

LoEll's Standard Poodles

BY PURCHASING OR SENDING PAYMENT TOWARDS YOUR PUPPY,  
YOU AGREE TO THE TERMS OF THIS CONTRACT. READ  
THOROUGHLY

This contract is entered into between LoEll's Standard Poodles By Aubrey Abbott- Hawkins and Ella Jarvis Hawkins (hereinafter "SELLER") and the client (hereinafter "BUYER").

The buyer and seller agree to the following provisions of sale:

Puppy is in good health, free of known contagious diseases and has had vaccinations and deworming required for its age at the time of this agreement.

Seller will have the puppy physically examined by a licensed veterinarian between 7-9 weeks of age. As a preventative, all puppies are treated for ear mites, worms, coccidiosis, and giardia each day for 5-7 days before going to their new home. It is generally recognized that intestinal parasites (worms, coccidia, giardia etc) are common in puppies and are a part of a puppies early development but we take every effort to prevent parasites. Often, however, the stress of change and travel can cause parasites to emerge. Buyer agrees to continue parasite testing and treatment (if necessary) with their veterinarian. Breeder is not responsible for mites, pneumonia, mange, heatstroke, ringworm, conjunctivitis, fleas, ticks, and ear infections once the puppy has left Breeder's hands. Buyer is responsible for keeping their puppy away from contaminated areas, out of the heat, and cold drafty places. Buyers are responsible for maintaining a low stress environment after receiving their new puppy to avoid stress induced diarrhea. Provide a quiet space for the first 5 days for puppy to adjust to new faces, sounds and smells. DO NOT let multiple people handle your puppy or take puppy to visit friends, family etc until the vaccination series is completed. No dog parks, doggie day care, pet stores etc until vaccination series is completed. Just because puppies have had their first two sets of vaccination does not guarantee immunity. This guarantee does not include viral illnesses (parvo, distemper, adenovirus, etc), infections, improper bites, entropion, hernias, undescended testicles, hypoglycemia, or parasites such as giardia or coccidiosis. Coccidia is very common and can be stress induced. It also does not include any illness

due to the ingestion of foreign objects, food, chemicals, accidents, or physical injury. Please keep in mind these things cannot be guaranteed and things such as umbilical hernias do occur often from moms pulling on cords. Buyer agrees to make an appointment with a licensed veterinarian for an exam before picking up the puppy. (It is buyer's responsibility to complete the appointment within the 72 hour of acquiring the puppy.) Buyer **MUST** provide seller with a written statement, by mail or email, from a licensed veterinarian stating the exact condition of puppy within 5 days of the completed appointment. Failure to do so voids guarantee. If puppy is not examined by a licensed veterinarian within 72 hours of the sale and pick up ANY guarantee will be null and void.

The seller is not responsible for any veterinarian costs after the puppy leaves the seller's care. If a puppy is found to have an issue by our veterinarian, that information will be disclosed before purchase.

Also, the seller offers a replacement puppy as the health guarantee, **not a money back guarantee**. Hip and elbow dysplasia is not covered due to the fact we cannot control said dogs environment or diet. If a life threatening genetic illness should arise within 12 months, options are as follows:

1. Return original puppy/dog for replacement puppy of sellers choice
2. Keep original puppy/dog plus payment to seller of \$700 keepers fee with a replacement puppy of sellers choice Original puppy must be spayed/neutered with proof of procedure sent to our attending vet within 2 days after surgery is performed before receiving replacement puppy.

\*Replacement puppy will be of same breed and sex. Color is not guaranteed.\* All expenses associated with returned or replacement puppy/dog is the responsibility of the buyer.

Buyer agrees to have puppy microchipped within 14 days of receiving the puppy and microchip number sent to the seller. Failure to do so voids ALL guarantee.

Seller has the right to a second opinion by a licensed veterinarian, of sellers choice, to evaluate puppy/dogs condition before honoring guarantee.

In the event of death within 12 months, an autopsy must be performed, (at owners expense), by a licensed veterinarian to determine the exact cause

of death. The report from the autopsy must be sent to our attending veterinarian for review. If death is ruled to be a genetic condition puppy/dog will be replaced from the next available litter of sellers choice.

We make no guarantee on any adult dogs. (dogs 12 months or older) Adults are sold as is. Dogs not bred by LoElls Standard Poodles are sold as-is, no guarantee.

We as breeders want to share and show off past puppies; please be aware that LoEll's Standard Poodles has the right to post pictures of the puppy/dog on our website/Facebook page at anytime.

Buyer agrees that puppy/dog will live with buyer at all times. Buyer certifies by agreeing to this contract by purchase, puppy/dog will have exercise, nutritious food, and necessary health care. This includes scheduled vaccinations, heartworm protection, and all general health precautions from a licensed veterinarian. Buyer also certifies that by agreeing to this contract, he/she is not acting as an agent. Also, that buyer will not sell or give puppy/dog to a pet store, rescue, kennel, or medical research facility. If buyer changes their mind or is unable to proceed with purchasing the puppy at any time, for any reason, buyer will lose all money paid toward the puppy. Deposits and ANY payments made are **NON-REFUNDABLE!**

Transferring the deposit is at the discretion of the breeder. If a transfer is made for any reason, there will be a \$150 transfer fee added onto the purchase price. Choice puppy must be taken/purchased in the next available litter or deposit is forfeit. Deposits must be sent via Venmo, CashApp, wire transfer, Zelle or money order. NO exceptions. If a deposit is placed on newborns and puppy on hold acquires an injury or death in breeders care, buyer will have the choice of picking from current available puppies or from the next available litter. We reserve the right to cancel a sale at any point with no financial return if we feel our puppy is going to an unsafe or unwelcoming home. In the event that you have chosen your puppy and have decided you're unable to take him or her, the deposit is forfeited to LoElls Standard Poodles. If placing a deposit on a litter that has not arrived, please understand that nothing in pregnancy is guaranteed, dams can absorb puppies, miscarry, etc. In the event of anything happening resulting in no puppies, the deposit is transferred to the next available litter, no refunds will be given. If the dam produces none of the

gender you are wanting, deposit will be transferred to the next litter, no refunds will be given. Color is not guaranteed.

