

SELLER & BUYER TERMS AND CONDITIONS CONTRACT FOR APPLEBLOSSOM AUSSIEDOODLES

1. Deposit, Payment of Purchase Price, Fees Buyer has paid deposits totaling to \$_____, with payment balance of \$_____ due upon release of the Dog to Buyer. The expected pick up date is _____, or such other date as the parties may mutually agree. Payment of the balance may be made by cash or cashier's check.

Buyer acknowledges and agrees that Seller will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price by the set pick up date

In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either

- (i) refunded, or
- (ii) transferred to the next litter of puppies.

A boarding fee will be charged for each day the Dog is boarded by Seller past the agreed delivery date, this is discussed prior to pick up.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

(a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.

(b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

(c) The Dog is in good health at the time of this sale. Buyer has 3 days from the delivery date to have the Dog examined by a licensed Veterinarian, at Buyer's cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 3 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical

costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.

(d) Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Aussiedoodle breed, and understand the health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.

(f) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller.

(g) Seller is promising a 2-year genetic health guarantee. This covers all genetic problems only for up to two years. Neglect and physical injuries are not covered by this guarantee. Records from two certified, practicing, veterinarians must state there is something wrong with the dog genetics. If records are provided, the buyer will have the option to replace the dog with a puppy of equal or lesser value, unless arranged with the seller.

4. Fitness of Purpose

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

5. Buyer's Representations Buyer represents to Seller that:

(a) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.

(b) Buyer will keep the Dog in an enclosed area of adequate size, and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.

(c) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).

(d) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(e) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.

(f) Buyer shall keep the Seller up to date on Dog. Information about how the Dog is doing and developing is encouraged.

(g) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement. Original Seller shall also be notified.

(h) Dog is being sold with breeding rights and an additional \$1,000 has been added onto the price of the Dog. The dog will not be over bred. Females will not be bred before their second heat or after the age of six years. Males will not be bred before 1.5 years of age. A Brucellosis test must come back negative prior to every breeding. Genetic Testing isn't required, but it is highly recommended. If any complications arise due to breeding, the buyer promises that the dog will be prohibited from breeding to ensure the safety of the dog. This term (h) is omitted if dog is not being used for breeding purposes.

6. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

7. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Michigan.

9. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Buyer's Signature Date

Seller's Signature Date