Health Guarantee and Sale Contract

Rutu
AUSTRALIAN
LABRADOODLES

PARTIES

This Agreement is made between Kennedy Mead, operating as Rutu Australian Labradoodles (Seller), and the Buyer listed below. This Agreement governs the sale and lifetime conditions of the Dog described herein.

Buyer Name: _____

Date: _____

DOG IDENTIFICATION

Puppy Call Name: _____

Puppy Microchip/ID Number: _____

Date of Birth: _____ Sex: ____ Color: _____

Sire: _____ Dam: _____

PURCHASE PRICE AND PURPOSE OF SALE

Buyer agrees to pay $3,200 USD for this companion puppy. This price reflects pet-only placement and does not include breeding rights or value. Payment is due in full by time of transfer.

This Dog is sold strictly as a companion animal. The Dog shall not be bred or used for reproduction under any circumstances. Any violation constitutes a material breach of this Agreement.

PLAIN LANGUAGE SUMMARY (INFORMATIONAL ONLY)

This section is a simplified overview only and does not override the full Agreement.

- The Dog is sold strictly as a companion animal and may not be bred.
- The Dog must be spayed or neutered by 12 months of age.
- If Buyer cannot keep the Dog, it must be returned to Seller.
- Health coverage is limited to specific genetic or congenital conditions within defined time limits.
- All veterinary-related claims require compliance with this Agreement.
- Buyer agrees to provide proper care, training, and a safe indoor home environment.

DEFINITIONS

1. **Genetic Disorder:** Inherited condition diagnosed by a licensed veterinarian or specialist, not caused primarily by environment or injury.
2. **Congenital Defect:** Condition present at birth.
3. **Life-Threatening Condition:** Condition that poses risk to life or causes severe suffering or major loss of quality of life.

HEALTH WARRANTY & VETERINARY GUIDELINES

1. Veterinary Oversight Requirements

All warranty coverage and reimbursement claims are subject to this section.

Buyer agrees to:

- Provide veterinary records upon request
- Authorize communication between Seller and treating veterinarians regarding diagnosis, treatment, and prognosis
- Make the Dog available for veterinary evaluation if requested by Seller
- Comply with the requirements of this section for any reimbursement or warranty claim

For non-emergency conditions that may fall under this warranty, Buyer must notify Seller prior to initiating veterinary treatment. In emergency or life-threatening situations, Buyer may seek immediate veterinary care without prior approval, but must notify Seller as soon as reasonably possible afterward and provide full veterinary records.

Seller may obtain a second veterinary opinion at Seller's expense, and retains sole discretion in determining eligibility for reimbursement under this Agreement. Any second veterinary opinion obtained by Seller shall be from a licensed veterinarian, board-certified specialist, or veterinary teaching hospital and shall be requested within a reasonable timeframe following receipt of initial diagnosis.

2. Coverage Eligibility and Conditions

Coverage applies only to genetic or congenital conditions, whether life-threatening or non-life-threatening, diagnosed within twenty-four (24) months of the Dog's date of birth.

If a life-threatening genetic or congenital condition is diagnosed within twenty-four (24) months of the Dog's date of birth, Seller may, at Seller's discretion, either:
(a) reimburse eligible veterinary expenses directly related to the condition, not to exceed $3,200 USD; or
(b) provide a replacement puppy of equal or greater value from a future available litter.

The original Dog shall remain in Buyer's possession.

For non-life-threatening genetic or congenital conditions diagnosed within twenty-four (24) months, Seller may reimburse up to fifty percent (50%) of the purchase price (not to exceed $1,600 USD), limited to veterinary treatment directly related to the condition.

3. Orthopedic Health (Hips, Elbows, Patellas)

All breeding dogs have been evaluated through the Orthopedic Foundation for Animals (OFA) for hips, elbows, and patellas prior to breeding. Buyer acknowledges that OFA testing reduces but does not eliminate risk of orthopedic conditions, and no orthopedic condition is guaranteed beyond twelve (12) months of age, after which hip dysplasia, elbow dysplasia, patellar luxation, and other structural orthopedic conditions are presumed environmental, developmental, or activity-related and are excluded.

Patella grading coverage excludes Grades 1 and 2. Grades 3 or 4 diagnosed prior to twelve (12) months must be congenital and supported by veterinary documentation to qualify for limited coverage.

4. Dental, Hernia, and Reproductive Conditions

Base Narrow Canines, improper bites, and retained baby teeth are excluded from warranty coverage.

Base Narrow Canines (BNC) are only eligible for limited coverage if the adult canine is actively growing into the soft palate, which is rare. In such cases, filing costs up to $100 per affected tooth may be reimbursed. No reimbursement is provided if puppy teeth are removed, as this may create additional complications. If a discount is accepted by Buyer at the time of sale, all dental warranty coverage is waived for future mouth or tooth-related conditions.

Umbilical hernia repair may qualify for reimbursement up to $75 only if a licensed veterinarian deems repair medically necessary and it is performed at the time of the Dog's spay or neuter procedure.

For male Dogs with undescended testicle(s) (cryptorchidism), if one or both testicles have not descended by seven (7) months of age and surgical correction is performed at the time of neuter (required no later than twelve (12) months of age unless otherwise specified), Seller may reimburse up to $100 toward the additional surgical cost.

WARRANTY CONDITIONS AND EXCLUSIONS

1. Excluded Conditions (Applies to All Warranty Claims)

This warranty does not cover conditions resulting from:

- Injury, accident, neglect, or improper care
- Parasites, infections, or environmental illness (including but not limited to giardia and coccidia)
- Allergies or sensitivities
- Normal variation in size, coat, structure, or temperament
- Environmental, developmental, or lifestyle-related conditions
- Examination fees, diagnostic testing, travel expenses, and incidental or unrelated costs
- Any costs not directly related to treatment of a covered condition

2. Vaccination and Flea/Tick Medication Requirements

Buyer agrees that no more than one vaccine be administered per veterinary visit and that vaccines must be spaced at least two (2) weeks apart. The leptospirosis vaccine shall not be given as part of a combination vaccine with distemper or other core vaccines. The health warranty shall be void if two (2) or more vaccines are administered during the same veterinary visit.

Buyer further agrees that no oral flea or tick medications shall be administered without prior written approval from Seller. If oral flea or tick medication is administered without approval and a licensed veterinarian determines it contributed to a medical condition, the health warranty shall be void with respect to that condition. Topical or non-oral alternatives are strongly encouraged. Seller advises against oral flea and tick medications due to potential adverse reactions, including neurological, gastrointestinal, or allergic effects.

SPAY/NEUTER REQUIREMENT AND BREEDING PROHIBITION

Dog must be spayed or neutered by twelve (12) months of age at Buyer's expense. Extensions may be requested before possession and must be approved in writing by Seller. Acceptable procedures include traditional spay or neuter, vasectomy, or ovary-sparing spay.

Buyer must provide written veterinary proof within ten (10) days of completion. Proof must be from a licensed veterinary hospital and include the Dog's description, breed, and microchip number.

The Dog shall not be bred, intentionally or accidentally, at any time. Any breeding or failure to comply with this requirement constitutes a material breach.

In the event of breach, Seller may:
(a) reclaim the Dog without compensation, and/or
(b) pursue financial damages as outlined below.
Unauthorized breeding shall result in liquidated damages of $7,300 (difference between $10,500 breeding value and $3,200 purchase price), plus $1,600 per puppy produced.

These amounts are agreed by both parties as reasonable pre-estimated damages for unauthorized breeding.

Buyer agrees that Seller may enforce this Agreement and recover all reasonable legal fees and costs incurred in enforcement.

COAT, SIZE, AND HYPOALLERGENIC DISCLAIMER

Buyer acknowledges there is no guarantee that the Dog will be non-shedding or hypoallergenic. While the breed is generally low-shedding and allergy-friendly, individual reactions vary and no dog is completely free of allergens.

Buyer further understands that size, weight, structure, coat type, shedding level, and color are not fully predictable and no guarantee is made regarding adult appearance or temperament. The breeder provides best-available estimates based on parents and prior litters, but natural variation is expected.

RETURN, REHOMING, AND NECROPSY REQUIREMENTS

If Buyer is unable or unwilling to keep the Dog at any time, Buyer must notify Seller immediately. The Dog may not be sold, transferred, gifted, surrendered, or otherwise rehomed without Seller's prior written approval. Under no circumstances may the Dog be surrendered to a shelter, rescue, pound, pet store, or research facility without Seller's written consent.

If the Dog is returned, Buyer is responsible for all transportation costs. Seller may require health testing, including but not limited to Brucellosis, Canine Herpesvirus, and parasite testing, at Buyer's expense before accepting the Dog. If returning the Dog would pose a health risk to Seller's dogs or puppies, Seller may require Buyer to temporarily retain possession while Seller assists in finding an approved home. Seller reserves the right to charge a $50 per day boarding fee and a $350 rehoming fee if the Dog is relinquished. Upon relinquishment, Buyer forfeits all ownership rights and waives any right to a refund, reimbursement, credit, replacement puppy, or updates regarding the Dog's future placement, except as provided under the health warranty.

If the Dog dies before twenty-four (24) months of age and a congenital or genetic condition is suspected, Buyer must obtain a necropsy performed by a licensed veterinarian or veterinary teaching hospital approved by Seller and provide Seller with the complete report and veterinary records. If the necropsy confirms a covered congenital or genetic condition, Seller will provide a replacement puppy of equal or greater value from a future litter, subject to availability. Failure to obtain the required necropsy or provide the requested documentation voids this portion of the health warranty.

SELLER CARE RECOMMENDATIONS (NON-BINDING)

Buyer acknowledges these are general recommendations intended to support the Dog’s long-term health and well-being. These do not create additional contractual obligations unless specifically stated elsewhere in this Agreement.

- Feed a high-quality, nutritionally complete diet appropriate for age and activity level.
- Maintain a healthy body condition, avoid obesity, and ensure the coat is properly groomed to prevent matting and associated skin issues.
- Provide annual veterinary wellness exams and preventative care.
- Complete basic obedience training within the first 12 months.
- Avoid high-traffic dog environments until vaccinations are complete.
- Limit high-impact or repetitive exercise during the first 12 months to support joint development.

BUYER AGREES TO

Buyer agrees to the following conditions of ownership:

- Pay a total purchase price of $3,200 USD.
- Provide a safe, indoor, companion-based home and humane care at all times.
- Comply with all spay and neuter, no-breeding, and health warranty conditions in this Agreement
- Follow all return and rehoming requirements, including returning the Dog to Seller if unable to continue ownership.
- Acknowledge that the purchase of the Dog is a placement from an ethical breeding program and not a standard retail transaction, and agrees to maintain communication with Seller as the original breeder regarding the Dog’s welfare throughout the life of the Dog.

LIMITATION OF LIABILITY

All determinations regarding coverage, eligibility, and reimbursement under this Agreement are made at Seller's sole discretion based on veterinary documentation and the terms of this Agreement. Reimbursement is subject to full compliance with this Agreement.

Seller's total aggregate liability under this Agreement, whether in contract, tort, warranty, or otherwise, shall not exceed $3,200 USD, the purchase price of the Dog.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral or written agreements, representations, or communications relating to the Dog. Any modification or amendment must be in writing and signed by both Parties.

This Agreement remains in effect only while Seller is actively breeding Australian Labradoodles. If Seller permanently ceases breeding, this Agreement terminates and no further obligations shall apply, including any obligation to provide replacement puppies, future litters, or ongoing breeder services.

The following provisions shall remain in effect after termination:

- Spay or Neuter Requirement and Breeding Prohibition
- Liquidated Damages for Unauthorized Breeding
- Return and Rehoming Policy
- Any rights or obligations accrued prior to termination

All other warranties and obligations terminate at that time.

SEVERABILITY, JURISDICTION, DISPUTE RESOLUTION, AND NON-DISPARAGEMENT

If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

The Parties agree that any claims or disputes arising out of or relating to this Agreement shall be brought exclusively in the County of Ionia, State of Michigan.

Before initiating formal legal action, the Parties agree to first attempt in good faith to resolve any dispute through mediation. Rutu Australian Labradoodles agrees to participate in mediation in good faith prior to litigation, unless immediate court intervention is required. Legal action may be filed only if mediation is unsuccessful.

The Parties also agree not to make or publish any defamatory, disparaging, libelous, or slanderous statements about the other Party, whether directly or indirectly, and to ensure their agents or representatives do the same.

SIGNATURES

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____

SELLER CONTACT INFORMATION

Phone: (616) 433-5338
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