Puppy will have a 1 year guarantee against life threatening genetic issues. (Life threatening means an illness or defect discovered that will cause death or permanent damage) The guarantee does not include joint problems due to excessive jumping, over exercising, over feeding, not maintaining proper weight, or ANY other factors out of the seller's control when puppy/dog is in the developmental stages. Buyer agrees to postpone strenuous, repetitive exercise. Puppy will receive appropriate exercise. Puppy/Dog must be fed a high quality large breed food with first ingredient being protein ie Beef, Chicken, Fish, Lamb etc. not corn or grain based. **Seller never reimburses vet fees or expenses of any kind.** (This guarantee does not cover ANY problems that are not genetically based.)

Seller cannot guarantee adult size, coat type, color, temperament, or any other physical attributes of the buyer's new puppy. We do not guarantee show quality or the ability to breed, no matter status on papers (i.e full or limited) All puppies are sold as companion pets unless otherwise discussed by seller and buyer. Buyer will sign a separate spay/neuter contract.

Puppies/Dog must NOT be fixed before 12 months of age to ensure proper growth. AKC limited papers will be held by breeder until proof of alteration has been received and papers may be given to buyer at the breeders discretion. Full registration is available when agreed on by seller and purchaser. Buyer is to provide proof to seller, via mail or email of spay/neuter within 7 days after the procedure is complete. IF spay/neuter is done before 12 months, guarantee is null and void. If you plan to breed or show, we require our kennel name "LoElls" at the beginning or end of the registration name.

Buyer bears all costs relating to the sale of above animal including transportation. The risk of loss or injury to the above-described animal is on the Buyer at all times after the dog leaves the Breeder.

This contract is non-transferable, this includes replacement puppies. Replacement puppies are as-is.

This guarantee is not negotiable. You as the buyer know and accept these terms at time of purchase. Guarantee will not change after agreement. We

do understand a bond is formed between owner and dog however the guarantee must be followed to serve its purpose.

Please understand we are breeders, not god. We can only prevent so much medically that is available through science. Illness can happen in any breed, any age (just like humans) and that is why a guarantee is made. We have tested our adults for what is available to test for and even then some illnesses are not fully understood and can still occur. So, should there be a dispute, try to remember that.

In the event the buyer is unable to keep puppy/dog for any reason, buyer agrees to contact breeder immediately, the puppy will either be returned with no financial reimbursement to LoElls Standard Poodles or breeder will help find a suitable home. Dog must be accompanied by AKC registration papers (if given) and all vaccination records when being returned to breeder. We want to know where our puppies are at all times. Buyer agrees that puppy(s)/Dog(s) will never be surrendered to a shelter or rescue.

Puppies/dogs that are found to be neglected or abused are to be returned to us immediately at no financial reimbursement and buyers local authorities will be contacted.

Failure to follow ANY of these provisions will result in contract being null and void.

Remaining balances are due 1 week prior to pick-up or shipping. Shipping arrangements will not be made until puppy is paid in full. We offer 2 days of free boarding after 8 weeks old, after that date, a boarding fee of \$25.00 a day will be issued unless buyer/seller have made verbal or written arrangements. Remaining balances will be paid through money orders, cash, or Zelle. We have the right to keep puppy after 8 weeks if we feel the puppy needs more time to develop, owner will not be charged a boarding fee if the breeder decides the puppy needs to stay longer. If deposits and remaining balances are made through Venmo it must be friends and family only with "no buyer protection." **NO CHARGE BACK ON VENMO/CASHAPP OF ANY KIND! NO DISPUTES ARE SETTLED THROUGH PAYPAL.** If a dispute is opened via the method of payment used, there will be immediate suit in a court of law for amount of said puppy plus all attorney and court costs.

Puppies must be picked up at 8 weeks old unless other transportation has been scheduled.

\*Socialization will be done by seller, but is buyer's responsibility to continue to do so after purchase. Obedience and socialization for desired behavior is buyer's responsibility.

By purchasing your puppy(s) you the buyer agree that you have read, understand, and accept the terms of this contract. Again, just by sending money towards your puppy(s) you agree to any and all terms of this contract. No signature needed

Any dispute taken to social media (Facebook, Twitter, Snapchat, Instagram, etc) either by the buyer or ANY third party will void this guarantee and begin immediate lawsuit for slander/libel. Fines plus attorney fee/court fee will be paid by buyer and puppy/dog will be returned to LoEll's Standard Poodles at no financial reimbursement. All disputes taken to court of law will be addressed in Christian County Missouri. Social media is not a legal court system and should not be used as such. Any third party involvement voids this guarantee. Please come to me to resolve any disputes as we strive to have the best possible relationships with our puppies' new family. I understand that if a dispute should arise, all settlements will be made in the venue of Christian County MO.

Buyer:

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

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

Phone #: \_\_\_\_\_ E-mail \_\_\_\_\_

Signature of

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

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

Description of dog:

Name:

Litter:

M F:

Color:

Whelping Date:

Parents:

PRICE:

Deposit: \*non-refundable\* \$500

Date Received:

Balance Due:

Deposits and purchases are non-refundable.

