

O'Brien Labrador Retrievers

Dog Health Guarantee, Purchase Agreement, and Spay/Neuter Contract

1-year Health Guarantee:

The seller guarantees that the Puppy/Dog being sold to you is in good health (minus potential intestinal parasites) and has received age-appropriate immunizations, deworming, and microchipping. The Puppy/Dog being sold to you leaves the Seller's possession with a good bill of health.

1. The Seller provides a health warranty against any inherited life-threatening diseases until the Puppy/Dog turns twelve (12) months of age.
2. The 1-year health guarantee does NOT include viral illnesses, infections, improper bites, stress-related illnesses, hernias, hypoglycemia, parasites, cancer, or endocrine disorders.
3. The 1-year health guarantee does not include any illness due to ingestion of foreign objects, food, chemicals, or physical injury.
4. The buyer shall have the Puppy/Dog examined by a licensed veterinarian within 72 hours of taking possession.
 - If the Puppy/Dog is found to be in poor health, the Buyer has the option to return the puppy to the Seller, at the Buyer's cost, for a full refund or has the option to obtain a replacement puppy from the seller of equal or lesser value from the next available litter (the wait may be as long as 6-12 months. Gender and color is not guaranteed).
 - The Buyer must contact the seller within seven (7) business days of diagnosis and will provide a written statement from a licensed veterinarian clearly stating the defect or illness.

Please note that the seller has the right to request a second opinion from a veterinarian and/or veterinary specialist of the seller's choice.

5. The 1-year health warranty will become null and void if a licensed veterinarian suspects that an injury, poor health management/diet, or mistreatment of the dog is the cause or contribute to the animal's condition.

If the Puppy/Dog is not taken to a licensed veterinarian within three (3) business days of taking possession from the Seller, the health warranty is void.

Buyer's Responsibilities:

The buyer agrees to pay O'Brien Labrador Retrievers a total sum of \$__3,000.00__. This fee does not include shipping. If shipping is required, the buyer agrees to pay for the full cost of shipping the Puppy/Dog, which includes a travel crate and a health certificate.

- The risk of loss or injury to the above animal is on the buyers at all times after the Puppy/Dog leaves the Seller's possession.

The Buyer agrees to provide the best possible care for the Puppy/Dog for the duration of his or her life. This includes but is not limited to:

1. Providing your Puppy/Dog with appropriate housing. The Dog is not to dwell outside or be tied up.
2. Feeding only premium quality, complete food intended for dogs. We recommend Nutro (Natural Choice Dog Food).
3. Maintaining their Puppy/Dog at a healthy weight.
4. Having their Puppy/Dog seen by a licensed veterinarian annually for a wellness exam.
5. The buyer shall spay/neuter the dog between 18-24 months of age.
6. Taking their Puppy/Dog to a licensed veterinarian if he or she gets sick or injured under any means.
7. Keeping all immunizations current.
8. Administering heart worm preventative medication (if living in an area of concern).
9. Registering your Puppy/Dog's microchip with your correct contact information.

The Buyer agrees to have the dog spayed/neutered between 18-24 months of age and is to provide the Seller with proof of the spay/neuter certificate within seven (7) days of the procedure being done.

Please email the spay/neuter certificate to: obrienlabradorretrievers@gmail.com

It is understood at the time of sale that the Puppy/Dog is **NOT** to be used for breeding under any circumstances. The Puppy/Dog is a representation of its breed and it is structurally and temperamentally suited for a companion and/or working dog only. It is being sold as a pet **without** breeding rights.

If these conditions are not met by the Buyer:

1. The health warranty provided by the Seller will become null and void.
2. If the Seller does not receive proof of a spay/neuter certificate within the time stated in this contract the Buyer shall be liable and will owe the Seller the sum of \$5,000 USD.
3. If the Seller does not receive proof of a spay/neuter certificate within the stated time in this contract and the Buyer decides to go against O'Brien Labrador Retrievers Contract and

breeds the Puppy/Dog being sold to them the Buyer shall be liable to the sum of \$10,000 USD for every puppy that is produced from the Dog stated in this Agreement.

4. The Seller has the right to take further legal action.

The buyer will be liable for any and all attorney fees, court filing, service fees, and any other fee that is related to the enforcement of the spay/neuter clause.

Please initial where needed:

The Buyer agrees to contact the Seller immediately if the buyer determines they are unable to keep their Puppy/Dog for any reason.

_____ The Buyer agrees to **NEVER** resale or rehomes the contracted animal under any circumstances.

_____ The Buyer agrees to **NEVER** under any circumstances place this Puppy/Dog in a rescue group, in a shelter, pound, or similar facility or research laboratory.

If the Buyer goes against O'Brien Labrador Retrievers Contract and decides to rehome/resale the Puppy/Dog in this agreement legal action will be taken.

The Buyer will be liable for any and all attorney fees, court filing, service fees, and any other fee that is related to the enforcement.

Seller's Responsibilities:

Should the Buyer meet all the above criteria and the Puppy/Dog be examined by a licensed veterinarian and be diagnosed with having a life-threatening hereditary disease before the Dog turns twelve (12) months of age, the Seller will:

1. Accept the return of the Puppy/Dog and will reimburse the Buyer the original price of the Dog, minus any shipping/handling fees.
2. Replace the Puppy/Dog with a Puppy/Dog of equal or lesser value from the next available litter (the wait may be as long as 6-12 months). Color and gender are **NOT** guaranteed.

****The Seller has the right to request a second opinion from a veterinarian and/or veterinary specialist of the seller's choice.****

If the Buyer chooses to get a replacement Puppy the Buyer is responsible for:

1. Paying shipping costs incurred for the replacement Dog
2. Paying the Seller the difference in purchase price if the Puppy or Dog chosen is of higher value than the original Dog.

3. The Seller has the right to do a DNA test on the Dog or Puppy before replacement to confirm it is one of our Puppies.

To be covered by this guarantee for the Puppy/Dog stated in this agreement the following must apply:

- The Puppy must be owned by the original owner that is named in this agreement.
- In the case of the sudden death of the Puppy or Dog, the Breeder must receive a written notice of the Puppy's death from the Buyer's veterinarian along with a necropsy report indicating the cause of death.

It is to be clearly understood, that O'Brien Labrador Retrievers does **NOT**, under any circumstances, accept responsibility for any veterinarian and/or health care expenses.

By signing this contract you agree to all of the previous terms in this contract and warranty.

Puppy Information: **Microchip #:**

Puppy Name/Collar:

Birthdate:

Gender:

Dam:

Sire:

Color:

Buyers Information:

First and Last Name(s): _____

Address: _____ City: _____ Zip: _____

Phone Number(s): _____

Email(s): _____

Signature(s): _____

Sellers Information:

First and Last Name: _____ Mya O'Brien _____

Phone Number: ____ (209) 596-1847 ____

Signature: _____

As stated in the above contract the Puppy/Dog is NOT to be resold or rehomed. You must contact the Seller/Breeder if for any reason you are no longer able to care for your pet.

Legal action will be taken if the contract is breached.