

We have a strict Spay/Neuter Agreement required when you puppy turns 6 months of age

High Mesa Doodles

Permanent ownership of this dog is contingent upon your compliance with this Addendum. Proof of the spay/neuter must be faxed or e-mailed to breeder by the time the puppy is Six Months of Age. In the event that surgery is not done, High Mesa Doodles must be provided with a statement from your veterinarian that the puppy has been Spay/Neuter. It is the responsibility of the below named purchaser, not the veterinarian, to ensure that High Mesa Doodles has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the Contract. Failure to comply with this agreement will void the Health Guarantee and the owner will pay the breeder the owner a penalty of \$10,000.00.

By my signature below, I agree to have this dog spayed/neutered by no later than Six months of age and I understand that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. If a pregnancy occurs whether purposely or accidentally, I agree to pay the additional cost of \$10,000.00 for allow this dog to get pregnant. I also agree that failure to comply with this agreement will void the Health Guarantee.

#### BILL OF SALE AND HEALTH GUARANTEE FOR PUPPY

To validate the Health Guarantee this form must be completed, signed and mailed fourteen days prior to taking delivery of the puppy. Failure to comply will render any Health Guarantee Null and Void

The Buyer voluntarily enters into and agrees to all terms stated in this contract as witnessed by their signatures below.

#### Health

Seller hereby guarantees to the best of their knowledge said dog is to be healthy at time of sale and has received appropriate vaccinations and wormings for age. The Buyer has Five (5) days from the time of receipt to have dog examined by a veterinarian. Any request to return the dog to the Seller for a full refund must be made within this time period and may only be requested should the dog prove to be sick upon arrival, excluding dental work. Proof of examination must be provided to Seller. This guarantee will be terminated immediately if dog is not examined within the allotted time.

If this dog is found to have a hereditary defect which impacts clinically on its quality of life excluding dental work, by the age of two years, as certified by a qualified veterinarian at buyers expense, The

Seller has the right to require a second opinion from a nominated Veterinarian of Seller's choice at the Seller's expense. A warranty for HD is provided for two years after the date of sale. This warranty will be terminated should dog be allowed to become overweight or developing joints become overstressed at any point during the warranty period. Should the dog be found to have HD within the first two years, Buyer must provide Seller with proof in the form of documentation from OFA or PennHIP. This warranty does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, Giardia or Coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.

If the dog is euthanized or in any way disposed of, without a second opinion from the Sellers Veterinarian the 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 the seller's second opinion examination of defects to the dog.

#### Buyer's Responsibility

1. The Buyer agrees that their puppy will be housed indoors.
2. The Buyer agrees to feed their puppy only a premium quality food.
3. The Buyer agrees to keep their puppy at a healthy weight.
4. The Buyer agrees to make and keep annual veterinary appointments for their puppy, keep all immunizations current.
5. The Buyer is encouraged to provide basic obedience training with their puppy within the first year of owning their dog.
6. The Buyer agrees to postpone strenuous, repetitive exercise until after their puppy is over one year of age.

#### Identification

- o ISO Micro chip scanned and recorded if present

#### Notification

- o The buyer must supply to the seller a veterinarians report indicating possible hereditary defects within seven days of making the first complaint to the seller.
- o A copy of all available reports must be forwarded to the seller for review by their nominated veterinarian if so desired.

o The seller will review the reports and advise if a second opinion is required and if it is, the seller will nominate a second veterinarian to whom the dog should be taken for further examination, or its Xrays and/or reports and reserves the right to have all veterinary reports, Xrays and other tests forwarded to the seller for further review by such parties as the seller may determine and at the cost of the seller

#### Result

o The seller will make available all results from the second opinion to the buyer at which point the following options may be available if the dog is certified to the seller's satisfaction to have an hereditary defect clinically impacting on its quality of life.

1. The 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. The seller is given twelve months to act upon this guarantee.

Or choice

2. The seller will Reimburse the Buyer up to and not exceeding half of the purchase price of the dog, not including shipping costs.

It is understood that reimburse is defined as the seller giving up to and not exceeding half of the cost of the original sale price of the dog (not including shipping) back to the buyer. The seller will do one choice or the other. Not both.

#### Shipping

Buyer bears all costs relating to the sale of above animal including transportation. The risk of loss or injury to the above-described animal is on the Buyer at all times after the dog leaves the Seller.

#### Rehoming

Buyer agrees that if at any time the buyer wishes to destroy or give away the dog, Buyer will give the Seller every opportunity to help in rehoming the dog, which must not be destroyed, or relinquished to a pound or shelter. If the dog dies for any reason vet report verifying death must be supplied to the seller. Failure to comply with these provisions will render any guarantee null and void.

#### 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 warranties of merchantability and fitness for a particular purpose. The Buyer's sole remedy is under the warranty provision of this contract and the 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.

This contract sets forth the entire agreement between the Seller and Buyer and any inconsistent oral terms have no effect on this contract.

If there is any dispute or litigation between the Seller and Buyer, the prevailing party will be entitled to reasonable attorney's fees and costs.

I, the buyer of the dog described on this document do hereby declare that I have read and do fully understand and agree with the terms of this contract and agree to comply with the Spay/Neuter Agreement. I agree to Spay/Neuter this puppy before it turns six months of age. I have also read and understand the Rabies Prevention flyer.

Buyer's Signature:

Address:

City:

State:

Zip:

Phone Number:

e-mail address:

Seller's Name:

Carol Heller

P.O. Box 159

Montrose, CO 81402

E-mail: [c.heller@highmesdoodles.com](mailto:c.heller@highmesdoodles.com)

Sellers Signature: