Elite Blend
Labradoodles

SALES CONTRACT

THIS AGREEMENT made _____, by and between:

“SELLER”

Name: Elite Blend Labradoodles

Address: 6905 Mariposa Cove Ct., Citrus Heights, CA 95610

Phone: (916) 871-9787 Website: www.eliteblendlabradoodles.com

“BUYER”

Name: _____

Address:_____

City:_____ State:_____

Phone:_____

Email: _____

“PUPPY”

Name: _____ D.O.B.: _____

Color: _____ Gender: _____

Microchip #: _____

Breed: Australian Labradoodle

Identifying marks (or none): _____

Original breeder: Elite Blend Labradoodles, at SELLER's address above

State of birth: California USDA identification: Not applicable

Date received by SELLER (birth date if born with SELLER):

D.O.B. _____

Litter name: _____

Sire registered name: _____

Sire registration number: _____

Dam registered name: _____

Dam registration number: _____

Litter registration number, if known: N/A

PURCHASE PRICE, RESERVATION FEE & PAYMENT TERMS

Reservation Fee: $500.00

Puppy Purchase Price: $_____

Applicable California Sales Tax: Additional

Upon payment of the $500 reservation fee and the Puppy Purchase Price specified above, plus applicable California sales tax, SELLER agrees to transfer ownership of the above-described PUPPY to BUYER upon full payment and delivery.

The $500 reservation fee is a separate charge for time, consultation, matchmaking, puppy placement planning, and preparation services. This fee is separate from, and is not credited toward, the Puppy Purchase Price.

The reservation fee is refundable in full upon BUYER's request before transfer of the PUPPY, within 10 business days, without deductions. Following transfer, any refunds or remedies shall be governed by applicable California law and the terms of this Agreement.

BUYER agrees to pay applicable California sales tax reimbursement calculated on the combined amount of the $500 reservation fee and the Puppy Purchase Price, except to the extent an exemption or different treatment applies under California law.

Any shipping or delivery charges shall be separately stated and agreed upon before delivery and shall be subject to applicable law.

SELLER conveys PUPPY subject to this Agreement and applicable California law. The health guarantees, warranties, and remedies applicable to this sale are set forth in the Health Guarantee, Warranty & Buyer Obligations section of this Agreement. Nothing in this Agreement limits or waives any rights or remedies that cannot legally be waived.

Buyer’s Initials Here:_____

TERMS OF SALE:

1. Our goal is to produce a companion dog. BUYER, and/or any subsequent owners have NO breeding rights.

2. It is the BUYER'S sole responsibility to ensure PUPPY is de-sexed by no later than 12 months of age. Buyer must provide proof of de-sexing to Seller by no later than 13 months of age. The proof must be from a certified veterinary Hospital, showing the pet's description, breed & Microchip number.

3. Failure to provide proof does not waive BUYER's nonwaivable statutory health rights.

4. Failure to honor the spay/neuter conditions of this contract or breed this dog will result in liquidated damages as specified below and can result in the SELLER reclaiming the dog without compensation to the BUYER.

5. Liquidated Damages: Both BUYER and SELLER agree that the damages resulting from breach of 'TERMS OF SALE' paragraph 1 (breeding the dog), and/or breach of 'TERMS OF SALE' paragraph 2 (failure to de-sex) of this contract would be difficult to ascertain. As a result, BUYER AND SELLER agree to the following damages as reasonable for the following breaches of contract:

A. If BUYER does not provide proof of Spay/Neuter in accordance with TERMS OF SALE paragraph 2, BUYER shall pay SELLER $20,000.00.

Buyer's Initials Here:_____

B. If BUYER breeds this dog, or his/her actions cause this dog to produce puppies, even if BUYER is no longer the owner, BUYER will be in breach of this contract and agrees to pay SELLER $20,000.00 or $3,500.00 for every puppy produced (whichever is greater), and immediately return this dog to SELLER.

Buyer's Initials Here:_____

SELLER shall not recover duplicative compensation for the same loss. Any net economic value SELLER receives from recovery or re-placement of the dog shall be credited to the extent it compensates the same loss, without counting that value twice.

6. After delivery, BUYER is responsible for routine care, veterinary expenses and household suitability, except for SELLER's obligations under this Agreement or applicable law. All sales are final except for the reservation-fee refund provision and remedies required by applicable law. No additional voluntary refunds are offered for lifestyle changes, training challenges, allergies, landlord or housing issues, or general incompatibility.

