

# High Mist Mountain Labradoodles

## Breeder Owner Agreement

**This Breeder-Owner Agreement (“Agreement”) is entered into by and between High Mist Mountain Labradoodles (the “Breeder”) and owner.**

The Owner has expressed to the Breeder his/her/their desire to purchase, acquire, own, and raise a **High Mist Mountain** puppy and the Breeder has expressed an interest in selling one of its puppies to the Owner.

The Owner recognizes, understands and accepts that owning and caring for a puppy will require a commitment of time, resources, love, and affection. The Owner understands that while the life expectancy of a **High Mist Mountain** puppy is approximately 12 to 15 years, such lifespan 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.

**The parties to this Agreement further agree:**

**1. PURCHASE PRICE: \$3000.00**

**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 three business days of taking possession of the puppy.
- 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 educate the Owner in the care, handling, and obedience training of the puppy.
- e. The Owner shall return the puppy to the Breeder within 48-hours immediately following the veterinary examination provided in Paragraph 2.b. above if the veterinarian has determined by reason of the aforesaid examination that the puppy has a chronic or serious health problem. The Breeder shall, at its election, either refund all sums paid by the Owner to the Breeder for the puppy or deliver a replacement puppy from the next available litter. The Owner’s failure to return the puppy within 48 hours following the veterinary examination provided for in Paragraph 2.b. shall fully and completely nullify and void any and all health,

genetic, and congenital guarantees provided for elsewhere in this Agreement.

f. Notify Breeder of any change in address and contact information during the puppy's lifetime.

g. Offer the Breeder a right-of-first-refusal in the event the Owner determines at any time after taking possession of the puppy that the Owner is unable to or no longer chooses to care for his/her/their puppy.

Breeder will either help Owner re-home the puppy or will take the puppy back for re-homing by Breeder.

Owner agrees to never relinquish puppy to a shelter or sell or give the puppy away. If the puppy is found to have been relinquished to a shelter, sold or given away without Breeder's knowledge and consent, Owner shall pay Breeder \$13,000 in liquidated damages for harm done to the reputation of Breeder and to the reputation of the breed in general. Should legal action be necessary, Owner will be responsible for all legal expenses incurred.

Owner agrees to provide adequate exercise and socialization, to feed a premium food for the extent of the health warranty.

### **3. BREEDER'S RESPONSIBILITIES:**

At the time Owner takes possession of puppy, the Breeder shall represent and warrant that:

a. The puppy has been spayed (in the case of a female puppy) or neutered (in the case of a male puppy).

b. The puppy has received all necessary vaccinations, de-worming, and veterinary care customarily required for a puppy of his/her age.

c. A record of vaccinations and de-worming shall be provided to the Owner at the time the Owner takes possession of puppy.

d. A microchip (which is intended to assist in recovery in the event the puppy is lost or stolen) has been inserted in the puppy.

e. If the puppy is registered with a breeder's association (e.g., Australian Labradoodle Association of America), Breeder will provide all related paperwork within 60 - 90 days.

f. The Breeder shall remain available to the Owner via e-mail and/or telephone regarding the care, training, and upbringing 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-bring except in the event 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.

g. Breeder agrees to make three attempts to notify Owner of any changes in Breeder's address and contact information in the following manner: one attempt by mail at Owner's last known address, one attempt by phone at Owner's last known phone number and one attempt by email at Owner's last known email address.

h. Breeder will do the utmost to choose the puppy closest to Owner preferences but Breeder does not guarantee the final height, weight, appearance, coat type, shedding and/or color of puppy.

#### **4. BREEDER'S HEALTH GUARANTEES:**

The following Health Guarantees constitute the sole and limited guarantees provided by the Breeder to the Owner.

a. General Health Warranty:

1. The Breeder guarantees ("General Health Guarantee") that the puppy is generally and reasonably healthy at the time the Owner took possession of the puppy.

The General Health Guarantee shall remain in full force and effect for a period of 72 hours which shall commence at the time the Owner took 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 obligation to the Owner for the general health of the puppy.

If within the 72-hour period a licensed veterinarian determines in writing that the puppy has a chronic or serious health problem or condition, the Breeder at the Breeder's sole election shall either refund all sums paid by the Owner to the Breeder for the puppy or deliver to the Owner another puppy from the next available litter. However, if the Owner elects to retain custody of the puppy he/she/they shall be deemed to have waived any and all rights which he/she/they have under this General Health Guarantee.

