**Bernedoodle Health Warranty and Purchase Agreement**

This contract is between **Cloud Nine Doodles** (Hereafter "Seller")

and (Hereafter “Buyer”)

and is entered into on this date: .

Puppy’s First Name: Puppy’s Forever Name

Date of Birth: Gender: \_ Color: Markings:

Microchip #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire:

Dam:

Delivery Date:\_ \_\_ Purchase Price: $ Deposit: $300

**Seller's Responsibility:**

1. The Seller guarantees the puppy is in good health, is up-to-date on immunizations appropriate for the puppy’s age and has been dewormed, at the time the Buyer takes possession. The Buyer has **three business days** to take the puppy to a veterinarian of the buyer’s choice for an examination. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at Buyer’s cost, for a full refund, other than shipping costs, or keeping the puppy, and the Seller will reimburse for all veterinary costs, up to the purchase price, related to treatment of any preexisting condition. The Buyer will provide a written statement from a licensed Veterinarian clearly stating defect or illness. **If the puppy is not taken to a licensed Veterinarian within the three business days, the Healthy Warranty is void.**
2. The Seller provides this Health Warranty for two years after the date of birth against any life threatening genetic defects. **If NuVet Plus vitamins are given to the puppy from the date of delivery, the health warranty will be extended until the puppy is three years of age.** Proof of vitamin purchase must be supplied. In the event the puppy exhibits symptoms of a life threatening genetic defect, the Buyer must supply any requested veterinary records to the Seller within seven days of informing the Seller of the defect. In the case of Hip Dysplasia, the Buyer must provide documentation from OFA. In the case of cataracts or PRA the Buyer must provide documentation from a veterinary ophthalmologist.
3. All veterinarian costs related to testing procedural expenses and diagnoses are the owner’s responsibility. Warranty covers treatment of the life threatening genetic defect, up to the purchase price of the dog. The Seller has the right to require a second opinion from a Veterinarian of the seller’s choice at the Seller’s expense. If the puppy is euthanized or in any way disposed of, without a second opinion from the Seller’s Veterinarian, the Buyer waives all rights to a replacement puppy or any financial payment as compensation.
4. This warranty does not include Viral Illnesses, Infections, Improper Bites, Entropion, Distichiasis, Hernias, Hypoglycemia, Giardia or Coccidiosis, Cancers, Allergies, Mild Skin Conditions, Diabetes, Grade 1 or 2 Heart Murmurs or an occasional seizure. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, medication, or physical injury. It does not cover a parasite infestation (Fleas, Ticks, or Worms) due to Human Neglect. The life threatening genetic defects warranty does not cover temperament of the dog.
5. If it is determined the puppy does have a life threatening genetic defect, deadly form of cancer or any illness that would cause the dog’s life to be shortened under the age of three, and is identified within two years of birth, the Seller will determine whether the Buyer can either receive a replacement puppy from the next available litter or reimbursement, up to the purchase price of the puppy, of all veterinary treatment costs related to the illness. All veterinarian costs related to testing procedural expenses and diagnoses are the buyer’s responsibility. Warranty covers treatment of the life threatening genetic defect, up to the purchases price of the dog. Shipping fees will not be refunded, and if it becomes necessary to ship a replacement puppy, those fees are to be paid by the Buyer.
6. If the puppy should die from a life threatening genetic defect within the 24 months of its date of birth, an autopsy must be performed at the Buyer’s expense, by a licensed Veterinarian acceptable to the Seller’s own Veterinarian. If the autopsy shows a genetic defect as the reason of the death, the Seller will provide another puppy of equal value to the Buyer. A written statement from the Veterinarian must be provided. This warranty is void in the event of an indeterminable or inconclusive diagnosis.
7. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
8. This warranty is non-transferable.

