

## Elevated Standard's Poodles & Goldendoodles Ferguson, N.C. 28624 | H: 336-973-5044 | C: 336-902-3551 | C: 336-902-1208

Elevated Standard's puppies are lovingly raised and handled by our entire family. Our children take part in caring for and raising our puppies from the moments they are born. Each puppy is well loved, adored, and socialized.

An Elevated Standard puppy costs . A nonrefundable (but transferable) \$300 deposit is required to reserve a puppy. Puppy pickup date will be pre-scheduled between when puppies are 8-10 weeks old. The remaining balance is due one week prior to pick up.

\$300 deposit may be made in the form of cash, personal check, or an approved Venmo or like exchange app.\* Puppies must be paid for in full at the time of pick up. Remainder of balance is CASH ONLY. Puppy will not be reserved until deposit is paid in full. If paying by personal check, puppy will not be reserved until check is cleared. If a legitimate issue prevents you from taking ownership of a puppy as planned, we reserve the option to allow your deposit to be transferred to a future litter.

Puppy selections are made in the order in which deposits are placed. The date of selection will be determined by the breeder.

\*All approved Venmo or like exchange app transactions will have an additional 3% fee added to the balance.

HEALTH GUARANTEE AND NON-BREEDING CONTRACT FOR Elevated Standards. The following conditions apply to the sale of the puppy listed below:

1.	Description of dog: The puppy sold pursuant to the terms of this agreement is as follows:		
	Type of Puppy:		
2.	Sex: M / F		
3.	D.O.B:	_	
	Color:	_	
	Mom:	_	
	Dad:	_	
	Delivery Date = DOB+8 weeks or TBD:		

## **Buyer's Representations and Warranties**

- 1. Initial Health Assessment. Buyer agrees to have a licensed veterinarian perform an initial Health Assessment of the puppy within 3 days of transfer of the puppy, at buyer's sole cost. If the licensed veterinarian determines during the initial health assessment that the puppy suffers from life-threatening conditions or is otherwise unfit for sale, buyer must notify seller and provide seller the contact information for the licensed veterinarian who made the determination and all records relating to the determination within 48 hours of the determination. Buyer understands and agrees that failure to comply with this provision voids any health guarantee provided under this Agreement or otherwise.
- 2. Spay/Neuter Requirement. Buyer understands and agrees that the dog shall be used solely as a companion pet and shall not be used for breeding. Buyer further agrees to have a licensed veterinarian spay or neuter the dog by the age of 12 months unless breeding agreement is in place. Buyer understands and agrees that failure to comply with this provision voids any health guarantee provided under this agreement.
- 3. Fit Home for Dog. Buyer agrees that the dog shall permanently reside with the buyer as a companion pet. Buyer further agrees to provide the dog with a safe and fit home, a continuous water supply, nutritious food, and necessary veterinary care, including deworming, heartworm prevention, and regular vaccinations. Buyer further understands that seller strongly opposes the placement of its dog in shelters, with dog dealers, or in unfit homes. Accordingly, if buyer later becomes unable to provide the dog with a suitable home and adequate care, buyer agrees to immediately return the dog to seller for consignment sale and re-homing. Buyer may recommend a particular home for seller's consideration for rehoming; however, any such home will be subject to seller's express approval.
- 4. Terms of Seller's Health Guarantee. Initial Health Guarantee. If during the initial health assessment, as described in agreement, a licensed veterinarian determines the dog suffers from a genetically inherited disease, and upon seller's timely receipt of notice, as described in agreement, buyer may elect to (i) exchange the dog for another dog bred by seller when it becomes available, (ii) return the dog to seller and accept a refund of the purchase price, or (iii) keep the dog. If buyer elects to exchange or return the dog to seller, buyer agrees to immediately coordinate with seller to make such arrangements and that any shipping costs for delivery of the replacement dog shall be the sole responsibility of buyer. If buyer chooses to keep the dog, no replacement or refund will be given, all medical costs and treatment shall be the sole responsibility of the buyer, and any health guarantee provided under this agreement or otherwise shall be rendered void.

## 24-Month Health Guarantee

1. If it s determined by two licensed veterinarians within the first 24 months after birth that the dog suffers from a genetically inherited disease that was not identified during the initial health assessment, buyer must notify seller and provide seller the contact information for

- the two licensed veterinarians who made the determinations and all records relating to their determinations within 48 hours of their determinations.
- 2. If the two licensed veterinarians determine that the genetically inherited disease impairs the dog's quality of life and fitness as a companion pet, buyer may elect to (i) exchange the dog for another dog bred by seller with it becomes available, (ii) return the dog to seller and accept a refund of the purchase price.

Limitations of All Health Guarantees. In addition to the limitations set forth above, any and all guarantees relating to the health of the dog shall be subject to the following limitations:

- 1. Any health guarantee provided under this agreement is non-transferrable and shall not extend to any party beyond the buyer.
- 2. Any health guarantee provided under this agreement or otherwise shell be rendered void if surgical treatment is performed on the dog without prior notice to seller.
- 3. Seller's guarantees do NOT apply with regard to the dogs weight, temperament, bite, descended testicles, digestive conditions common among the breed, or ear infections common among the breed; problems arising from allergies, housing policies, marital problems, general incompatibility; problems arising from the failure to provide routine preventative health care, vaccines, parasite and flea control, or dental care; problems arising from trauma or abuse of the dog or failure to provide adequate housing, kenneling, training, or exercise to the dog; and any other problems not related to a genetically inherited disease.
- 4. Buyer expressly understands and agrees that all remedies described herein shall be buyer's sole and exclusive remedies with respect to the seller's health guarantees. Seller will not issue any refunds to the seller's health guarantees. Seller will not issue any refunds and shall not otherwise be responsibly liable for any problems with the dog that are not covered by the seller's health guarantees described herein.

## I HAVE READ AND UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS:

Buyer:			
Dated:	/		
Seller:			
Dated:		/	