

Lakeshore Doodles

Health Guarantee

This agreement is between the Seller: Lakeshore Doodles and [Client.FirstName] [Client.LastName] ("Buyer") and covers only the dog listed in the purchase paperwork attached hereto. This contract is non-transferable and becomes null and void if the Buyer relinquishes ownership of the dog for any reason. Buyer agrees to contact Lakeshore Doodles if at any time they can no longer keep their Lakeshore Doodle puppy/dog. We will assist you if needed in locating a loving family. **Initial**_____

Buyer agrees and understands that it is necessary to protect the puppy from contagious diseases especially until the entire series of 4 vaccines has been given. The puppy should not come in contact with other puppies and should not be taken places where other puppies have been until they are fully protected by additional vaccines. At eight weeks of age, YOUR PUPPY HAS HAD ONLY ONE VACCINE, AS THIS IS THE PROPER VACCINE PROTOCOL FOR HIS/HER AGE – AND IS NOT FULLY PROTECTED AGAINST DEADLY CONTAGIOUS DISEASES LIKE PARVO VIRUS AND DISTEMPER (in addition to others). Protection also needs to be given at your veterinarian's office as people do take sick animals there and this could also be a potential risk to your new puppy. At Lakeshore Doodles we do our best to rid your puppy of parasites. However, it is possible for the puppy to have a negative stool sample at our vets, and then become infected due to the stress of moving to a new home. We highly recommend that you ask your vet do a routine stool sample check at each visit. We do not guarantee against parasites, viral or bacterial diseases unless covered under the NYS Law. **Initial**_____

Our guarantee is broken down into two parts. The first is as written according to the New York State Puppy Law, entitled "The Sale of Dog and Cats". You can read the law in its entirety on the next two pages. This guarantee is for the first 14 business days that you own the puppy and for 180 days for congenital malformation that adversely affects the dog's health. The second part of our guarantee can be found after the NYS law.

The NY law stipulates that you should take your puppy to the vet within 14 days of the purchase - but we highly recommend that you take the puppy within the first 2 days if at all possible. Your vet needs to see the puppy in the condition that it was in when you first picked it up because some illnesses can develop due to the stress of the move and it is very important for the vet to have a good "Baseline" to begin with right from the beginning. We have already taken your puppy to our veterinarian before sending it home as well.

We do not guarantee against accidental death, environmental based problems, non-genetic issues, parasites of any kind, theft or loss of dog due to anything other than what is listed in this contract or within the NYS "Sale of Dogs and Cats". We do not guarantee size, trainability, temperament, personality, color, coat type etc. We will always do our best to help you choose the best puppy for your family – but we cannot guarantee the final outcome as we have no control over how your dog has been handled after leaving our care. **Initial**_____

TWO YEAR HEALTH GUARANTEE

Lakeshore Doodles will guarantee your puppy until it reaches two years of age against crippling hip or elbow dysplasia, and genetic eye or heart conditions if they are life threatening if NuVet Plus is given. Crippling hip or elbow dysplasia diagnosis must be made by either OFA or Pennhip and the x-rays must be taken while the dog is under anesthesia and must be done when the dog is 24 months of age but not after 26 months of age. The other genetic disorders listed above must be diagnosed with the proper testing from a specialist in that specific field. For example: a genetic eye disorder must be diagnosed by a board-certified canine ophthalmologist or a genetic heart issue must be determined with the proper testing by a board certified canine cardiologist. Test results and copies of testing must be given to buyer within 2 days of the diagnosis. Also, under no circumstances shall the seller be liable for any consequential incidental or special damages resulting from or in any manner related to the dog. This warranty does not include and is not limited to: allergy or shedding issues, temperament or size issues, seizures, viral or bacterial illnesses, infections, improper bites, ear infections, hernias, hypoglycemia, Giardia, Coccidiosis or parasites of any kind. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, physical injury or issues whose cause is unknown or may have an environmental link. Upon execution of this contract all veterinary care and its associated costs are the sole and exclusive responsibility of the buyer except as written in the NYS Law.

If the above requirements have been met, Lakeshore Doodles will offer a replacement puppy of equal value when one becomes available. Diagnosis must be given on veterinarian letterhead and a second opinion may be requested by Lakeshore Doodles at the expense of the Buyer. In the rare instance that the dog dies within this two-year period an autopsy must be done and an exact cause of death issued. Only issues proven to be 100% genetic will be covered under this guarantee. We will not refund any veterinarian fees for testing or treatment. The replacement puppy will be chosen after those buyers who already have deposits down on the litter - have picked theirs. If the buyer wants a puppy from a litter of greater value, the buyer will pay the difference in price between the two puppies. The buyer is solely responsible for all travel expenses to get the replacement puppy to their home. The puppy that is being replaced **may stay in the possession of the buyer** – but all previous and future medical expenses or treatments are the sole responsibility of the buyer. Buyer agrees that he/she understands this contract fully, and that this contract is under the jurisdiction of the State of New York, in the county of Orleans. In the event of any litigation in connection with this Guarantee, The Seller will be paid reasonable attorney fees by the Buyer. This contract is valid only for original purchaser and puppy, it is not transferable.

