

Artista Poodles
Health Guarantee and Puppy Contract

Seller/Breeder: Kim Smith
DBA: Artista Poodles
176 Beebe Road
Oak Grove, LA 71263
318-547-7328
artistapoodles@gmail.com

Buyer: _____
Address: _____

Phone: _____
Email: _____

It is accepted and agreed that _____ purchase from Artista Poodles, one male/female Standard Poodle puppy, whelped _____, micro-chip# _____, for the sum of \$_____. A deposit of \$500 was received from the buyer for the puppy on ___/___/__. The remaining balance of \$_____ is due prior to the puppy leaving the seller. No cashier's or personal checks will be accepted. Payment must be for the exact amount of the balance plus any shipping costs or fees. The remaining balance for puppies picked up in person must be paid for with cash. If the total purchase price has not been received by 9 weeks of age, the puppy will be offered to other buyers and the deposit will be forfeited. If the full purchase price has been received for the puppy, and the buyer has not taken possession of the puppy by 9 weeks of age, a charge of \$10 a day will be incurred for boarding costs. Any vaccinations or vet care required beyond 9 weeks of age will also be the responsibility of the buyer. The buyer is responsible for all transportation costs including crate, airfare, etc.

Sire: Registered Name. : _____
Dam: Registered Name: _____

Sale Conditions as follows:

A. General Care

Going into a new environment can be stressful for a puppy. This alone can cause gastrointestinal upset. Buyer agrees to continue to feed the same food it was eating when it left the breeder for at least one month to help decrease digestive issues during this period of acclimation.

This dog will be fed a high quality meat based diet.

This dog will receive prompt medical care for any condition that may arise.

This dog will receive routine annual veterinary care including exam, vaccinations or titers, and heartworm prevention at a minimum per your veterinarian's recommendations.

This dog will receive regular grooming to include bathing, nail trimming, ear cleaning, and coat clipping to keep the dog comfortable and free of matted hair. Poodles generally need to be clipped at least every 4 to 8 weeks with weekly brushings in between. This can be done by yourself if you are willing to learn and purchase the necessary equipment or will need to be done by a professional.

This dog will be exercised in an adequate enclosed area, or on leash, and not allowed to roam at will. The dog is also expected to live in the home with you as a part of the family.

Breeder will be made aware by purchaser of any medical conditions this dog may acquire throughout its lifetime that may have genetic potential or are chronic in nature.

Buyer will make breeder aware in writing any change in contact information if different than on this form.

_____ Buyer Initials

B. Health Guarantee

The puppy will receive age appropriate vaccinations, regular deworming and a veterinary examination prior to going to their new home. The puppy must be vet checked within 3 days of buyer taking possession of the puppy. The breeder must be notified of any major health issues that are discovered immediately. If the puppy is not examined within this time frame ANY health

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guarantee is null and void. Breeder is NEVER responsible for any vet bills. Vet appointment must be made before taking your puppy home to avoid a delay in meeting this requirement.

Within 3 days of the buyer taking possession of the puppy, should the veterinarian find this puppy to have a serious life threatening illness or disease, (excluding parasites) the breeder will replace the puppy with another of equal value, when available or a refund will be issued to the buyer. Puppy must be returned to the breeder in the same condition as it was when it left the breeder and accompanied with documented proof of qualifying illness from a licensed veterinarian, within 7 (seven) days of purchase. The breeder is not responsible for transportation costs or vet bills. The breeder reserves the right to have a licensed veterinarian of her choice examine the puppy to verify diagnosis.

This puppy is guaranteed to the original buyer for 36 (thirty six) months from date of birth against hereditary/genetic diseases, and 24 (twenty four) months for hip dysplasia. Hip dysplasia can be caused by environmental factors as well as genetic; joints can be affected early during their time as a puppy by diet, excessive travel on stairs, slippery floor surfaces, jumping on and off furniture, running or too much exercise when too young.