7. The Buyer agrees that the PUPPY will be given adequate and proper protection from the weather and other animals, adequate housing, will be sufficiently fed, and will not be neglected or mistreated in any manner. The Buyer also agrees that the PUPPY shall receive regular veterinary care throughout its lifetime and that all vaccines will be maintained.

8. If there is any dispute about or involving the Elite Blend Labradoodles, BUYER agrees that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of Sacramento.

9. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this Contract.

Buyer's Initials Here:_____

HEALTH GUARANTEE, WARRANTY & BUYER OBLIGATIONS

1. Elite Blend Labradoodles stands behind the health of its puppies and provides the health protections, warranties, and remedies required under applicable California law, including California Health and Safety Code Sections 122045–122110, where applicable.

This Health Guarantee and Warranty incorporates the protections provided by California law. No additional voluntary warranties, guarantees, or remedies are provided beyond those expressly stated in this Agreement or required by applicable law. The separate Buyer Rights Notice states the statutory remedies and procedures; this Agreement does not replace that notice.

2. Qualifying claims. Section 122070 covers qualifying illness arising within 15 days after possession from illness or disease present on or before delivery, and qualifying congenital or hereditary conditions identified by a California-licensed veterinarian within one year after possession. BUYER may elect the applicable statutory remedy, including return/refund, equivalent replacement when available, or retaining the dog with veterinary reimbursement. Statutory reimbursement limits and death remedies apply; no additional contractual payment or replacement is promised.

3. Claim procedures. BUYER must substantially comply with applicable statutory notice, veterinary-documentation, itemized-bill and return requirements. SELLER retains the right to contest claims and request an examination as permitted by law, at SELLER's expense when required. Payment deadlines and dispute procedures are those prescribed by law.

4. Care and examination. BUYER agrees to arrange a licensed veterinary examination within 72 hours of pickup and provide appropriate ongoing care. The examination requirement does not shorten statutory claim periods or eliminate nonwaivable rights.

5. Scope of responsibility. Except as required by applicable law or expressly stated elsewhere in this Agreement, SELLER does not cover post-delivery expenses or losses, including those caused by accident, abuse, poisoning, trauma or household incompatibility. Conditions such as parasites, hernias or bite abnormalities are evaluated under applicable law rather than a blanket contractual exclusion. Known conditions and medical history must be disclosed as required by law.

BUYER's Initials: _____

BUYER'S OBLIGATIONS

The Buyer agrees to provide the following for the **ENTIRE LIFE OF THE DOG**:

*Daily food, water, and care requirements

*Regular veterinary care (including but not limited to spayed/neutered, vaccinations, and microchip)

*Dog is being sold as a PET only, so the dog must be a part of your FAMILY

*Dog must be kept safe while in your home and/or outside of your premise

*Basic training and daily exercise program

*Although this is a commitment for the life of the pet, in the unlikely and unfortunate event that circumstances change so that you are unable to keep your dog, please contact Elite Blend prior to surrendering.

PUPPY ORIGIN AND HEALTH DISCLOSURE AT SALE

Disclosure/sale date: _____

The puppy identification and source information above and the following attached records constitute the disclosure under California Health and Safety Code sections 122050 and 122226.

Records supplied, complete through sale and identifying this puppy:

[X] Vaccination/deworming record with administration dates and vaccine/treatment types.

[X] Veterinary examination report. Examination date: _____ Pages:

[ ] All other veterinary treatment/medication records while with SELLER. Pages: _____

[X] No additional veterinary treatments or medications beyond the attached records.

Select the accurate health statement at the time of sale:

[ ] The dog has no known disease or illness. The dog has no known congenital or hereditary condition that adversely affects its health at the time of sale or is likely to adversely affect its health in the future.

[ ] Known disease, illness or congenital/hereditary condition disclosed:

_____

[ ] Buyer acknowledges receipt of vet report via email. BUYER's Initials: _____

Additional hard copy of vet report is provided in go home folder. Relevant findings and treatment are included in the attached records. When required by section 122050(a)(6)(B), an attached statement signed by a California-licensed veterinarian authorizes sale, recommends necessary treatment, if any, and verifies that the condition does not require and is not likely to require hospitalization or nonelective surgery. That statement is valid for seven days following examination. The statutory

exception for intestinal or external parasites applies only when they do not make and are not likely to make the dog clinically ill.

At the time of sale, by signing below, SELLER certifies the accuracy of this disclosure and that the source information is complete and true to the best of SELLER's knowledge. SELLER has orally disclosed the required medical information. BUYER acknowledges receipt of this completed disclosure and all identified attachments. This acknowledgment does not waive statutory rights.

