



PUPPY PURCHASE AGREEMENT

This Agreement (the "Agreement") is made as of _____, 20____, ("the Effective Date") by and between Summit Doodles, 12760 Abert Way, Colorado Springs, CO 80908 ("Summit Doodles" or "Seller" or "Company"), and the Buyer as listed below, (each a "Party" or collectively the "Parties").

Buyer:

Name:	
Address:	
Phone:	
Email:	

Hereafter referred to as "buyer"

In consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

Buyer hereby agrees to purchase from seller the following:

- Name:
- Breed:
- DOB:
- Gender:
- Color:
- Sire:
- Dam:
- Puppy Purchase Price:
- Add On Items:
 - Travel Package:
 - Training Package:
 - Other:

Total Compensation. The total price for the purchase of the puppy and add on items will be as follows:
\$_____.

Seller has the right to cancel/refuse sale at any time, solely at the discretion of the seller, if the seller at any time feels it's in the best interest of the puppy.

HEALTH GUARANTEE. The above puppy is being sold in good health and has been thoroughly examined by a licensed veterinarian. Such puppy has received all age appropriate vaccines and de-wormings. Summit Doodles guarantees the health of puppy at time of sale and against any severe or life threatening hereditary diseases up to the age of 24 months. This health guarantee is only valid between



the seller and the original buyer, and does not transfer if ownership of the dog changes. A copy of all up to date health records and exams will be provided to the Buyer at puppy delivery.

The puppy purchased is guaranteed to be in good health at time of sale and the Buyer will have the puppy examined by their veterinarian within 3 business days of receiving their puppy. If the Buyer's veterinarian finds the puppy to have chronic or serious health issues, the Buyer may immediately return the puppy along with a report issued by the Veterinarian. Upon acceptance and agreement of the report, Summit Doodles will replace the puppy with another puppy from the next available litter. A replacement puppy will not be provided without return of the original puppy/dog. **THE SELLER IS NOT RESPONSIBLE FOR ANY VETERINARIAN COSTS INCURRED DURING THIS PROCESS.** The Seller also does not guarantee conditions brought on by stress, environmental changes or the actual environment that the Seller can't control once said puppy leaves our care. The following circumstances are not considered a chronic or serious health issue: Bordetella, worms, ticks, fleas, mites, hypoglycemia, viral or bacterial infections, coccidia, giardia, or other parasites as they are common in dogs and puppies. Puppies who are over stressed are at a higher risk of developing an active parasite infection. Therefore, it is up to you, the new owner, to keep your puppy in a low stress environment until their immune system has matured and they are able to fight off common parasites and other infections. Any request for replacement must be made within the 3 business day time period and failure to have the puppy examined by the buyer's Veterinarian within 3 business days will make the Health Guarantee void.

We guarantee said puppy to be free of symptomatic genetic hip dysplasia for up to 24 months of age. **THIS GUARANTEE DOES NOT COVER SUBLUXATION.** If your veterinarian suspects hip dysplasia, x-rays showing the condition must be verified by the Orthopedic Foundation For Animals (OFA). This x-ray must be done before 24 months of age. Summit Doodles will have its licensed doctor examine the medical exam and x-rays to determine if the dysplasia is genetic or environmentally caused, and such doctor shall have the final say as to whether it was genetic or environmentally caused. Summit Doodles does not guarantee against dysplasia which may have been caused by environmental causes, poor nutrition, or injury. Upon acceptance and agreement that the dysplasia was genetic, Summit Doodles will replace the dog with another puppy from the next available litter.

Covered Conditions:

1. If a hereditary disease is diagnosed within the first 24 months, it must be designated as severe or life threatening, thus diminishing the quality of the puppy/dog's life and must be confirmed by two independent veterinarians. Findings with all diagnostic tests, x-rays, and other tests must be sent to Summit Doodles. Such results must be reviewed and confirmed by a