The health guarantee does not guarantee against such conditions including, but not limited to an umbilical hernia, retained testicle(s), bite abnormalities or other conditions that do not affect the pet's overall quality of life as a pet. The seller will not be responsible for payment of vet bills associated with any defect of the puppy; those are the responsibility of the Buyer. Seller has option of repeating testing (at seller's expense) and having dog evaluated by seller's veterinarian. Should a qualified veterinary specialist diagnose this dog with an inherited genetic illness that greatly effects quality of life within 36 (thirty six) months, or hip dysplasia within 24 (twenty four) months, the following options are given to the purchaser:

Seller will refund 50% of the purchase price stated above if the buyer does not wish to return the dog in exchange for a replacement puppy,

OR

Buyer will return the dog to the seller (at buyer's expense) and receive a full refund of the purchase price stated above, or receive a replacement puppy of equal value when available. Buyer is responsible for any transportation costs.

If the puppy/dog dies within the guarantee time frame and genetic illness is suspected as the cause of death, a necropsy must be performed and results provided to the Seller before a refund or replacement will be made (as stated above.)

No amount of refund shall exceed the dog's original purchase price.

No refund will be given until this dog is spayed or neutered, if the dog meets the contractual age requirements for spay/neuter at the time of diagnosis.

This health guarantee does not cover any problems caused by environmental factors that can contribute to hip dysplasia (such as forced running, over exercising, allowing puppy to jump on and off furniture or other elevated surfaces, excessive use of stairs, playing on slippery surfaces), over vaccinating, failing to vaccinate, food or toxic poisoning, problems caused by flea or tick preventatives, over feeding/underfeeding or not feeding a quality diet.

Written verification by a licensed veterinarian including diagnosis and testing must accompany refund or replacement request. Complete contact information for the veterinarian must also accompany the documentation.

_____ Buyer Initials

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C. Spay/Neuter Agreement

Research shows that dogs need their hormones to properly grow and to be healthy. There are potential long term effects on the health of the dog if spayed/neutered too early. Issues from being spayed or neutered too early can include unbalanced growth, hip dysplasia, connective tissue issues, endocrine issues, tumors/sarcomas, decreased lifespan, autoimmune issues, increased humping behavior, and urinary incontinence.

Puppy should be spayed/neutered no earlier than 12 months of age and no later than 18 months. New modified ovary/gonad sparing (hormone sparing) spay/neuter procedures are now available from qualified veterinarians if you wish to spay/neuter earlier than the above stated time frame. Written proof of spay/neuter must be sent to the breeder within 60 days of the procedure. Spaying/neutering the puppy earlier than 12 months of age will void the health guarantee.

AKC registration papers will be supplied to purchaser at time of sale. This dog will be registered as "LIMITED REGISTRATION". Limited registration restricts any placement in conformation shows or breeding. It does allow any and all placements into performance events.

This dog will not be used for ANY breeding. If a litter is produced using this dog either accidentally or intentionally then the Seller reserves the right to have this dog and all offspring immediately returned to Seller. If Seller becomes aware of any offspring created by the mating of this dog, the Seller shall have recourse through the courts for damages in the amount of \$5,000 (Five thousand dollars).

This dog shall not be registered by the UKC, ACA, CKC, or any other registry under its AKC registered name or any other name for the purpose of producing or selling puppies. The seller shall have recourse as stated above.

_____Buyer Initials

D. Training

Artista Poodles feels strongly that socialization and obedience training are some of the most important things you can do to make your dog a well adjusted member of your family. Taking formal training classes in obedience, agility, rally, etc. are both fun and rewarding to the owner and dog. To encourage the buyer to attend training classes with the dog, Artista Poodles offers a \$100 rebate upon receiving adequate proof of graduation from at least an intermediate level obedience class.

_____Buyer Initials

E. What if we can't keep the dog any longer?

If at any time the Buyer listed above can no longer care for this dog, it is agreed that the buyer will return the dog to the breeder at the buyer's expense. The breeder will re-home this dog. If this dog is resold, then any profit, less the breeder's expenses, will be refunded. Breeder expenses include, but are not limited to, veterinary health check, boarding, food, advertising, travel, and training expenses. If this dog is given to a breeder-approved friend or family member, the contact information of the new owner shall be provided to Artista Poodles. Any new owner shall be required to follow the terms of this agreement. All guarantees are for the original buyer only. It is agreed that the Buyer shall not dispose of this dog to a dog dealer, pet shop, agent of either, animal shelter, or rescue group.

If the Buyer is responsible for the disposal of this dog to any organizations listed above, the seller shall have recourse through the courts for damages in our name and reputation to the amount of \$5,000.00 (Five Thousand dollars).

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Buyer will abide by all local, county, state and national regulations as to licensing, care, and responsibility of the dog.

_____ Buyer Initials

F. AKC and/or UKC Registration

The puppy's AKC registered name will represent the "kennel" name, Artista Poodles. The buyers chosen registered name will be preceded by "Artistas" or "Artista's". The apostrophe may be omitted to save a space if desired.

G. Additional Agreements:

_____ Buyer Initials _____ Seller Initials

H. The seller reserves the right to refuse to sell a puppy to anyone at anytime. If seller chooses to not sell a puppy to a buyer who has placed a deposit, the deposit will be refunded. Seller also reserves the right of first pick(s) of any or all puppies.

_____ Buyer Initials

I. The seller does not guarantee adult size, adult color, coat quality or texture, or temperament. Temperament is affected by environmental factors as well as any familial tendencies.

_____ Buyer Initials

J. Agreement to Mandatory Individual Arbitration:

PLEASE READ THIS CAREFULLY AS IT AFFECTS YOUR RIGHTS. INSTEAD OF SUING IN COURT, BUYER AND SELLER AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT SHALL BE RESOLVED ONLY BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. BUYER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, PURCHASER AND SELLER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION. THE BUYER AND SELLER FURTHER AGREE AS FOLLOWS:

This agreement to arbitrate is intended to be broadly interpreted, and includes, but is not limited to: (1) disputes and claims arising out of or relating to any aspect of the relationship between Buyer and Seller, whether based in breach of contract, breach of any guarantees or warranties, tort, statute, fraud, misrepresentation or any other legal theory; (2) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising); (3) claims that may arise after the termination of Buyer's relationship with Seller; and (4) claims that are currently the subject of purported class action litigation in which Buyer is not a member of a certified class.

Buyer and Seller hereby agree that the Federal Arbitration Act ("FAA") applies to any arbitration, and governs all questions of whether a dispute is subject to arbitration. Unless Buyer and Seller agree otherwise in writing, arbitration shall be: (i) administered by the American Arbitration Association ("AAA"), pursuant to the Consumer Arbitration Rules then in effect (the "AAA's Rules"); and (ii) conducted by a single arbitrator who is licensed to practice law. The AAA's Rules can be found at www.adr.org. 15. THIS AGREEMENT DOES NOT ALLOW CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. RATHER, BUYER AND SELLER ONLY ARE ENTITLED TO PURSUE ARBITRATION ONLY ON AN INDIVIDUAL BASIS. FURTHER, AND UNLESS

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BUYER AND SELLER AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

Buyer and Seller each are responsible for their respective costs relating to counsel, experts, and witnesses.

If Buyer or Seller fails to comply with this arbitration provision, said breaching party shall be liable for the costs and attorneys' fees incurred by the other party in enforcing compliance with the arbitration agreement.

Unless the AAA arbitrator rules otherwise, all claims or counterclaims shall be resolved by the submission of documents only / desk arbitration (see R-29 of the AAA's Rules). Any party, however, may ask for a hearing. The arbitrator also may decide that a face-to-face hearing is necessary. Any hearing, however, that is not held by telephone, shall take place in West Carroll Parish, Louisiana..

Choice of Law: The Agreement, and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of law provisions that would cause the application of the laws of any other jurisdiction.

Severability. If any provision or provisions of this Agreement is held to be illegal, invalid or unenforceable under applicable law by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

Entire Agreement. This Agreement represents the entire agreement between the Parties and no other terms or conditions shall be applicable to this sale. A deposit put on a puppy conveys that all parties, seller, and buyer, agree to the above terms and conditions.

Both Buyer and seller agree to accept all legal consequences for violation of the above stated terms as shown by their signatures given below.

BUYER

_____/_____/_____
DATE

SELLER

_____/_____/_____
DATE