

JL Mini Goldendoodles
Lindsay Wharry (330)506-6188
12640 New Buffalo Road, North Lima, Ohio 44452
JLMINIGOLDENDOODLES@GMAIL.COM

PET SALE AGREEMENT

This Agreement is by and between _____, ("Buyer") and Lindsay Wharry d/b/a JL Mini Goldendoodles ("Seller").

1. Buyer shall pay a **\$300 non-refundable deposit ("Hold Deposit")** to Seller to hold a specific puppy ("Puppy") from the litter of Wharry's Allie (Dam) ("Litter") with a birth date of November 19, 2020.
2. The Hold Deposit shall be applied towards the purchase price of Puppy of _____ and 00/100 (\$_____.00).
3. The balance of the purchase price of \$_____ for puppy shall be paid no later than eight weeks and 3 days after Litter is born. Payment shall be made via Venmo or Zelle at least three days before Puppy leaves Seller's possession, or by cash at the time Puppy is picked up. **No checks, credit cards or money orders accepted for final payment.**
4. Arrangements must be made for delivery/pick-up of Puppy at least one week prior to the placement date. Puppies will be ready at eight weeks of age. In the event Buyer needs Seller to hold Buyer's puppy beyond eight weeks and 3 days of age, Buyer must notify Seller at the time of placing the Hold Deposit. Further, Buyer shall pay Seller \$15 per day that Puppy must be held. Seller reserves the right to refuse holding any puppy beyond 8 weeks and 3 days. In the event Seller cannot or refuses to retain Puppy beyond eight weeks and 3 days, Seller shall advise Buyer prior to Buyer placing the Hold Deposit.
5. In the event Buyer requires Puppy to be shipped or delivered, Seller, at Seller's option, may assist with arrangements, however, Seller does not assume any liability or responsibility once Puppy leaves Seller's home. Regardless of the level of assistance in making arrangements, Buyer shall contract with carrier or delivery nanny directly.
6. Puppy shall be vet checked; have age appropriate shots/vaccinations as determined by Seller and Seller's veterinarian; be treated for deworming.
7. Seller guarantees Puppy to be of sound health and temperament at the time of sale. A health record of all vaccinations and worming shall be provided. Buyer shall take Puppy to a licensed veterinarian of Buyer's choice within 72 hours of leaving Seller's possession for a physical examination. Should Puppy be determined to be in ill health, the cause of which is clearly attributable to Seller, the Puppy and signed written diagnosis from a licensed veterinarian must be returned to Seller at Buyer's expense within 72 hours for a full refund of the purchase price.
8. Seller provides a health guarantee until Puppy is 24 months of age against hip dysplasia (mild, moderate, severe) that would require surgical intervention as confirmed by an OFA report; and any genetic diseases that can be tested by DNA for the Poodle or Golden Retriever at the time of sale. Under these circumstances, Buyer **MUST** contact Seller within three (3) days of any diagnosis or health concerns. Buyer shall be in constant contact with Seller throughout treatment of Puppy. Buyer must provide to Seller veterinarian records including, but not limited to, tests and results while treatment/diagnostics are being done. In the event Buyer fails to notify Seller of the Puppy's diagnosis or health concerns within three (3) days of diagnosis, the health guarantee shall be voided. Upon verification of diagnosis by Seller's veterinarian and/or a DNA Genetic Lab and after a determination that the Puppy would be unable to live a quality of life as a companion, Buyer may return the Puppy for a full refund of the purchase price, or retain the Puppy and half the purchase price will be refunded to the Buyer.

9. Seller makes no guarantees, warranties or representations regarding the size, color, coat type, shedding or hypo-allergenic nature of the Puppy.
10. Buyer shall provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care for Puppy. This includes: keeping Puppy parasite free; up to date with vaccinations; and proper nutrition, including a good quality premium diet given at regular intervals and fresh water available at all times. Buyer promises to provide a safe environment for Puppy and never allow the Puppy to roam freely without proper fencing or supervision. Buyer agrees to contact Seller immediately with any questions or concerns that arise about the dog, such as diet, health, housing and training, behavior, and temperament. Training classes are recommended and encouraged for a happy relationship between Puppy and Buyer/Buyer's family.
11. Buyer agrees to keep Seller informed and updated on any medical issues or treatments so that Seller can provide for the health of future generations of puppies from the Sire and/or Dam.
12. If at any time Buyer is unable or unwilling to retain possession of Puppy, Buyer shall give Seller the right of first refusal in taking Puppy back and resuming full ownership and locate a new home for Puppy. **NO REFUNDS WILL BE PROVIDED** and Puppy shall be returned with any and all health records. Seller reserves the right to approve/prohibit any transfer of Puppy to a third party. Under no circumstances shall Puppy be sold, leased, traded, or given away to or used by any pet shop, research laboratory, animal shelter, auction and or similar facility.
13. Seller can at any time return a deposit or refuse the sale of a puppy for any reason Seller determines, in Seller's sole discretion, would be in the best interest for all parties and the puppy.
14. A faxed, copied or digital signature shall have the same full force and effect as an original.
15. This document represents the full agreement of the parties. Buyer and Seller have not relied upon any representations not in this agreement.
16. This agreement shall be interpreted under the laws of the State of Ohio. Should any legal action be necessary, said legal action shall be filed in the appropriate court in Mahoning County, Ohio. In the event that any legal action is taken to enforce any provision of this contract, said legal action shall be brought in the appropriate court located in Mahoning County, Ohio.

Buyer's Signature: _____ Date: _____

Address _____

Phone _____ Email _____

Seller's Signature: _____ Date: _____

Lindsay Wharry