

Middle Branch Poodles - Sales Contract

Middle Branch Poodles



Dr. Loree Guthrie - Breeder

5483 Route 447

Canadensis, PA 18325

(570) 994-8481

Email: loreeguthrie@gmail.com

Sales Agreement

At the time of sale, the Dog is not known to have any health problems; the Breeder cannot be responsible for conditions that occur after the Dog leaves the Breeder's control. As a Breeder I am NOT responsible for issues with bite or teeth, temperament problems, accidental death, biting or other situations that may be caused by the new environment and care. Initial Dog socialization will be done by the Breeder, but it is THE BUYER'S responsibility to CONTINUE that education and further develop desired behavioral traits. The Dog is sold as a pet, not for breeding. The Dog has received appropriate vaccines and care to date, as reflected in the records provided to the Buyer, and receipt of same is acknowledged by the Buyer. The Breeder does not guarantee against internal/external parasites.

Within 72 hours of purchase, the Buyer must have the Dog examined by a licensed veterinarian. If the Dog is not examined within this time frame, guarantee is null and void. If during the exam the Dog is found to have a serious health problem that existed prior to purchase, the Buyer may return the Dog to the Breeder immediately after said exam, with the veterinarian's written certification as to the health problem. Communication from your vet, including any testing, must be sent to my vet, Dr. Pat McCabe at the Canadensis Vet Clinic (570) 595-9081. In that case, the Breeder will provide the Buyer with another Standard Poodle of equal value as soon as one is available.

While it is impossible to guarantee what genetic conditions may be latent in a Dog, the Breeder strives to breed Dogs that are healthy and free of genetic problems. The Breeder cannot guarantee adult size or color. If the Dog should die before the age of 2 from a proven genetic condition, the Breeder will give the Buyer a Dog from the next available litter at no charge, upon receipt of the AKC registration, heartworm preventative and vaccination history of the deceased Dog and proof from a qualified veterinarian of the genetic cause of death. The Breeder DOES NOT guarantee against coccidia, giardia, worms or other parasites in Dogs; commonly brought on by stress and new environments. The Dog is guaranteed for one year against eye retina displacement, thyroid, and heart disease. A 2-year guarantee for passable OFA hip results, NOT joint problems caused by overfeeding, not maintaining proper weight, over exercising, and other factors that would be out of the Breeder's control when in the developmental stages.

The Dog is sold intact and shall not be bred or mated, on purpose or by accident. The Breeder recommends that the Dog not be spayed/neutered before 12 months of age.

The Buyer will limit the exposure of the Dog to other dogs and high traffic areas (such as Dog parks, public streets, pet stores, etc.) until the Dog is at least 16 weeks old and has been given its last or third vaccination, whichever occurs later.

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The Dog will live as a member of the Buyer's family and shall be allowed to enjoy time with the family as well as proper time to exercise outdoors. The Dog may be placed in an appropriate outdoor yard (fence with available water and shelter), when the hours and weather are appropriate, but shall not be neglected, left out, or kenneled outside on a 24-hour basis.

The Buyer will provide regular vet care, including, but not limited to: ensuring the Dog receives all its puppy shots if not given by the Breeder (which depends on the age of the Dog when it leaves the Breeder's care), annual exams, inoculations (titers are preferred). The Dog shall not become infested with fleas and ticks. Prevention is up to the Buyer using the method that works best for them. Heartworm prevention should not be given at the same time flea medication is given. It is recommended by the Breeder that 2 weeks separate these 2 preventives. The Dog will be properly licensed as per the rules of the Buyer's municipality.

The Breeder never reimburses any vet fee or expenses of any kind.

The Breeder strongly recommends that the Buyer completes at least one (1) obedience class with the Dog and provides proper socialization opportunities for the Dog. Poodles are very smart and if you don't train them they will train you. This is a great experience with your Dog to accustom them to riding in a car, walking on a leash, and being around strange people and Dogs.

The Dog can be returned to the Breeder at any time; no reason is required. If the Buyer is ever unable or unwilling to keep the Dog, the Buyer should immediately surrender it to the Breeder. If the Buyer ever believes the Dog should be euthanized due to temperament or health, then (except for a true emergency where time does not permit), the Buyer will contact the Breeder, and if the Breeder prefers, the Buyer will return the Dog rather than euthanize. No refund will be made except as specifically set forth in this Agreement or as otherwise expressly agreed to in writing by the Breeder. Should the Buyer breach or violate any portion of this Agreement, the Buyer agrees to immediately surrender the Dog to the Breeder and sign over the Dogs AKC and/or UKC to the Breeder, the Buyer shall be liable to the Breeder for liquidated damages in a sum of no less than twice the sales price of the Dog and in addition shall be liable for the Breeder's attorney's fees and legal costs incurred in attempting to enforce this Agreement.

The Breeder neither makes nor implies any warranties or guarantees, express or implied, other than those written in this Agreement including, without limitation, the warranties of merchantability fitness. This document constitutes the entire Agreement between the Breeder and Buyer with respect to this sale. The Buyer's signature below indicates that they have read, understood, and agreed to all the conditions of this Agreement and Contract of Sale.

This Agreement constitutes the entire Agreement between the parties. This Agreement is made under the Laws of Pennsylvania and any disputes arising out of this Agreement shall be heard in the courts of Pennsylvania. Rights under this Agreement are not transferable to any other person. Any changes or amendments must be made in writing signed by both the Breeder and the Buyer. A photocopy of this Agreement shall be acceptable as the original.

I AGREE TO THESE TERMS: (circle YES) Yes

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Name of Buyer: _____ Date: _____

Signature of Buyer: _____ Date: _____

Address of Buyer: _____

Email of Buyer: _____

Phone # of Buyer: _____

Loree Guthrie, Breeder: _____ Date: _____

Signature of Breeder: _____ Date: _____

THIS CONTRACT MUST BE SIGNED AND RETURNED TO MIDDLE BRANCH POODLES
WITH ANY DEPOSIT

DATE: _____ Description of Dog: M F Color: _____

Whelping date: _____ Parents: _____ AKC litter registration: _____

PRICE: _____ per puppy DEPOSIT (NONREFUNDABLE): _____

Method of Payment: ___ Cash ___ Bank Check ___ PayPal

PLEASE NOTE: Dogs are NOT sold with breeding rights.

DEPOSITS are absolutely NON-REFUNDABLE, but I allow deposits to be moved to any other available puppy for a period of 6 months. To indicate you understand the deposit is NON-REFUNDABLE - ABSOLUTELY NO EXCEPTIONS circle: YES