



Bayou Doodles Australian Labradoodle Puppy Contract of Sale

Congratulations on choosing a Bayou Doodles Australian labradoodle companion puppy. We have received your initial deposit which will be applied to your purchase price. We look forward to working with you and answering any questions you may have about your new Bayou Doodles companion puppy. Please feel free to contact us any time you have a question about your puppy at: Bayoudoodlesla@gmail.com.

Purchase Price: \$3500
Deposit Received: \$500 Date Received: 2022
Balance (due at pickup): \$3000

This is a contract between (sellers) Danny and Terri Phillips of Bayou Doodles and (buyer) _____ and is entered into on _____. This contract is for an Australian labradoodle companion puppy.

Deposits for companion puppy purchase are as follows: \$500.00 to reserve your puppy (nonrefundable). No puppy will be reserved until deposit is received. ****Final payment is due IN CASH upon puppy pickup.**** Puppies must be picked up by 8 weeks of age. Any puppy held past 8 weeks (or the agreed upon date) will be charged \$35.00/day for feeding and kenneling.

**** *Deposits will be accepted via Zelle or Cash ONLY* ****

If buyer wants puppy shipped, and all necessary conditions are met, buyer agrees to pay any and all shipping-related costs through an approved airline. Food, water and paperwork from the seller will also accompany puppy during flight.

****The companion puppy must be spayed/neutered by 6 months of age at the buyer's expense, and proof from a veterinarian's office must be provided to the seller immediately upon having the puppy fixed. The puppy will be microchipped before going home, and the seller will provide the buyer with the microchip number upon proof that the puppy has been fixed.**

****Buyer agrees that if it desires to give away or sell the puppy, buyer will notify the seller and give the seller the opportunity to reclaim or re-home the dog. The puppy MUST NOT be given away to a pound or shelter.**

Puppy will come with a small blanket with momma and siblings' scent, and a small portion of puppy's current food.

The seller hereby sells the buyer the Australian Labradoodle puppy described below:

TERMS OF SALE:

1. The above-mentioned puppy is being sold solely as a companion dog. BUYER, and/or any subsequent owners shall have NO breeding rights.
2. It is the BUYER's sole responsibility to ensure puppy is de-sexed no later than 6 months of age. Buyer must provide proof of de-sexing to Seller immediately upon having the puppy fixed. Proof must come from a licensed, certified veterinarian hospital showing pet's name, description, breed and microchip #. If proof is not received in the manner stated above, the seller's health warranty against genetic disorders will be null and void. Failure to honor the spay/neuter conditions of this contract, or any unauthorized breeding of this dog shall result in liquidated damages as specified below, and may result in the seller reclaiming the dog without compensation to the buyer.
3. LIQUIDATED DAMAGES are herein defined as such: Both BUYER and SELLER agree that the damages resulting from breach of "TERMS OF SALE" paragraph 1 (breeding the dog), and /or breach of "TERMS OF SALE" paragraph 2 (failure to de-sex) of this contract would be difficult to ascertain. As a result, BUYER and SELLER agree to the following damages as reasonable for the following breaches of contract:
 - a. If buyer does not provide proof of spay/neuter in accordance with the TERMS OF SALE paragraph 2, buyer shall pay seller \$25,000. **BUYER INITIAL HERE:_____**
 - b. If buyer breeds this dog or his/her actions cause this dog to produce puppies, even if buyer is no longer the owner, buyer will be in breach of this contract and agrees to pay seller \$25,000 and immediately return this dog to seller. **BUYER INITIAL HERE: _____.**
4. Once the puppy is in possession of the buyer, the buyer shall assume full responsibility for the health, and veterinary expenses for the puppy, including all expenses in fulfilling provisions of this guarantee, resolving disagreements with family members/roommates, and/or a landlord, and temperament of the above-described animal.
5. The buyer agrees that the puppy will be given adequate and proper protection from the weather and other animals, adequate housing, will be sufficiently fed and will not be neglected or mistreated in any manner. The buyer also agrees that the puppy shall receive regular veterinary care throughout its lifetime and that all vaccines will be maintained.
6. If there is any dispute with or involving Bayou Doodles Labradoodles, buyer agrees that the dispute shall be governed by the laws of the state of Louisiana, USA, without regard to conflict of law provisions, and buyer agrees to exclusive personal jurisdiction and venue in the state and federal courts of the United States, located in the State of Louisiana, St Tammany Parish.
7. The prevailing party shall have the right to collect from the other party, its reasonable costs and necessary disbursements and attorneys fees incurred in enforcing this contract. **BUYER INITIAL HERE:_____.**

BAYOU DOODLES HEALTH GUARANTEE

HEALTH WARRANTY:

1. Your companion puppy will be shipped in good health and free, to the best of the seller's knowledge, from genetic defect. Seller has taken every reasonable precaution to ensure the physical soundness and temperament of the companion puppy. To the best of seller's knowledge, the companion puppy's sire and dam are free from hereditary defect.
2. Upon receipt of your companion puppy, you have 3 days to take the puppy to a veterinarian of your choosing to determine the puppy's physical condition. If satisfied with the veterinarian's report, the buyer will retain possession of the companion puppy and hold the seller harmless and not liable for any further medical conditions of the companion puppy, with the exception of genetic health issues. If the companion puppy is found to be in poor health, or is seriously ill by a veterinarian's report, the buyer shall immediately provide the seller with a copy of said report. The seller will replace the companion puppy or refund the amount paid at the seller's discretion. The request must be made within the 3-day time-frame.
3. The companion puppy will be under warranty against all serious life-altering genetic diseases for 2 years after date of whelping.
 - a. If the puppy should have a disease of a serious nature, which can be corroborated with a veterinarian's report, a replacement puppy will be offered.
 - b. Should the companion puppy die from a genetic defect within 2 years of its whelp date, the puppy will be replaced as soon as a suitable puppy is available.
 - c. The seller reserves the right to have an autopsy performed, or to get a second opinion from a veterinarian of their choosing, at their own expense.
4. The companion puppy must be spayed/neutered by **6 months of age** at buyer's expense, and proof from a veterinarian's office must be provided to the seller immediately upon having the puppy fixed. The puppy will be microchipped before going home.
5. The seller will provide the buyer with the microchip number upon receipt of the puppy.

BUYER'S OBLIGATIONS

Buyer agrees to take proper safeguards for the care, safety and well-being of the dog including, but not limited to: a fenced yard, in-home kennel space, feeding, exercise, socialization, proper diet and obedience training. Buyer agrees that the dog will be kept up-to-date with veterinary care including well visits, vaccinations, and any necessary treatment for illnesses or infestations. Disregard for any of the above voids any warranty under agreement.

The health warranty outlined above applies only to the buyer, and is not transferrable to a subsequent owner.

Buyer agrees that if it desires to give away or sell the dog, the buyer will notify the seller and give the seller the opportunity to reclaim or re-home the dog. The dog must NOT be given away to a pound or shelter.

LIMITATIONS OF LIABILITY: Both parties agree that damages of any kind suffered by the buyer that may arise from any breach by the seller, or any condition or warranty in this agreement, or implied by law, shall be limited to the replacement of the companion puppy by the seller within a one-year period. The seller is responsible for court fees, IF they are found in breach of this contract, and the buyer is responsible for court fees IF they are found in breach of this contract.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE. BOTH PARTIES AGREE THAT THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THEM AND THAT NO OTHER REPRESENTATION, EITHER ORAL OR WRITTEN, HAS BEEN MADE REGARDING THE PUPPY DESCRIBED ABOVE. THE PARTIES AGREE THAT NO CHANGES TO THE CONTRACT SHALL BE BINDING UPON EITHER OF THEM WITHOUT WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.

****Seller reserves the right to cancel pending sale, at their discretion, with full reversal of deposit, up until the day of puppy pickup, before final payment is made****

BUYER INFORMATION

NAME: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP: _____

HOME PHONE: _____

DATE: _____

BUYER SIGNATURE: _____

SELLER INFORMATION

BAYOU DOODLES
COVINGTON, LA 70435
(337) 789-4270

SELLER SIGNATURE: _____

Terri Phillips