Signature of SELLER: _____ date_____

Signature of BUYER: _____date _____

Elite Blend Labradoodles

DOG PEDIGREE REGISTRATION DISCLOSURE

California Health and Safety Code section 122310

Disclosure by Elite Blend Labradoodles

Description of dog: _____

Additional identification / microchip: _____

The dog you are purchasing is registered/registerable [circle one] with the Australian Labradoodle Association of America (ALAA).

Registration means only that Australian Labradoodle Association of America (ALAA) maintains information regarding the parentage and identity of this dog, it does not guarantee the quality or health of this dog, and it does not guarantee quality lineage. Since dog pedigree registries depend in large part on the honesty and accuracy of persons registering dogs, registration does not guarantee the accuracy of the lineage recorded nor that this dog is purebred.

Acknowledged:

Retail purchaser signature: _____ Date: _____

Retail purchaser printed name: _____

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A STATEMENT OF CALIFORNIA LAW GOVERNING THE SALE OF DOGS

California Health and Safety Code section 122100

The sale of dogs is subject to consumer protection regulation. In the event that a California licensed veterinarian states in writing that your dog is unfit for purchase because it became ill due to an illness or disease that existed within 15 days following delivery to you, or within one year in the case of congenital or hereditary condition, you may choose one of the following:

(1) Return your dog and receive a refund of the purchase price, plus sales tax, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.

(2) Return your dog and receive a dog of your choice of equivalent value, providing a replacement dog is available, and receive reimbursement for reasonable veterinarian fees up to the cost of the dog, plus sales tax.

(3) Keep the dog and receive reimbursement for reasonable veterinarian fees up to 150 percent of the original purchase price of the dog plus sales tax on the original purchase price of the dog.

In the event your dog dies, you may receive a refund for the purchase price of the dog, plus sales tax, or a replacement dog of your choice, of equivalent value, and reimbursement for reasonable veterinary fees for the diagnosis and treatment of the dog, if a veterinarian, licensed in this state, states in writing that the dog has died due to an illness or disease that existed within 15 days after the purchaser obtained physical possession of the dog after the sale by a dog breeder, or states that the dog has died due to a congenital or hereditary condition that was diagnosed by the veterinarian within one year after the purchaser obtained physical possession of the dog after the sale by a dog breeder.

These fees may not exceed the purchase price of the dog, plus sales tax.

In order to exercise these rights, you must notify the dog breeder as quickly as possible but no later than five days after learning from your veterinarian that a problem exists. You must tell the dog breeder about the problem and give the dog breeder the name and telephone number of the veterinarian providing the diagnosis.

If you are making a claim, you must also present to the dog breeder a written veterinary statement, in a form prescribed by law, that the animal is unfit for purchase and an itemized statement of all veterinary fees related to the claim. This information must be presented to the dog breeder no later than five days after you have received the written statement from the veterinarian.

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CALIFORNIA BUYER RIGHTS NOTICE - CONTINUED

In the event that the dog breeder wishes to contest the statement or the veterinarian's bill, the dog breeder may request that you produce the dog for examination by a licensed veterinarian of the dog breeder's choice. The dog breeder shall pay the cost of this examination.

In the event of death, the deceased dog need not be returned to the dog breeder if you submit a statement issued by a licensed veterinarian stating the cause of death.

If the parties cannot resolve the claim within 10 business days following receipt of the veterinarian statement or the examination by the dog breeder's veterinarian, whichever event occurs later, you may file an action in a court of competent jurisdiction to resolve the dispute. If a party acts in bad faith, the other party may collect reasonable attorney's fees.

If the dog breeder does not contest the matter, the dog breeder must make the refund or reimbursement no later than 10 business days after receiving the veterinary certification.

This statement is a summary of key provisions of the consumer remedies available. California law also provides safeguards to protect dog breeders from abuse. If you have questions, obtain a copy of the complete relevant statutes.

This notice shall be contained in a separate document. The written notice shall be in 10-point type. The notice shall be signed by the purchaser acknowledging that he or she has reviewed the notice. The dog breeder shall permit persons to review the written notice upon request.

NOTE: This disclosure of rights is a summary of California law. The actual statutes are contained in Article 1 (commencing with Section 122045) of Chapter 5 of Part 6 of Division 105 of the Health and Safety Code.

I acknowledge that I have reviewed this notice and received a copy.

Purchaser signature: _____ Date: _____

Purchaser printed name: _____