



# Health Guarantee and Sale Contract

This contract is between Kennedy Mead, Rutu Australian Labradoodles (Seller)

And \_\_\_\_\_(Buyer) Dated: \_\_\_\_\_

Puppy Identifier/Microchip #: \_\_\_\_\_ Puppy Call Name: \_\_\_\_\_

Date of Whelp: \_\_\_\_\_ sex: \_\_\_\_\_ color: \_\_\_\_\_

Sire name: \_\_\_\_\_

Dam name: \_\_\_\_\_

## DEFINITION OF TERMS:

Genetic Disorder is a condition diagnosed by a licensed veterinarian specializing in the condition with supporting evidence that the condition is, to the best of the veterinarian's knowledge and experience, genetic (inherited) in nature and not a result of environmental factors such as, but not limited to, Dog's weight, diet, injury, illness, etc. Serious Life-altering Condition is an illness or physical condition that renders the Dog's quality of life to severe pain and suffering or severe irremediable disfiguration.

## PURPOSE:

Pet Dog: The Parties agree that this Dog is sold as a family companion/pet and shall not be used for breeding.

## HEALTH GUARANTEE (Non-Transferrable)

1. The Seller guarantees the puppy is in good health, is up-to-date on immunizations appropriate for the puppy's age and has had appropriate deworming at the time the puppy left Rutu.

2. This guarantee does not include viral illnesses, infections, improper bites - including Base Narrow Canines (a common condition in Australian Labradoodles that generally corrects itself with age), hernias, hypoglycemia, intestinal parasites, giardia or coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury. Base Narrow Canines (BNC) is not covered under this contract except when the adult tooth is growing into the soft palate which is very rare, the cost of filing up to \$100 will be refunded for each adult canine tooth that is filed. No refund will be given if puppy tooth is removed, this can often create more problems than it helps. If discount is given and accepted by buyer, this

warranty excludes coverage for any future mouth or teeth issues. If your puppy has an umbilical hernia and it needs to be repaired Ritu will refund up to \$75 for the hernia repair when it is done at the same time as the spay or neuter surgery. Should a male puppy have undescended testicles by the time of his neuter (7 months or later) Seller agrees to refund up to \$100 when it is done at the same time as the neuter surgery.

3. If it is determined the puppy has a genetic disorder or debilitating congenital defect within 24 months of purchase, reimbursement of veterinary expenses related to that illness up to half of the purchase price of puppy (\$1,600). Both parent dogs have completed full genetic health testing, and copies of these results will be provided to the Buyer upon request. The 24-month genetic health warranty applies to the hereditary conditions included in those tests.

Buyer shall provide Seller with immediate notification and contact information for the veterinarian Buyer shall authorize Seller to contact the Vet promptly for medical and treatment information, before treatment is given, unless otherwise the Dog is in a life threatening situation. Seller shall have the option of a second opinion and Buyer shall make Dog available for the examination upon satisfactory diagnosis and/or confirmation, Seller has the choice:

a. Pay any Veterinarian fees for treatment limited to the price of the Dog

OR

b. Replace Dog with one of equal or greater value from a future available litter

4. The Parties agree that Vet fees for exams and diagnosis, delivery and incidental costs to the Buyer are not refundable.

5. Buyer's request for reimbursement or payment to Buyer's veterinarian shall be accompanied by proof of treatment and costs as well as a written diagnosis from the veterinarian. The Buyer agrees that the Seller has the right to request any information from the Veterinarian on the Dogs account. Buyer also agrees to be responsible for all travels (if any) required for vet trips, specialists, and the return of the Dog in question as well as the pick up of the replacement puppy.

6. In order for reimbursement for any health issue within the dog's first 24 months of life, Buyer must have Seller's pre-approval for reimbursement of treatment fees PRIOR to Dog's treatment.

7. If the puppy should die from a suspected congenital defect within 24 months of its date of purchase, an autopsy must be performed at the purchaser's expense by a veterinary teaching hospital or state licensed DVM acceptable to the Seller's veterinarian. If the autopsy shows a congenital defect as the reason of death, the Seller will provide another puppy of equal or greater value to the purchaser. A written statement from the veterinarian must be provided. This warranty is void in the event of an indeterminable or inconclusive diagnosis.

8. The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy as well as an estimated adult weight. However, as these are living beings, this judgment does not guarantee the eventual adult coat nor is there a guarantee of the eventual allergy-friendliness, degree of shedding, or color of the coat at maturity as well as the size of the dog.

9. Over-vaccination is known to cause many auto-immune diseases and conditions in your dog that might appear to be genetic in nature. Your health warranty will be void if your puppy receives 2 or more vaccines given at once. Vaccines must be given a minimum of 2 weeks apart, this includes the leptospirosis vaccine. It should not be given as the distemper combo vaccine.

10. Oral flea and tick medications have been proven to make some dogs very ill over time (seizures, gastrointestinal issues, allergies etc). If the Dog has been given any oral flea and tick medications in their lifetime, your health warranty will be void. Topical products like Wondercide is a good alternative.

**SELLER'S STRONG RECOMMENDATIONS FOR THEIR DOG:**

- Feed them only a premium quality food (Life's Abundance or a High Quality Dog Food).
- Maintain them at a healthy weight.
- Keep annual veterinary appointments for him/her.
- Provide basic obedience training within the first year.
- Be careful about overexposure. Puppies should not be brought to a heavy dog traffic public place (i.e. pet store or dog park) until they have completed their full cycle of vaccinations due to risk of contagious illness.
- Postpone strenuous, repetitive exercise until after the puppy is over 1 year of age to avoid joint injury.

**BUYER AGREES TO:**

1. Pay the Seller an initial sum of \$3,200.
2. House their dog indoors.
3. If the buyer cannot keep puppy/dog, the buyer agrees to notify the breeder. The dog should not be sold, given, or transferred into any other custody without first notifying the breeder/seller. Should the dog be returned to Rutu, no refund will be given.
4. Never place their dog in a shelter, pound or similar facilities, or research laboratory.
6. Spay or Neuter their dog by 18 months of age and send documentation to Rutu.
7. Not allow their dog to be bred or collected.

THE BUYER AGREES TO SPAY OR NEUTER THEIR PUPPY BY 12 MONTHS OF AGE and provide documentation of proof of spay/neuter to seller. **Buyer's Initials:** \_\_\_\_\_  
Breeder requires the puppy to be spayed or neutered (vasectomy or an ovary sparing spay is acceptable) by 18 months of age at new owner's expense. Owner agrees to provide Seller with proof of the spay/neuter within 10 days of the surgery. The proof must be a paper copy from a certified Veterinary Hospital showing the pet's description, breed & Microchip number. Failure to honor the spayed/neutered and non-breeding conditions of this contract can result in the Breeder reclaiming the dog without compensation to the Buyer and/or a \$10,300.00 Breeding Dog Fee will be paid to Seller by Buyer as well as a \$2000 per puppy fee for every puppy born as a result of this dog breeding. This amount is based on the average breeding dog fee of \$13,500.00 minus the puppy price of \$3,200.00 already paid. If necessary, legal action will be taken to collect damages and Buyer will be responsible for all legal fees.

Should any part of the Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion will not invalidate the remaining portions and they shall remain in full force and effect. The parties agree that all actions or proceedings that may arise in connection with this Agreement shall be handled exclusively in the County of Ionia, State of Michigan. Before initiating any court action, the Parties agree to make a good-faith effort to resolve any disputes arising out of or relating to this Agreement through mediation. Rutu Australian Labradoodles is willing to participate in mediation with the Buyer prior to pursuing litigation, unless immediate court intervention is required. Only if mediation fails to resolve the dispute may either Party proceed with legal action as described above. The Parties acknowledge and agree that they will not intentionally make any disparaging, libelous, slanderous or defamatory statements directly or indirectly in any form against the other Party and that they shall instruct each representative whom they have hired to gather facts involved in this settlement not to make any such statements.

I have read and agree to the terms and conditions above. Both parties agree that this writing represents the entire agreement between them and that no other representations either oral or written have been made regarding the puppy described above. The parties agree that no changes in the contract shall be binding upon either of them without written modifications signed by both parties. This contract is only valid if the breeder is still actively breeding Australian Labradoodles. If Rutu Australian Labradoodles should conclude breeding the above listed breed of dogs, this contract is null and void.

Buyer Name: \_\_\_\_\_

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

\_\_\_\_\_

Purchaser Signature

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

Seller Information:

Kennedy Mead  
Phone: (616) 433-5338  
rutudoodles@gmail.com  
www.rutudoodles.com

Signature:

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