



Tallai Australian Labradoodles

www.tallai-australian-labradoodles.com

Sale of a Companion Puppy Agreement

THIS AGREEMENT is made on the **[DATE]** day of **[MONTH] [YEAR]**.
BETWEEN the following persons;

[BREEDERS FULL NAME, ADDRESS, CONTACT NUMBERS]

Hereinafter referred to as the BREEDER

AND

[BUYERS FULL NAME, ADDRESS, CONTACT NUMBERS]

Hereinafter referred to as the BUYER

CONCERNING

Name of Puppy – **[NAME]** Color – **[COLOUR]** Sex – **[SEX]**
From the litter whelped **[DOB OF LITTER]** out of **[NAME OF SIRE]** and **[NAME OF BITCH]**
Herein referred to as the PUPPY

IN CONSIDERATION OF \$[AMOUNT] the BREEDER hereby agrees to sell and the BUYER hereby agrees to purchase a desexed companion puppy from the litter described above.

WHEREBY both the BREEDER and BUYER agree to the terms and conditions as set out hereafter

The BUYER HEREBY COVENANTS AND AGREES with the BREEDER that the BUYER will at all times during the continuance of this agreement

- (a) Be responsible for the provision of adequate accommodation, socialisation, feeding, upkeep, care, grooming and veterinary expenses of the PUPPY together with any medicines required as well as registering and keeping current such registration in accordance with the law of the jurisdiction in which the PUPPY resides.
- (b) The BUYER agrees that he/she is not acting as an agent in the purchase of this puppy and that the BUYER shall not knowingly sell this puppy/dog to any agent or representative thereof, who sells or consigns to a pet store, kennel or individual who retails dogs.
- (c) The BUYER acknowledges receipt of the PUPPY described above and agrees they will make no charges of any nature against the BREEDER, furthermore the BUYER hereby releases the BREEDER from any liability and responsibility for any illness, disease, accident, injury to or death of the PUPPY or any damage or loss arising therefrom, howsoever caused or arising, on the part of the BREEDER, its servants or agents, other than the provisions for life threatening genetic diseases or illness contained further on in this agreement.

- (d) The BUYER further agrees to notify the BREEDER of any problems associated with the PUPPY so that informed decisions may be made when determining future planned matings.

The BREEDER HEREBY COVENANTS AND AGREES with the BUYER that the BREEDER will at all times during the continuance of this agreement

- (a) Provide any information or help to find information in regard to the health & wellbeing of the said PUPPY if the BUYER enquires
- (b) That the PUPPY is in good health and has received appropriate medical inoculations, worming and care. The BREEDER will provide the BUYER 'Puppy Care Notes and Information' detailing treatment the PUPPY has received under the BREEDER'S care, and any future care the BREEDER feels is essential to the PUPPY'S well being.
- (c) Register the said PUPPY with the Labradoodle Association of Australia & provide the BUYER with such registration as soon as practicable thereafter.
- (d) Assist the BUYER in re-homing the PUPPY should they BUYER no longer able to care for the PUPPY or take the PUPPY back and re-home the PUPPY under a separate agreement.

IT IS HEREBY MUTUALLY AGREED AND DECLARED by the BREEDER and the BUYER as follows;

- a) That this agreement may not be assigned or transferred by either party to a third person.
- b) The BREEDER warrants that the PUPPY is in good health at the time the BUYER assumes ownership. The BUYER may within 2 working days of receipt of the PUPPY, have the PUPPY examined by a licensed veterinarian. If as a result of this examination, the veterinarian determines that the PUPPY is not in good health then the BUYER shall either elect to retain the PUPPY or upon receipt by the BREEDER within 7 days of a statutory declaration from the veterinarian stating that the PUPPY was in ill health when examined and outlining details of same, return the PUPPY to the BREEDER. The BREEDER shall be obligated to refund the purchase price within 30 days. All expenses incurred by the BUYER such as but not limited to; veterinarian expenses, costs related to returning the PUPPY to the BREEDER and set up expenses in preparing to have the PUPPY in their home shall remain the responsibility of the BUYER. Any further obligations under this agreement shall then be agreed to be null and void.
- c) The BREEDER warrants that the PUPPY is the progeny of animals x-rayed and certified clear of hip dysplasia, elbow dysplasia, and at the time of testing clear of PRA. If the said PUPPY develops the above genetic illnesses within 2 years from the date of birth of the PUPPY, then the BUYER may provide to the BREEDER at the BUYERS expense two veterinarians reports in conjunction with a statutory declaration from the two veterinarian's whereby one of the veterinarian's is of the BUYERS choice and the other to be from a veterinarian of the BREEDERS choice. (The BREEDER may elect to waive the requirement of a second veterinarians report if so desired).

Such reports & statutory declarations shall include a supporting PennHip report detailing that in the veterinarians opinion the Hip or Elbow Dysplasia is genetic and not environmentally caused or detailing PRA results, in either case the report should show that the genetic illness is life threatening. Upon receipt of such by the BREEDER then the BUYER may elect to retain the PUPPY and the BREEDER is obligated within 30 days from receipt of the reports to refund to the BUYER 50% of the purchase price, or the BUYER may elect at the BUYER'S expense to deliver the said PUPPY to the BREEDER at their address as stated on this agreement or such other place as the BREEDER shall appoint but at no greater expense, at which time the BREEDER will arrange for euthanasia of the PUPPY and provide the BUYER with a replacement puppy as soon as such a puppy is

available to the BREEDER or refund the purchase price at the BREEDERS absolute discretion. Whichever option the BUYER elects all expenses incurred by the BUYER such as but not limited to; veterinarian expenses, costs related to returning the PUPPY to the BREEDER and set up expenses in preparing to have the PUPPY in their home shall remain the responsibility of the BUYER., any further obligations under this agreement shall then be agreed to be null and void.

- d) The BUYER agrees to allow the BREEDER the right to use photographs of the PUPPY for advertising purposes and as a reference source for planning future litters.
- e) Should the BUYER choose to break any of the above portions of this agreement, then this agreement will be considered null and void.

The undersigned agree to uphold all covenants of this agreement. (See *Note below)

Signed _____ Dated _____
BREEDER

Signed _____ Dated _____
WITNESS

Full Name & Address of WITNESS _____

AND

Signed _____ Dated _____
BUYER

Signed _____ Dated _____
WITNESS

Full Name & Address of WITNESS _____

***NOTE:** Witnesses must be 18 years of age or older and not be a party to this agreement.