**Sales Contract and Health Guarantee**

 **Rocky Mountain Bernedoodles**

**Black Canyon Doodles LLC**

 **3 Year**

Seller’s Name: Tammie Rendon

Seller’s Address: 15818 6000 Rd. Montrose, CO 81403 Phone: (970) 240-5995

Email Address: rockymtbernedoodles@gmail.com

Buyer’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_Zip:\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Litter Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Gender:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Microchip#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire’s Name & Reg. Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam’s Name & Reg. Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Price Paid for Dog (not including shipping) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The seller hereby guarantees that said dog is believed to be healthy at the time of sale and has received appropriate vaccinations and worming for age. The Buyer has Five (5) days from the time of receipt to have dog examined by a veterinarian. 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 **three years**, as certified by a qualified veterinarian at buyer’s expense, the seller has the right to require a second opinion from a nominated veterinarian of seller’s choosing at the seller’s expense. A warranty for Hip Dysplasia is provided for three years after the date of sale. This warranty will be terminated should the 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 Hip Dysplasia within the first **three years**, the buyer must provide the seller with proof in the form of documentation from OFA or Penn HIP.

This warranty does not include viral illnesses, infections, improper bites, umbilical hernias, hypoglycemia, Giardia, or Coccidosis. 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 seller’s preferred veterinarian, the buyer waives all rights to a replacement puppy or to any financial payment as compensation.

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 and to 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 has reached one year of age. Identification ISO Micro chip is scanned and recorded on the health agreement.

**Length of Health Guarantee:**

Rocky Mtn Bernedoodles offers a **3-year** health guarantee

This guarantee does not cover mistreatment of puppy, injury, accidents, poisoning, etc., dog is not overweight, underweight and has not been used in agility, running, jumping or over exercised during their growth period of 36 months during the period of guarantee. It does not cover trauma related or environmental factors that have affected the dog adversely. Rocky Mtn. Bernedoodles does not guarantee your dog’s hips against any form of dysplasia, which is attributable to non-genetic causes. This guarantee applies only to the original purchaser of this dog.

The buyer must supply to the seller a veterinarian’s report indicating possible hereditary defects within seven days of making the first complaint to the seller. Their nominated veterinarian if so desired, must forward a copy of all available reports to the seller for review. The seller will review the reports and advise if a second opinion is required. If it is, the seller will nominate a second veterinarian to whom the dog should be taken for further examination. 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 a hereditary defect clinically impacting its quality of life:

1. The seller will replace with a puppy/dog of equal or greater value upon meeting the above requirements. 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.

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 reimbursement is defined as the seller getting up to and not exceeding half of the cost of the original sale price of the dog (not including shipping) back to the buyer.

3. The seller will choose one or the other, not both.  Shipping: Buyer bears all costs.  Rehoming: Buyer agrees that if at any time the buyer wishes to destroy or give away the dog, the 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.  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. 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.

Buyer Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Price of dog: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This contract is transferable in a rehome situation only if the new owner(s) are willing to sign and abide by a new contract with Rocky Mt. Bernedoodles and Rocky Mt. Bernedoodles approves the transfer.