Labradoodles of the North

Whitehorse, Yukon

 (867) 689 7425

www.labradoodlesofthenorth.com

yukonergina@gmail.com

OWNER

Name:

Address:

Phone:

Email:

BREEDER-OWNER AGREEMENT

This Breeder-Owner Agreement (“Agreement”) is entered into between David and Gina Anderson - Labradoodles of the North (the “Breeder”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Owner”) on this \_\_\_\_\_\_ Day of ­­­­\_\_\_\_\_\_\_\_\_\_ \_, 2016.

The Owner has agreed to purchase, acquire, own, and raise a Labradoodles of the North puppy and the Breeder has agreed to sell one of its puppies to the Owner subject to the terms and conditions herein.

The Owner recognizes, understands and accepts that owning and caring for a puppy will require a major and ongoing commitment of time, resources, love and affection.

The Owner understands that while the life expectancy of a Labradoodle puppy is approximately 12 to 15 years, such life span is affected by many factors too numerous to list but which include but are not limited to living conditions, diet, exercise, regular and, where necessary, emergency veterinary care, exposure to other animals, and loving care and attention.

The Owner has demonstrated to the Breeder that he/she/they are committed to providing the necessary care, attention, and conditions to raise and maintain a healthy puppy.

Therefore the parties to this Agreement agree as follows:

1. PURCHASE PRICE:

The Breeder agrees to sell a puppy registered with the International Labradoodle Association as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “puppy”) , Microchip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_D.O.B. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Dam: \_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . The Puppy shall be sold to Owner as a companion pet (not for breeding purposes) for a purchase price of $2500 (the “Purchase Price”).

2. OWNER’S RESPONSIBILITIES:

The Owner agrees to:

a. Take such steps as are necessary and reasonable to learn and understand the responsibilities of owning a puppy and the behaviors and training normally associated with raising a puppy including those related, but not necessarily limited, to chewing, teething, biting, barking, whining, housebreaking, and puppy obedience training.

b. Have the Puppy examined by a licensed veterinarian within 72 hours of taking possession of the Puppy. Prior to taking possession of the Puppy, the Owner shall inform the Breeder of the name, address and telephone number of the veterinarian whom the Owner has scheduled to examine the Puppy. The Breeder may refuse to allow the Owner to take possession of the Puppy until the Breeder has received the aforesaid information. Within five (5) days of completion of the veterinarian examination of the Puppy, the Owner shall deliver to the Breeder a complete copy of the veterinarian’s written examination findings which shall include any vaccinations and medications prescribed and/or administered to the Puppy. If the Owner fails to have the Puppy examined by a licensed veterinarian or tender a complete copy of the veterinary examination of the Puppy within the required timeframe any the General Health Guarantee and Genetic Health Guarantee provided in this Agreement are void.

c. Refrain from taking the Puppy to public places where other animals may congregate or be located (e.g., parks, pet stores, kennels, groomers, shopping centers, etc.) until the Puppy has received its full round of puppy vaccinations or until such action is recommended by a competent veterinarian.

d. Undertake such steps and expend such time and resources as are necessary and reasonable to train the puppy and to become educated in the care, handling, and obedience training of the Puppy.[[1]](#footnote-1)

e. Notify Breeder of any change in the Owner’s address and contact information during the Puppy’s lifetime.

g. If the Owner is unable to or no longer chooses to care for his/her/their puppy, to return the Puppy to the Breeder at the Owner’s expense. If the Owner has provided the Puppy with age appropriate and/or minimum recommended training (puppy socialization class and beginner obedience class) and regular vet care (as determined by the Breeder in its absolute discretion), the Breeder shall refund the Owner $1250 for a puppy returned between 11 weeks and 6 month of age. If the Owner returns the Puppy after the age of 6 months, any refund shall be at the Breeder’s absolute discretion.

h. To never relinquish ownership of the Puppy to any person including a shelter.[[2]](#footnote-2) If the Owner relinquishes ownership of the Puppy to any person including a shelter, without Breeder’s knowledge and consent, the Owner shall pay Breeder $10,000 in liquidated damages to the reputation of Breeder, and all legal expenses incurred by the Breeder on a full indemnity basis for enforcing this provision.

i. To have the Puppy spayed/neutered before the Puppy reaches 7 months of age. The Owner shall provide proof of spaying/neutering of the Puppy to the Breeder no later than \_\_\_\_\_\_\_\_\_\_\_\_. If the Owner does not provide proof of spaying/neutering by deadline listed above, the Owner agrees to pay Breeder an additional sum of $10,000 as liquidated damages, and all legal expenses incurred by the Breeder on a full indemnity basis for enforcing this provision.