**Buyer's Responsibility:**

1. The Buyer agrees to pay the full cost of the puppy in USD when the puppy is one week of age. This fee does not include shipping, if shipping is required.
2. The Buyer bears all costs relating to the sale of the above animal, including transportation and duty and importation fees. The risk of loss or injury to the above animal is on the Buyer at all times after the dog leaves the care of the Seller. The shipping cost will be incurred fully by the buyer and will be determined based on the flight nanny company that the buyer uses. Shipping costs will be paid by the buyer directly to the shipping company.
3. The Buyer agrees that their Bernedoodle will be housed indoors.
4. The Buyer agrees to feed their Bernedoodle only a premium quality food. Cloud Nine Doodles feeds Earthborn Grain-free Puppy Vantage - along with a raw diet and lots of supplemented high-proteins such as kefir, yogurt, cottage cheese, raw egg, pumpkin, NuVet Vitamins, ect. Buyer will be supplied with a starter of kefir and instructions on how to grow and feed this amazing probiotic which helps keep the digestive system on track, skin and ears healthy from infections, and a plethora of other health benefits.
5. The Buyer agrees to keep their Bernedoodle at a healthy weight.
6. The Buyer agrees to make and keep annual veterinary appointments for their Bernedoodle, keep all immunizations current according to the guidelines of the Canadian Veterinary Medical Association or the American Veterinary Medical Association, or use titer testing to measure the existence and levels of antibodies to disease in blood, and properly administer heartworm preventative medication.
7. The Buyer has been provided with information regarding the potential risks of vaccinations:
   1. Health Issues that are the result of vaccinations including, but not limited to, sarcomas, tumors, autoimmune disorders, Thyroid diseases, allergies and seizures, and occur after an administered vaccine will not be covered under the life threatening genetic defect portion of this warranty.
   2. Buyer agrees not to allow a vaccine if their Bernedoodle’s system is under duress from other physical health issues including, but not limited to parasites of the intestinal system, injury or illness.
   3. Buyer agrees not to have the rabies vaccine administered at the same time as any other vaccine, but to allow a minimum of one week from the last vaccine date before having a rabies vaccine administered to their Bernedoodle. Rabies should be administered at 5-6 months.
8. The Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, biting, barking, peeing in the house, jumping, etc). Buyer is responsible for appropriate training of the puppy to correctly teach acceptable behaviors, and is responsible for proper socialization of their Bernedoodle.
   1. The Buyer agrees to provide obedience training to their Bernedoodle no later than 16 weeks of age, and continue with training as long as necessary to establish a solid foundation for a well socialized puppy. Training is recommended through professional trainers. Cloud Nine Doodles recommends Baxter & Bella Online Puppy School, and buyers will receive a 25% lifetime membership discount using code CLOUDNINE at checkout. It is beneficial to start with this training even a few weeks before puppy comes home to get you and your home ready.
   2. Should Buyer not be successful at obedience training or training of negative behaviors independently, Buyer agrees to seek professional help from a certified trainer should it become necessary.
   3. Behaviors that develop due to lack of proper training and socialization are not the Seller’s responsibility. Seller does not claim to be an animal behaviorist or a professional trainer and recommends seeking professional help when training questions arise.
   4. The Buyer acknowledges that the temperament of the puppy is not covered under the life threatening genetic defect warranty.
9. If the Dog exhibits inappropriate aggressive behavior that is not correctable by professional intervention by the age of 12 months, Seller agrees to assist in rehoming the dog.
   1. Seller will either keep the rehoming fee and replace the dog to the Buyer, or provide any fee recouped by the rehome fee to the Buyer and not replace the dog to the Buyer. There must have been ongoing communication of the problem between buyer and seller during the 12 months to ensure every intervention method has been utilized.
   2. Professional documentation must be received from a certified behaviorist stating the nature of the Dog’s behavior and the attempted behavior modification utilized before a replacement puppy will be provided. If trainers indicate that issues are the result of improper training/raising of the dog or the direct result of the dog’s environment, Seller is not required to replace another dog to the buyer or repay any monetary value.
   3. All shipping costs are the responsibility of the buyer.
10. The Buyer agrees to postpone strenuous, repetitive exercise, until after their Bernedoodle is over one year of age. This includes, but is not limited to, running long distances on an ongoing basis, or allowing the puppy to run up and down stairs repetitively as this can cause the onset of hip dysplasia and other health problems.
11. The Buyer agrees to take the Bernedoodle to a veterinarian of the Buyer’s choice, for spaying / neutering to be performed once the dog has passed puberty and stopped growing – usually between 10 months and one year of age. The procedure **MUST NOT** be performed before one year of age; which gets the puppy beyond puberty and allows the natural hormonal systems to dictate the closure of bones, ect. If the puppy is spayed or neutered before reaching one year of age it will void the Health Warranty and the $150 reimbursement towards the cost of the spay / neuter **WILL NOT** be reimbursed. The Seller will reimburse the cost of spaying or neutering, up to $150 US funds, once proof of the procedure is submitted in writing. Nothing except the cost of spaying / neutering will be covered by the Seller, unless the puppy has a hiatal hernia which is repaired at time of spay / neuter, and $85 of this will be reimbursed. The paperwork must show the microchip number of the Bernedoodle on which the operation is performed. If the dog is not spayed or neutered by the time it reaches 1.5 years, OR if the dog is found to have been used for the purpose of breeding, the Buyer will be considered in breach of contract and will be liable to the Seller for the cost of a breeding Bernedoodle in the amount of $10,000 US funds.
12. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their Bernedoodle for any reason. In this event, the dog must be returned to the breeder, and no refund will be provided when the Dog is returned to the Seller for this reason.
13. The Buyer agrees to never place their Bernedoodle in a shelter, pound or similar facilities or any research laboratory.
14. If any portion of this agreement is not kept by the Buyer, this warranty becomes null and void.

**Buyer Information: I acknowledge I have read, understand,**

**and agree to abide by the terms wholly as outlined in this document:**

Name of Buyer 1: Email:

Name of Buyer 2: Email:

Address where puppy will reside:

Home #: \_ Cell #: Cell # 2:

**Buyer Signature**: Date:

**Buyer Signature**: Date:

**Seller Signature**: Date: