

WHOODLES OF JOY

PURCHASE AGREEMENT / HEALTH GUARANTEE

AGREEMENTS

Thank you for deciding to purchase a *Whoodles of Joy* puppy. We want to make this an enjoyable experience for you, **the Buyer**. Please feel free to email us with any questions or concerns that you have. This contract is written to clarify the terms and conditions of purchasing a *Whoodles of Joy* puppy and to give you confidence in the purchasing of a healthy puppy.

Purchase Agreement

Please read the health guarantee completely before placing a deposit on a puppy. By putting a deposit on a puppy, the Buyer is agreeing to the terms and conditions within this contract.

We require a \$300 deposit to hold the puppy of your choice (checks not accepted). Please be sure you are fully aware of the price of the puppy before you commit to a deposit. This deposit is transferable to another litter. The deposit is refundable as we want to ensure our puppies are being matched to the right family and the family is happy with their puppy selection. Please note *Whoodles of Joy* reserves the right to take first pick of the litter should we choose to do so.

Health Guarantee

The following outlines our conditions for guaranteeing the health of your puppy.

1. It will be up to *Whoodles of Joy* to decide when the puppy is ready to go to its new home. The earliest is 8 weeks of age but depends on the weight of the puppy and how easily it is weaned from the mother. We will not, under any circumstances, let the puppy go to its new home before it is ready to do so. **Puppies must be picked up and paid in full within 3 days of their agreed upon “go home” date.**
2. The puppy will have been checked by a licensed veterinarian and deemed in good health at the time of sale. The puppy will be up to date on shots and worming as of the date the Buyer takes possession of the puppy.
3. The Buyer understands they must continue to have the puppy seen by a licensed veterinarian at the proper intervals throughout the first year of life to maintain the dog’s health. Buyer agrees to keep their puppy up to date on all vaccinations as recommended by their veterinarian during the first year. **If the Buyer does not continue veterinarian care at necessary intervals during the first year of life to ensure the puppy’s health, including necessary vaccinations, this health guarantee is null and void.**
4. Although the puppy has been de-wormed, it does not mean that your puppy will continue to be free of worms after you receive them. Young animals are susceptible to worms due to the fact they put everything in their mouth, and they are exposed every time they touch the ground. Worming is an ongoing process that will need to continue once the puppy is in your care. It is recommended that the Buyer not expose the puppy to other dogs that are not vaccinated until the puppy has completed their entire vaccination schedule.
5. We are not responsible for a puppy’s exposure to diseases after they have left our possession. The Buyer should be careful where they take their puppy and who handles the puppy. The puppy should not be exposed to previously infested disease areas or to places where a high level of exposure to diseases is possible. Puppies are susceptible to viruses until their vaccinations are completed.

6. The Buyer, at their own expense, must have the puppy examined by a licensed veterinarian within 10 days of picking up the puppy. Documentation must be sent to ***Whoodles of Joy*** within 10 days of the examination for this health guarantee to be honored. Validation of the guarantee requires examination of your puppy. Any exam performed by a veterinarian belonging to the Banfield network (PetSmart/Petco) will VOID this guarantee in its entirety due to their reputation of financial abuse of new puppy owners and misdiagnosis.
 7. If within 1 year of birth, the puppy is diagnosed by a licensed veterinarian with any serious life altering genetic or congenital defect which adversely affects the animal's health, the puppy may be replaced under the following conditions. **The defect must be documented by a licensed veterinarian on or before the one-year birth date of the puppy.** ***Whoodles of Joy*** must be notified of the problem within 3 business days of the licensed veterinarian's determination. The Buyer must provide the report from their veterinarian to ***Whoodles of Joy*** stating the problem, **along with the veterinarian's name, address and phone number.** Upon receipt of the report, ***Whoodles of Joy*** at their discretion can have their veterinarian review the assessment of the Buyer's veterinarian.
 8. Upon determination that the puppy does qualify under the conditions of the replacement guarantee ***Whoodles of Joy*** will provide a replacement puppy of equivalent value as soon as one is available. **This guarantee applies to the original owner of the puppy only and is not transferable to a second party.** In the event of death of a puppy, an autopsy report shall be performed at Buyer's expense to determine the congenital defect if any and cause of death. The report must be provided before a replacement puppy is given. ***Whoodles of Joy*** is not responsible for any veterinarian charges or fees in diagnosing or treating any illness or genetic defect. The replacement puppy will be provided by ***Whoodles of Joy*** out of the next available litter. The replacement puppy will be mutually agreed upon by both parties. It is understood and agreed that the replacement puppy may not be from the exact same parents as the original puppy.
 9. ***Whoodles of Joy*** is not responsible to replace a puppy for any of the following reasons: poisoning ingested, biting of electrical cords, consumption of prescription or non-prescription drugs, antifreeze, toxic plants, vitamins or ingestion of any substance toxic to animals including food poisoning, lawn chemicals (can cause seizures), eating bones, neglect, idiopathic seizures or abuse.
 10. ***Whoodles of Joy*** is not responsible for any veterinarian bills that the Buyer may incur regarding the purchased puppy. The Buyer is responsible for obtaining veterinarian advice when needed and for paying for those services. From the time the puppy leaves the possession of ***Whoodles of Joy***, the Buyer assumes all responsibility for vet bills and for the care of the puppy.
- 11. This health guarantee does not include the following:**
- a. Any physical problem which is or could be the result of injury.
 - b. Minor illnesses and health issues such as colds, allergies, internal or external parasites, umbilical hernias, or innocent/physiologic heart murmurs. However, ***Whoodles of Joy*** will disclose any known illnesses or health issues prior to the sale.
 - c. Coccidia and/or Giardia, kennel cough, pneumonia, hypoglycemia, diarrhea and other stress related illnesses that may occur from the stress of the move or flight to the Buyers home.
 - d. Due to difficulty in determining whether certain health issues are congenitally (those conditions present, but not detected at birth) or environmentally caused, ***Whoodles of Joy*** is not responsible for puppies which develop health issues which could be attributed to environmental causes.
12. This health guarantee is null and VOID if the puppy is sold to a third party. **This health guarantee is valid for only the original Buyer of the puppy.**
13. ***Whoodles of Joy*** assumes no responsibility for training difficulties or behavioral problems.

14. There is no guarantee or warranty that the Buyer will be able to show or breed the puppy regardless of show or breeding potentials. The puppies are a mix of Poodle and Soft Coated Wheaten Terrier and exact mix of each cannot be confirmed.
15. ***Whoodles of Joy*** does not guarantee size. We will give the Buyer the weight of the puppy's parents and the weight of other puppies out of that mating. We can give the Buyer an educated guess as to full grown weight, but there are too many variables to make a guarantee.
16. If for any reason the Buyer is unable to keep the puppy, the Buyer agrees to return the puppy to ***Whoodles of Joy*** and not place the puppy in another home, unless given permission by ***Whoodles of Joy***. ***Whoodles of Joy*** has first right of refusal. ***Whoodles of Joy*** will screen for a potential good home for the dog/puppy and the Buyer will be paid back for the highest price able to re-home puppy/dog. Please make sure you know you are not allergic before taking the puppy. No other expenses like food, veterinarian care or transportation/shipping charges prior to return of the puppy to ***Whoodles of Joy*** will be refunded to the Buyer.

This contract supersedes any and all previous agreements. This contract is null and void if the terms and conditions are not fulfilled. To the best of the Seller's (*Whoodles of Joy*) knowledge, the puppy is in good health at the time of sale. The Buyer agrees that he/she has read and understands this contract fully and that this contract is under the jurisdiction of the State of California in the county of Riverside. It is agreed that the place of venue shall be in Riverside County.

Puppy Sold: _____ Color: _____

Date of Birth: _____ Purchase Price: \$_____

Buyer: _____ Purchase Date: _____

Seller: _____ Whoodles of Joy

Seller's Signature: _____ Date: _____

Buyer's Signature: _____ Date: _____

Buyer's Address: _____

Buyer's Phone Number: _____