Agreement:** Should the Buyer be unable to keep the Puppy at any point in its life, the Buyer **must notify the Seller**. The Seller will have the right of first refusal to assist in rehoming or to take the Puppy back.
 - Under no circumstances shall the Puppy be surrendered to an animal shelter, rescue organization, or pet store.
 - **Liquidated Damages for Improper Surrender:** If the Buyer breaches this clause, the Buyer agrees to pay the Seller **\$10,000.00** in liquidated damages.

6. Health Guarantee

- **Short-Term Guarantee (Initial 5 Days):** If the initial veterinary exam reveals a life-altering genetic disease or defect, the Buyer may return the Puppy to the Seller for a **full refund of the Purchase Price**.
 - A "life-altering" condition is one that will significantly reduce the Puppy's quality of life or life expectancy.

- The Buyer must provide a written report from the examining veterinarian to the Seller within the 5-day period.
 - **Two-Year Genetic Health Guarantee:** The Seller guarantees the Puppy until **two (2) years of age** against any life-altering congenital or hereditary defects.
 - If such a defect is diagnosed, the Buyer must provide the Seller with written reports from two unaffiliated veterinarians confirming the diagnosis. For hip-related issues, one diagnosis must be from an accredited specialist (OFA or PennHIP).
 - Upon confirmation, the Seller will offer the Buyer one of the following remedies (at the Buyer's choice):
 1. **Partial Refund:** A refund of 50% of the original Purchase Price.
 2. **Replacement Puppy:** The right to purchase a replacement puppy from a future litter for 50% of the current purchase price.
 - **Guarantee Exclusions:** This guarantee **does not cover** common, treatable, or non-life-threatening conditions, including but not limited to: parasites (worms, fleas, Giardia, Coccidia), hernias, minor bite misalignments, undescended testicles, or stress-induced ailments like kennel cough. The guarantee is also void if the health issue is a result of the Buyer's negligence or environmental factors.
 - **Seller's Right to Confirm:** The Seller reserves the right to have the Puppy examined by a veterinarian of their own choosing to confirm any diagnosis before a refund or replacement is provided.
 - **Sole Remedy:** The remedies outlined in this section are the sole and exclusive remedies available to the Buyer for any health-related issues. The Buyer agrees not to seek damages for emotional distress or veterinary expenses.
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7. General Terms & Conditions

- **No Behavioral Guarantee:** The Seller does not guarantee the Puppy's future temperament, disposition, or training abilities. The Buyer assumes all responsibility for the Puppy's behavior and development.
- **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of California. Any legal action arising from this Agreement must be filed in San Bernardino County, California. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.
- **Indemnification and Release of Liability:** The Buyer agrees to release, indemnify, and hold harmless the Seller from any and all claims, damages, liabilities, or

expenses resulting from the Buyer's ownership of the Puppy. The Buyer assumes all risks associated with owning a dog.

- **Entire Agreement:** This document constitutes the entire agreement between the parties. Any modifications must be made in writing and signed by both the Buyer and Seller.

By signing below, the parties acknowledge they have read, understood, and agree to be bound by the terms of this Agreement.

SELLER:

Lily's Labradoodles Kennels

Signature: _____

Printed Name: _____

Date: _____

BUYER:

Signature: _____

Printed Name: _____

Date: _____

Buyer's Contact Information: Address:

_____ Phone:

_____ Email:
