

2024 Evergreen Valley PNW Doodles
Puppy Health Guarantee and Contract.



EVERGREEN VALLEY
PNW doodles

Must Activate TRUPANION PET INSURANCE: Within 24 hours of taking possession of the puppy, Buyer is provided with a certificate for a free 30-day trial of Pet Insurance with Trupanion. If Buyer fails to timely activate the 30-day free trial, all warranties and guarantees contained in this Agreement are VOID. Continued service with Trupanion beyond the 30-day trial is not required for compliance with this provision.

As responsible breeders, we have worked diligently to eliminate known defects from our bloodlines. On rare occasions, any top breeder can have a puppy that presents a medical problem. We are meticulous with regard to all details in the raising of our puppies and the health and well-being of the puppies entrusted to our care is paramount!

- Your new puppy has no known diseases or illnesses and has been thoroughly examined by both ourselves and our veterinarian.
- All age-appropriate vaccinations will be current and fully documented and provided to Buyer

72 hour WARRANTY: (or business 3 days) Within 3 days of Buyer taking possession of the puppy, the puppy must be examined by a licensed veterinarian. If the puppy is not taken to a licensed veterinarian within 3 DAYS of Buyer taking possession, then the health warranty on the puppy is void. Any exam performed by a vet belonging to the Banfield network (Petsmart/Petco) will void this warranty in its entirety due to their reputation of financial abuse and manipulation of new puppy owners. Breeder holds the right to have the puppy re-examined by our veterinarian to validate any diagnosis. Any vet expenses incurred by Buyer will not be refunded.

HEALTH GUARANTEES: Unfortunately, it is extremely rare, but after leaving our care a puppy might become medically compromised in a variety of ways. These include physical injury, hypoglycemia, neglect, extreme environmental conditions, or exposure to pathogens. Even the most preeminent breeder could potentially have a puppy that develops and/or displays symptoms of a medical nature. These are conditions well outside the realm of reasonable care or prevention and the potential of this atypical situation has facilitated the formulation of our extensive guarantee process.

1. Congenital Defects. Breeder warrants the health of the puppy for two (2) year to be free of: severe luxating patellas (requiring surgical correction), hip dysplasia, cataracts, epilepsy/seizures, tracheal collapse, heart, kidney and liver ailments. If the puppy is diagnosed by OFA (or other accredited certifier) as having severe patellar luxation or as having severely dysplastic hip(s) on or before their 1st birthday, Buyer must submit a copy of the OFA report to Breeder. A veterinarian cannot make the diagnosis. The diagnosis must be made by OFA, PennHip, or other accredited hip specialist certifiers and the puppy must be sedated for the radiograph to be taken.

2. Life Threatening Defects. If Buyers veterinarian determines that the puppy has a life threatening hereditary defect, Buyer must notify Breeder of the defect in writing within twenty-four (24) hours of the determination. A statement setting forth such defect from Buyers diagnosing veterinarian, on the veterinarians letterhead, must be forwarded to Breeder within seventy-two (72) hours of such determination. Breeder reserves the right to have the puppy examined by a veterinarian of Breeders choice to validate any diagnosis of life threatening hereditary diseases at Breeders expense; all ether veterinary and transportation expenses are Buyers obligation. If Breeders veterinarian verifies the life threatening defect in accordance with the above provisions, Breeder will reimburse Buyer for veterinary expenses related to the defect up to the purchase price of the puppy if Buyer retains ownership of the puppy. Any shipping fees will not be refunded.

3. Stress-Related Illnesses. Breeder cannot guarantee the puppy against illness or opportunistic parasite brought on by the stress of moving (from our house to yours), shipping, or motion sickness resulting from being transported. This stress can ignite illnesses such as hypoglycemia (sugar drop) and opportunistic parasites such as coccidia (dormant in most live animals), giardia (also dormant in most live animals), kennel cough (upper respiratory), etc. Breeder also does not guarantee the puppy to be “worm-free” as this is an on-going process that, once the puppy is out of our care, is the sole responsibility of Buyers. These conditions are easily and

economically treated. Any expenses incurred by Buyer will not be refunded.

4. Reproduction. Any dog that has sired or whelped one or more puppies is no longer covered under this guarantee.

5. Other Exclusions. This guarantee does NOT cover any costs associated with spaying or neutering, nor does it cover injury or death from any routine surgical procedure. Further, this guarantee does not cover any of the following conditions or minor flaws: kennel cough, pneumonia, upper respiratory conditions, ear mites, ear infections, skin mites, mange (sarcoptic demodectic or cheyletiella), cherry eye or any other non life-threatening eye, skin, or tissue issues, allergies, over or under bites, herniations, a non life-threatening open fontanel, non life-threatening bone or joint disorders such as but not limited to luxating patellas (not requiring surgical intervention) and heart murmurs that are not life threatening. Breeder cannot guarantee size, color, temperament or fertility (including presence of testicles) of any puppy. Breeder cannot guarantee size or conformation and does not imply or intend to imply any potential and/or prospect of show quality of any puppy. In addition, Breeder cannot guarantee that dewclaws will not re-grow and will not be responsible for any vet charges the Buyer may incur in removing dewclaws or tail docking.

PREVENTATIVE HEALTH & NUTRITION: Buyer agrees to keep the puppy in good physical condition with regularly scheduled vaccinations, dewormings, flea, tick and heartworm prevention and to provide proper shelter, exercise, fresh water, dog food, treats, pet care products and nutritional supplements as described herein. Administering an internal flea medication, using **Comfortis, Trifexis** Flea and Tick products will void all guarantees.

Should any settlement under any of the conditions of the health guarantee become necessary, Breeder reserves the right to resolve any problem by the following means and with the stipulations listed below:

1. Replace the dog based on the findings of our veterinarian following a consultation with the Buyer veterinarian and with Breeder regaining possession of the dog.

2. Provide surgical intervention to resolve the medical defect under the following conditions:

1. Any needed surgery would be performed only following a consultation with our veterinarian who will determine whether he or an

associate would normally perform the procedure, or for that matter, if said procedure is even indicated or appropriate.

1. Buyer will be required to submit full medical records, including laboratory results, pathological reports, imaging results including x-rays, CT or MRI, also a DNA sample may be requested to verify the identity of the dog.

2. Should surgery be required and agreed to by the various consulting veterinarians, Breeder reserves the right to take one of the following actions;

1. Engage our veterinarian to perform the surgery with both the Buyer and Breeder sharing equally in all costs, i.e. shipping, housing of dog, and medical procedures.

2. If it is agreed that the health of the animal might be compromised by travel and the procedure can be performed properly by a mutually acceptable provider near the Buyers home, then Breeder will pay up to half of all medical costs not exceeding the original purchase price of dog. The reimbursement will be for half of all expenses incurred up to what our veterinarian would charge for the same procedure.*

3. Under no circumstance or condition will Breeder assume any liability for any surgery or medical procedure unless said surgery or medical procedure is performed only after consultation and concurrence with Breeder.

4. In all cases, the limit of liability of Breeder will never exceed the purchase price of the dog.*

*(For example, if a dog was purchased for \$2000 and an agreed to surgery was \$1000, Breeder would pay \$500. If the surgery were to be \$5000, Breeder would pay the original purchase price of that dog or in other words, a maximum of \$2000.)

3. In the unlikely event that a death occur within the health guarantee period, a necropsy must be performed by a licensed veterinarian and a copy of the report forwarded to Breeder for review by Breeder's veterinarian prior to assumption of Breeder liability. If our veterinarian concurs that the puppy did indeed pass away due a genetic defect covered under the health guarantee, we will replace your puppy as soon

as one is available. All expenses are at Buyers expense including the licensed veterinarian tests, professional diagnosis and necropsy, if applicable, as well as the return shipping and shipping of the replacement puppy. If the puppy becomes ill and the owner has the puppy euthanized without Breeders prior consent, no replacement will be made. If the Buyer declines a replacement puppy, then Breeder shall be under no further obligation and it will be deemed that the Buyer has released the Breeder from any and all further claims, obligations or duty.

FIRST RIGHT OF REFUSAL: Buyer agrees that the puppy will never be sold, leased or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. In the event Buyer decides they can no longer care for the dog, wishes to sell, transfer ownership, give the puppy/dog away, the Buyer agrees to notify Breeder immediately and Breeder is to be given the FIRST RIGHT of refusal. If Breeder exercises this right, ownership shall be legally transferred to Breeder and once Breeder has found an appropriate home for the dog, half of what it is resold for will be returned to Buyer. All registration papers, immunization papers, microchip registration papers, etc. must be returned with the puppy and cost of shipping shall be at Buyers expense.

MISCELLANEOUS:

Breeder may accept credit cards as a convenience to Buyer. Buyer agrees that no charge backs or disputes will be filed through a credit card company or financial institution for ANY REASON. In the event of legal action necessary to enforce the obligations on the Buyer by the Breeder the Buyer shall be responsible for all reasonable expenses of such enforcement including Breeders necessary attorneys fees, court costs, and travel fees. The pictures which Breeder provides to Buyer are of a professional quality, taken by a professional. Buyer does not have permission to alter these photos in any way, nor does Buyer have permission to attempt to resell any puppy acquired from Breeder using any of these pictures. Further, Buyer gives permission to Breeder to share any and all photos sent to Breeder for the purposes of advertisement so long as Buyer's name is attributed as current owner.

ABUSE/NEGLECT: In the event that the dog is mistreated, neglected, abused in any way, kept outside in extreme heat or extreme cold conditions, kept on wire flooring, Breeder has the right to rescue the dog immediately, with no notice or compensation to Buyer. Buyer shall voluntarily surrender the dog, and any kennel club registration, microchip records, and health records.

We will not guarantee any breeding dog or a dog purchased for breeding. We also do not give breeding rights to any generation.

THIS DOCUMENT IS A LEGALLY-BINDING DOCUMENT. ANY COURT COSTS AND ATTORNEY FEES NECESSARY TO ENFORCE THIS CONTRACT SHALL BE PAID BY BUYER IN BREEDERS STATE IN WHICH THEY LIVE. THIS GUARANTEE APPLIES TO ORIGINAL BUYER ONLY, AND IS NOT TRANSFERABLE. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

I, _____ the Buyer of a puppy or puppies from Evergreen Valley PNW Doodles Olympia, Washington, hereby acknowledge that I have received a copy of this agreement and acknowledge by signing below, that I have read, understand and agree to strictly abide by the terms of this Agreement in its entirety. Further, acceptance of a puppy or puppies is acceptance of this Agreement in its entirety.

Signature of Buyer

Date ____ / ____ / ____

Signature of seller

Date ____ / ____ / ____