SPAY/NEUTER AGREEMENT: This puppy is being sold with a Spay/Neuter Agreement and it must be spayed or neutered by 6 months of age. Proof of neutering must be forwarded to Lakeshore Doodles by the time the puppy is 8 months of age. Failure to have this puppy spayed or neutered by 6 months of age and/or failure to forward proof of spaying or neutering by 8 months of age will void this 2-year health guarantee. No breeding rights have been given –

breeding of this puppy/dog is not allowed. Buyer may remove the dog from the owner if it has been bred without breeding rights or financial compensation will be paid 5x the original purchase price of the puppy to the seller.

I have read this entire contract and agree to abide by all it contains:

Buyer _____ Date: _____

ADDENDUM TO HEALTH GUARANTEE

If the requirements have been met, per the terms of this guarantee to receive a replacement puppy from Lakeshore Doodles, it is expressly understood that the puppy replacement will be of comparable breeding only. Lakeshore Doodles is NOT required to replace a puppy of a similar training level.

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THE SALE OF DOGS AND CATS NOTICE

Article 35-D of the General Business Law, hereinafter referred to as “the Law”, sets forth certain rights which arise when a consumer purchases a dog or a cat from a pet dealer. Pursuant to the Law the Commissioner of Agriculture and Markets has promulgated regulations which require a pet dealer to provide certain information to a consumer in writing upon the sale of an animal. Such information shall include a description, including the breed of the animal, the date of purchase, the name, address and telephone number of the consumer and the pet dealer and the amount of the purchase. The pet dealer shall certify such information by signing and dating the document in which it is contained. Additionally, every pet dealer who sells an animal required to be vaccinated against rabies, to a consumer shall provide the consumer at point of sale with a written notice summarizing rabies immunization requirements.

The Law further provides that if, within fourteen business days following the sale of an animal subject to this article or receipt of the written notice required by section seven hundred fifty-four of this article, whichever occurred last, a veterinarian of the consumer's choosing, licensed by a state certifies such animal to be unfit for purchase due to illness or the presence of symptoms of a contagious or infectious disease, or if, within one hundred eighty calendar days following such sale or receipt, whichever occurred last, a licensed veterinarian certifies such animal to be unfit for purchase due to a congenital malformation which adversely affects the health of the animal, the pet dealer shall afford the consumer the right to choose one of the following options:

- ◆ The right to return the animal and receive a refund of the purchase price including sales tax and reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase; or
- ◆ The right to return the animal and to receive an exchange animal of the consumer's choice of equivalent value and reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase; or
- ◆ The right to retain the animal and to receive reimbursement from a pet dealer for veterinary services from a licensed veterinarian of the consumer's choosing, for the purpose of curing or attempting to cure the animal. The reasonable value of reimbursable services rendered to cure or attempting to cure the animal shall not exceed the purchase price of the animal. The value of such services is reasonable if comparable to the value of similar services rendered by other licensed veterinarians in proximity to treating veterinarians. Such reimbursement shall not include the costs of initial veterinary examination, fees and diagnostic fees not directly related to the veterinarian's certification that the animal is unfit for purchase.

The law requires that any refund and/or reimbursement required shall be made by a pet dealer not later than ten business days following receipt of a signed veterinary certificate as herein required. Such certification shall be presented to the pet dealer not later than three business days following receipt thereof by the consumer.

The Commissioner of Agriculture and Markets has prescribed a form for the certification that an animal is unfit for purchase which shall be provided to a consumer by an examining veterinarian upon the examination of a dog or cat subject to the Law. That form includes information which identifies the type of animal, the owner, the date and diagnosis of the animal, the treatment recommended, if any, and an estimate of the actual cost of such treatment. Such form also includes this notice.

The Law provides that a veterinary finding of intestinal parasites shall not be grounds for declaring the dog or cat unfit for sale unless the animal is clinically ill due to such condition. An animal may not be found unfit for sale on account of an injury sustained or illness contracted subsequent to the consumer taking possession thereof.

The Law provides that if a pet dealer wishes to contest a demand for a refund, exchange or reimbursement made by a consumer such dealer shall have the right to require the consumer to produce the animal for examination by a licensed veterinarian designated by such dealer. Upon examination if the consumer and the dealer are unable to reach an agreement which constitutes one of the options set forth in the Law within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such refund, exchange and/or reimbursement. Nothing in § 753 of the General Business Law, however, in any way limits the rights or remedies which are otherwise available to consumers under any other law.

For the purposes of the Law, “consumer” means an individual purchasing a dog or a cat from a pet dealer. A pet dealer shall not be considered a consumer. “Pet dealer” means any person, firm, partnership, corporation or other association which in the ordinary course of business engages in the sale or offers for sale more than nine dogs or cats per year for profit to the public. Such definition includes breeders of animals who sell or offer to sell animals directly to a consumer but does not include duly incorporated humane societies dedicated to the care of unwanted animals which make such animals available for adoption whether or not a fee for such adoption is charged.