3. BREEDER’S RESPONSIBILITIES:

a. The Breeder represents that at the time the Owner takes possession of the Puppy, the Puppy has received all necessary vaccinations, de-worming, and veterinary care customarily required for a puppy of the age of the Puppy.

b. The Breeder shall provide the Owner with a record of vaccinations and de-worming at the time the Owner takes possession of the Puppy.

c. The Breeder represents that at the time the Owner takes possession of the Puppy, a micro-chip (which is intended to assist in recovery in the event the Puppy is lost or stolen) has been inserted into Puppy.

d. The Breeder shall provide the Owner with a copy of the Puppy’s pedigree at the time the Owner takes possession of the puppy.

e. The Breeder shall make every effort to remain available to the Owner via e-mail and/or telephone regarding the general care of the Puppy. However, nothing in this Agreement shall obligate the Breeder to directly undertake or perform any of the care, training and/or up-bringing unless the Breeder takes custody or possession of the Puppy. Should the Owner utilize the services or advice of the Breeder following taking possession of the Puppy, the Owner recognizes that in seeking such service or advice from the Breeder that the Breeder is not a licensed veterinarian and is not relying on such service or advice.

f. The Breeder agrees to make reasonable efforts to notify the Owner of any changes in Breeder’s contact information by mail at Owner’s last known address, by phone at Owner’s last known phone number and by email at Owner’s last known email address.

g. The Breeder will make reasonable efforts to choose the puppy closest to Owner preferences but the Breeder does not make any guarantees or warranties regarding any trait of the Puppy including the final height, weight, appearance, coat type, shedding and/or color of the Puppy.

4. BREEDER’S HEALTH GUARANTEES:

The following constitute the only guarantees and warranties provided by the Breeder to the Owner.

1. General Health Warranty:

1. Subject to the following, the Breeder guarantees that the Puppy is generally and reasonably healthy at the time the Owner took possession of the Puppy (“General Health Guarantee”).

2. The General Health Guarantee shall remain in effect for 72 hours from when the Owner takes possession of the Puppy. The General Health Guarantee shall automatically expire at the conclusion of the 72 hour period and, thereafter, the Breeder shall have no further obligations to the Owner under the General Health Guarantee.

3. If the veterinarian determines and provides a written opinion that the Puppy has a chronic or serious health problem or condition, the Owner may return the Puppy, at their expense, to the Breeder and the Breeder shall, in its absolute discretion, elect to either refund the Purchase Price or deliver to the Owner another puppy from the next available litter. If the Owner elects to retain custody of the Puppy he/she/they shall be deemed to have waived all rights which he/she/they have under the General Health Guarantee.

4. The General Health Guarantee is void if a veterinarian determines that the Puppy’s chronic or serious health condition was created, caused, or induced by the Owner’s abuse of the puppy, failure to either comply with Paragraph 2.a., b., or c. above, or failure to take the Puppy for care and treatment by a licensed veterinarian at the first sign of unusual behavior or illness.

b. Genetic Health Guarantee:

1. Subject to the following the Breeder guarantees that the Puppy is free of any genetic disorder (“Genetic Health Guarantee”).

2. The Genetic Health Guarantee shall remain in effect for a period of 24 months following the birth of the Puppy. The Genetic Health Guarantee shall automatically expire at the conclusion of the 24-month period and, thereafter, the Breeder shall have no further obligations to the Owner for the genetic health of the Puppy.

