



Contract & Health Limited Warranty

This agreement is between (Seller) Jacqueline Gordy dba **Barksdale Labradoodles, L.L.C.** and:
 (Buyer) _____

It is agreed between Seller and Buyer as follows:

1. DESCRIPTION OF DOG

The Dog sold pursuant to the terms of this agreement is as follows: Sex: __, Whelped: _____,
 Sired by _____ out of _____

Microchip # _____ ID# _____ (“Dog”)

*Barksdale requires a signed Spay/Neuter Contract before delivery to buyer (except for the sale of breeding Labradoodles or Labradoodles that have been fixed by Seller). Failure to comply with the Spay/Neuter Contract will void this H&W Contract and allow Seller to take further action to enforce Seller’s rights to protect its breeding rights. While the Barksdale Litter is Registered with the ALAA, the ALAA Puppy Registration will not be released to Buyer until a certificate of spay/neuter by a licensed Veterinarian is issued.

2. CONDITIONS OF SALE

Seller guarantees that at the time of delivery, the Dog is in good health. Should the Dog be found to be in poor health of a serious nature, Seller will provide Buyer with a replacement Dog from another litter after the Dog is returned to Seller at Buyers expense or a full refund of the purchase price of the Dog. Shipping and other related fees will not be refunded.

The following conditions apply to the sale of the Dog:

- A. A wellness guarantee is provided by Seller to Buyer (“Guarantee”). Buyer has five (5) days from the date of delivery of the Dog to have the Dog examined by a licensed Veterinarian. Any request to return the Dog to the Seller for a full refund is conditional upon such examination being completed within this time period and such refund may only be requested should the Dog prove to be sick upon delivery to Buyer. Proof of examination must be provided to the Seller. As proof of examination, this Agreement must be signed and dated by a licensed Veterinarian upon completion of the examination, which examination must be completed by no later than _____. Any claim under this Guarantee must be submitted to Seller immediately upon completion of the examination. Failure to comply with the requirements of this Paragraph 2A shall void this Guarantee and the Seller shall have no further obligations under this Paragraph 2A.
- B. A warranty against all serious life altering genetic diseases is provided for two years after the date of birth of the Dog (“Warranty”). Should a confirmed genetic disease be discovered by a licensed Veterinarian before the Dog’s second birthday that will greatly shorten the life of, or greatly alter the Dog’s, quality of life:

A) If Buyer elects to keep the Dog, Seller will, at Seller’s sole option, either:

1. Reimburse Buyer the approved veterinary costs up to ½ the original purchase price of the Dog.
2. Provide the Buyer an additional puppy for \$1,300.00 less than the price for such puppy, from an agreed upon Barksdale litter with an availability.

If the Dog is returned to the Seller by the Buyer, Seller will replace the Dog with a puppy from an agreed upon Barksdale litter with an availability. This will be done at no charge other than shipping. An approved Independent veterinary examination and review from a licensed Veterinarian must be provided to the Seller documenting the genetic health issue. Reimbursement of veterinary fees will only occur upon receipt by Seller of a full medical report and evidence that Buyer paid any claimed charges. Reimbursement will only be for expenses directly related to the treatment of the genetic disease or condition. Seller will not be responsible for any disease or condition caused by or the results of environmental conditions or negligence.

- C. Temperament & Training: Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc.). Buyer assumes all responsibilities for appropriate training to teach acceptable behaviors and is responsible for proper socialization of the puppy. Buyer agrees to start providing obedience training within 8 weeks of taking delivery of the Dog and to continue with such training as long as necessary to establish a good foundation for the Dog. **Seller does not claim to be an animal behaviorist or a professional trainer and shall have no liability or obligations associated with the Dog's temperament or training.**
- D. Buyer agrees to give Seller an exclusive first right of refusal to have the Dog returned to Seller, or allow Seller to re-home the Dog should it become necessary at any point during the Dog's life. Seller will pay Buyer ½ the purchase price once the Dog is returned to Seller at the Buyer's expense. The Seller also has the option to negotiate a price for the Buyer with the new family where the Dog is to be re-homed.
- E. Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential, incidental or special damages resulting from or in any manner related to the Dog.
- F. Upon execution of this contract all veterinary care and its associated costs are to be the sole and exclusive responsibility of the Buyer.

3. MAINTENANCE

Buyer agrees to maintain the Dog in good health, provide routine preventative care including, but not limited to, inoculation, treatment against internal and external parasites, and preventative medication. Veterinary records must be provided to Seller if Buyer requests a refund or replacement. Buyer further agrees to observe proper nutritional standards (such as Life's Abundance Dog Food). **Failure to comply with the requirements in this Paragraph 3 shall void both the Guarantee and the Warranty provided under Paragraph 2.**

4. FULL AND FINAL AGREEMENT

The parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the Dog.

Buyer has read the conditions and terms of this Contract and Health Warranty. By signing below, Buyer understands and agrees to all the terms & conditions of this Contract and indicates Buyer's agreement by Buyer's signature below. Additionally, Buyer acknowledges that Buyer has received information to their satisfaction on the Dog as well as detailed information on health conditions & care of the breed by Seller and Buyer is entering into this Contract as an informed and mutually agreed purchaser/participant. It is agreed that this sale is taking place under the laws of the state of Mississippi. It is agreed that this Contract will be interpreted pursuant to the laws of the state of Mississippi. The parties each consent to personal and subject matter jurisdiction being held by the courts of Mississippi and that this has been discussed by and agreed to by both Buyer and Seller. All legal fees and court costs necessary to enforce this consent will be the obligation of the Buyer, including all those incurred by the Seller. Should any part of the Contract be found to be illegal or invalid or unenforceable in a court of law in the state of Mississippi, the entirety of this contract is to remain valid and enforceable.

Print Name of Primary Buyer

Print Name of Barksdale Representative

Address of Buyer (Street)

Email

Buyer's Phone

Buyer Signature at Delivery

Seller Signature at Delivery

Date

Date