4. The General Health Guarantee shall become null, void and unenforceable if the veterinarian's diagnosis determines or discloses 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. The Breeder guarantees ("Genetic Health Guarantee") that the puppy is free from any genetic disorders or conditions which will greatly impact the puppy's overall lifespan or activity. Please note this does not include bite malocclusions.

2. The Genetic Health Guarantee shall remain in full force and effect for a period of 24 months from the date of birth. The Genetic Health Guarantee shall automatically expire at the conclusion of the 24-month period and, thereafter, the Breeder shall have no further obligation to the Owner for the genetic health of the puppy.

3. If prior to the expiration of the 24-month period, puppy is diagnosed with life inhibiting genetic defects confirmed by two unassociated veterinarians, one (1) to be of OWNERS choosing and one (1) to be of BREEDERS choosing, and it is thereby determined that PUPPY is unsuitable as a pet, the OWNER and BREEDER agree upon provision of veterinary reports and, where applicable, \*OFA, \*BVA, \*Elbow Dysplasia, or \*PRA results, BREEDER will provide OWNER with one of the following options.

NOTE: ALL veterinarian costs and testing procedural expenses are OWNER'S responsibility.

a) Should Owner choose to keep the puppy, Breeder will refund 50% of the Companion Pet price that was originally paid for the puppy with the submission of the supporting veterinary reports required above. 50% refund does not apply to any testing, veterinary bills, shipping or travel costs, which the Owner might incur. Owner understands that in choosing this option that any and all further guarantees of puppy's Genetic Health Guarantee are null and void.

b) Should Owner choose to relinquish ownership of puppy to Breeder, Breeder will provide a replacement puppy to the Owner as soon as such a puppy is available to the Breeder. Owner must pay for any shipping or miscellaneous charges associated with transport of puppies. Breeder will try to re-home the puppy with a

family that is prepared to deal with said puppy's inhibiting defects. If it is determined that puppy cannot function in society as a companion pet due to genetically derived medical disorders then puppy will be euthanized at the Breeder's expense.

c) Additional Terms of Health Guarantees:

1. Other than those provided above, no other health or medical guarantees, express or implied, are provided by the Breeder to the Owner.

2. The General Health Guarantee and Genetic Health Guarantee are provided to the Owner designated above only and no other person. The above-stated General Health Guarantee and Genetic Health Guarantee are not transferable.

3. 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 heartworm, flea, and tick medications or treatments, and/or proper diet and exercise.

4. 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 latter veterinarian as to the health and/or genetic condition of the puppy shall control any rights under this Agreement.

5. While it is recognized that Labradoodles have a pleasant general temperament and disposition, the Breeder cannot and does not guarantee the general temperament or disposition of the puppy inasmuch as general temperament or disposition, in the absence of a serious veterinary condition or illness, often depends on the environment in which the puppy is raised as well as the love and affection which is displayed toward the puppy.

6. Death due to injury, accident, owner neglect or any other cause will not be eligible for a refund. Breeder is not responsible for injuries sustained, illnesses contracted or death during transportation.

**5. GENERAL PROVISIONS:**

a. The laws of the State of North Carolina shall govern any and all actions to enforce, interpret, or seek relief for breach of this Agreement. Any such action to enforce, interpret, or seek relief for breach of this Agreement shall be initiated only in the District and Superior Courts of Alexander County, North Carolina. By entering into and executing this Agreement, the parties hereto agree to voluntarily submit to the jurisdiction of the District or Superior Court of Alexander County, North Carolina regardless of where either party is actually located or resides.

b. Prior to the initiation of any action in the Courts of Alexander County, North Carolina, where such action seeks relief in connection with the puppy's health, the parties shall seek to resolve any dispute, which may arise under or in connection with this Agreement by submitting their dispute to mediation by a veterinarian upon whom the parties agree. If the parties fail to agree upon a veterinarian to mediate their dispute, a veterinarian of the Owner's choosing and a veterinarian of the Breeder's choosing shall select a separate veterinarian to mediate the dispute. The parties shall cooperate in good faith in any mediation conducted pursuant to this Agreement.

c. The Owner represents that he/she has read this Agreement and fully understands the terms contained herein.

Kimberly S. Taylor for **High Mist Mountain Labradoodles**

Sign \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_