- veterinarian of Sellers choosing and Seller reserves the right to have the puppy/dog further examined by a veterinarian of its choice with the cost of such exam to be covered by the Seller.
2. As noted above, in the case of hip dysplasia, proof by the OFA is required prior to any replacement being made. In the case of hip dysplasia, the Health Guarantee is void if the puppy's primary diet hasn't been premium food and/or if the puppy is overweight.
 3. In the case of any eye disease, the dog's eye exam must be sent to the Canine Eye Registration Foundation (CERF) for judgement, and a statement from CERF confirming a debilitating disease must be sent to Summit Doodles within 30 days of the review by CERF, otherwise the Health Guarantee is void.
 4. Puppy must have been kept current on all yearly exams, tests, preventions, and vaccines. The Health Guarantee is void if Buyers are unable to provide complete and accurate copies of the health care given to their puppy. The Buyer must keep the puppy away from public places before they are fully vaccinated to reduce the risk of any deadly viruses. Failure to do so will void the Health Guarantee.
 5. A dog that has been physically injured is not covered by our Health Guarantee
 6. If your dog has been allowed to be a running partner or has been allowed to run up and down stairs before the age of one (1) year old, the Health Guarantee is void.

If all of the conditions of this agreement have been met, and the buyer desires to return the medically diagnosed dog, Summit Doodles will have the option, at our discretion, to either replace the puppy from the next available litter, or refund half the original purchase price. Return shipping of the old puppy, and shipping of the new puppy will be at Sellers expense. If the Buyer desires to keep the puppy, Summit Doodles will pay for all veterinary costs for treatment up to the full purchase price of the puppy paid to the Buyer's veterinarian.

LIFETIME SUPPORT: Summit Doodles offers lifetime support with all of our puppies sold. If, at any time, Buyer decides they no longer want their puppy/dog, or can no longer care for it, we will take the puppy/dog back at any time, for any reason, with no refund. If at any time the Buyer should choose to re-home puppy/dog, the Buyer agrees to contact the Seller to help place the puppy/dog in a new home.

SPAY/NEUTER REQUIREMENT.

Your puppy has already been spayed/neutered (ESN): Yes No **X**
(if no is checked, Buyer agrees to spay/neuter puppy at 8 months old and agrees to the conditions that follow)

Buyer Agrees to Spay/Neuter. The Buyer understands this puppy is being sold as a pet and under no circumstances will be bred. The breeding of this puppy/dog is **NOT** allowed. The puppy must be spayed or neutered by 8 months of the signed contract. Buyer agrees to furnish Summit Doodles with a spay/neuter certificate within One (1) week of spay/neuter deadline, at which time sale of the puppy is complete and ownership of the puppy is officially the Buyers. If Buyer does not provide proof of



spay/neuter signed by a licensed veterinarian within the allotted time period, or if the dog has been bred by purpose or accident, Buyer agrees to immediately pay the sum of \$25,000. Furthermore, Buyer agrees to pay Seller \$4,000 per puppy should any puppies be born as a result of failure to adhere to the Spay/Neuter Requirement. Buyer also agrees to relinquish all rights and title of the dog and its offspring should the dog be bred, which will result in breach of this contract and the Seller has the right to reclaim the dog and its offspring.

Indemnification. Buyer will defend, indemnify and hold harmless Summit Doodles, its officers, directors and employees against all liability, loss, cost or expense associated with any claims, suits, actions, or demands of any nature and description by reason of damage or injury (including death) to any person or property caused by the Buyer's negligence, breach of this Agreement, or performance of services hereunder.

Modification. No modification or waiver of this Agreement shall be binding unless in writing and signed by both Parties.

Waiver. The waiver by either Party of any breach by the other Party of any of its obligations hereunder or the failure of such Party to exercise any of its rights in respect of such breach shall not be deemed to be a waiver of any subsequent breach.

Binding Arbitration. Any action to enforce or interpret this Agreement or to resolve disputes between Summit Doodles and the Buyer, by or against any Party, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute resolution process in Colorado Springs, CO. Any Party may commence arbitration by sending a written demand for arbitration to the other Parties. Such demand shall set forth the nature of the matter to be resolved by arbitration.

Arbitration shall be conducted at a location that is mutually agreeable. The substantive law of the State of Colorado shall be applied by the arbitrator to the resolution of the dispute. The Parties shall share equally all initial costs of arbitration. The prevailing Party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all Parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

Signature page to follow.