3. If within the time period of the Genetic Health Guarantee at least two qualified veterinarians, one of whom will be selected by Breeder, determine that the Puppy has a genetically derived life threatening or life altering disorder that is sufficiently serious as to render the PUPPY unsuitable as a companion pet or to warrant euthanasia of the PUPPY, the Breeder agrees upon provision of such reports as the Breeder reasonably requires to provide Owner with the following options:

1. To keep the Puppy. If the Owner elects to keep the Puppy, the Breeder will cover 75% of vet bills directly related to treatment of the genetic disorder to a maximum of $1500. The Breeder shall deliver such funds upon receipt of veterinary invoices. The Breeder will not cover the cost of diagnostic testing, any expenses incurred prior to diagnosis by the second veterinarian selected by Breeder, or any shipping or travel costs.
2. To relinquish the Puppy to the Breeder. If the Owner choose to relinquish ownership of the Puppy to the Breeder, the Breeder shall, in its absolute discretion, either:

i) provide a replacement puppy to the Owner as soon as such a puppy is available to the Breeder. The Owner must pay for any shipping or miscellaneous charges associated with transport of original puppy and of a replacement puppy.

ii) refund $1000 to Owner.

4. The Genetic Health Guarantee does not cover maladies that are common among any living creatures, including but not limited to: ear infections, food or environmental allergies, misaligned teeth, low grade heart murmur, infections, hernias, ingestion of foreign objects, injuries sustained, illnesses contracted, death, etc.

5. The Owner shall abide by the following requirements:

1. Feed the Puppy a high quality diet free of fillers. Grocery store brands are not high quality.
2. Not overfeed the Puppy or allow the Puppy to become overweight as this would add increased weight to joints and bones as they’re developing.
3. Not solely provide the Puppy with a raw diet during the first year of the Puppy’s life.
4. Not walk the Puppy more than 30 minute twice a day during the first year of the Puppy’s life.
5. Not take the Puppy for a run or jog during the first year of the Puppy’s life as this repetitive motion and pace is not safe as their bones are developing.
6. Not go up and down flights of stairs regularly. This repetitive motion is not safe as their bones are developing.

6. Other than the General Health Guarantee and the Genetic Health Guarantee, the Breeder does not provide any further guarantees or warranties to the Owner.

7. The General Health Guarantee and Genetic Health Guarantee are provided to the Owner only and may not be assigned.

8. Neither the General Health Guarantee nor the Genetic Health Guarantee shall cover any illness or condition which arises from or is determined by a veterinarian of the Breeder’s choosing to result from trauma, abuse, neglect, or failure to maintain the general health of the puppy which shall include regular veterinarian examinations, any and all treatment and vaccinations recommended by a licensed veterinarian and/or required by law, emergency veterinary care should the puppy require such care, administration of heart-worm, flea, and tick medications or treatments, and/or proper diet and exercise.

9. In the event the Owner seeks to exercise his/her/their rights under the General Health Guarantee and/or the Genetic Health Guarantee, and the two unassociated veterinarians disagree with each other’s findings then both veterinarians shall jointly select a third veterinarian to undertake an examination of the puppy and the determination of that veterinarian as to the health and/or genetic condition of the puppy shall be binding on the parties.

5. TEMPERAMENT:

While Labradoodles generally have a pleasant temperament and disposition, the Breeder does not guarantee or make any warranties with respect to the temperament or disposition of the Puppy. Temperament often depends on the environment in which the puppy is raised as well as the love and affection which is displayed toward the puppy.

The Breeder strongly recommends that Owners take their new puppy to a socialization class between 10 and 16 weeks of age and attend a beginner obedience class.

6. GENERAL PROVISIONS:

1. This Agreement shall be governed and construed in accordance with the laws of the Yukon. Any action to enforce this agreement shall be brought in the courts of the Yukon and the parties irrevocably attend to the jurisdiction of the courts of the Yukon.
2. The Owner acknowledges that he/she/they have read this Agreement and fully understand the terms contained herein.
3. There are no terms of conditions except those contained herein, all of which shall survive the completion of this Agreement.

Owner: Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder: Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gina Anderson (Labradoodles of the North)

1. The Breeder strongly recommends that the Owner use crate training as an aid to housebreaking and training. The Breeder also strongly recommends that the Owner enroll the puppy in an owner-puppy obedience class and, subsequently, an owner-obedience level I class. [↑](#footnote-ref-1)
2. The Breeder has a strong interest in preventing its puppies or dogs from being placed in a shelter, regardless of “kill” or “no-kill” policies.

 [↑](#footnote-ref-2)