Joyful Standard Poodles

Pet Contract and Guarantee

A non-refundable reservation fee of $200.00 is needed to place a hold on a puppy. No puppy will be held without a reservation fee.

*Johanna Schimmel,* referred to hereafter as "Seller" agrees to sell to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ referred to hereafter as "Buyer", the following animal.

Breed: Standard Poodle

Sex: \_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Call Name at Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Changed Name To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Litter name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder: Johanna Schimmel/ Joyful Poodles

Phone: 336-383-8151

Email: joyfulpoodles@joyfulpoodles.com

Sire: Johanna’s Chocolate Madness (Vinnie)

Dam: Johanna’s Red Insanity (Lucy)

For the sum of $1200 on Limited AKC registration

Shipping cost if needed are at Buyer’s expense

Seller agrees to warrant the following:

1. The health of the above animal is excellent to the best of the Seller's knowledge at the time of sale. However, the Seller encourages the Buyer to have a D.V.M examine the animal within 72 hours (about 3 days) of purchase. If the D.V.M finds the animal to have a preexisting malady or be in poor health, the animal may be returned to the Seller at the expense of the Buyer for a full refund of the purchase price-this is the only condition (72-hour timeframe) in which a full refund will be made. *Under no circumstances will the Seller be responsible for veterinary care expenses or any other expenses. No further health guarantee is made except as provided below.*
2. The Buyer agrees to return the puppy to the Seller as soon as possible or before one week has passed following the vet’s report. A letter from the examining vet on the vet’s official letterhead documenting why the puppy is not healthy must accompany the puppy. The Seller reserves the right to have the puppy re-examined by her vet and agrees to replace the puppy with a new puppy of equal value as soon as one becomes available, if the Seller’s vet agrees with the letter of examination from the Buyer’s vet. Equal value means: similar health tested parents, pet quality placed on limited registration, same type of pedigree.
3. *This guarantee does not include the presence of worms, which may be found in any healthy puppy, furthermore, it is understood that the seller does not guarantee against the following puppyhood ailments: eye or ear infections, dry skin, hypoglycemia, giardia, coccidian, ear mites, stress or diarrhea.*

Once the puppy leaves the Seller’s possession the Seller will not be held liable for any of the aforementioned, as these conditions can occur quickly under conducive circumstances.

1. Should the Buyer refuse to return the puppy, or make arrangements for returning the puppy, for a replacement within the one-week timeframe from the veterinarian’s report, Buyer understands they are in breach of contract and a replacement will not be given nor will a refund be given. Should the puppy die, due to Buyer’s refusal to medical treat puppy at any time while in their care, Buyer understands a replacement will not be given nor will a refund be given.
2. That the animal is not suffering from any genetic disease or defect which would prevent it from living an otherwise healthy or normal life*. If a licensed veterinarian determines within two years there to be a debilitating genetic disease or defect, the Seller will replace the animal for one of equal value.*

Buyer's Responsibilities:

1. The buyer agrees to maintain the animal, known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in good health and provide routine preventative health care including, but not limited to, regular preventative inoculations, deworming, flea, tick and heartworm medication (non-ivermectin).
2. Buyer agrees that the Seller may repossess the animal upon evidence of neglect and/or abuse as determined by a competent, licensed veterinarian at no expense to the Seller.
3. Buyer agrees to give the Seller the first option to buy back if Buyer is selling the animal, Seller’s response to be given within 5 business days. *Actual contact must be made, not just a message, before moving on*. The selling price is not to exceed the selling price Buyer is advertising for the dog.
4. The animal may be returned to the Seller at any time, at no expense to the Seller, if the Buyer is unable or unwilling to keep the animal. Under no circumstances will the animal be relinquished to any animal shelter, humane society or rescue group. The buyer agrees that this puppy is not to be donated to a lab for research nor used as a bait dog in dog fighting.
	1. If the Buyer needs to return or re-home this dog, the Seller will accept the dog back ONLY if the registration paperwork is returned and a health certificate is provided by a vet. The Seller must have a way to transfer the ownership back to themselves and they cannot risk the health of their dogs and puppies by taking a dog back without proof of health. The buyer understands they are held responsible for any travel expenses incurred because of returning the dog. NO MONEY WILL BE REFUNDED.
	2. If the dog is re-sold by the Seller, the seller will refund to the Buyer the new selling price minus the cost of a veterinary visit and the cost of boarding/training until the dog is sold.

**Limitations and Disclaimers**:

1. This contract applies solely to the original animal, known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and is nontransferable. The Seller retains the right to refund the purchase price of the puppy in lieu of providing a replacement.
2. If the Buyer suspects that the animal possesses any problems, health issues stated above and covered under this warranty, the Seller must be notified immediately.
	1. In the event that the dog dies or must be put down due to an inherited genetic defect, a necropsy must be performed, and a copy provided to the Seller with full vet records for the deceased dog. Without full documentation and necropsy report by vet of the reason for the death of (or need to euthanize) the dog, the Seller will not be liable for replacing the dog.
3. Replacement Agreement: In the event that an animal must be replaced, the Seller will replace the animal as soon as possible with one of equal value to the original animal at the time of original purchase. The animal to be replaced must be returned to the Seller and all replacements are final. The animal must be returned in good physical condition with a complete veterinarian health record.
	1. If both parties agree and after second veterinary opinion is documented, in lieu of returning the animal, known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Buyer may choose to keep the animal by providing proof of spay or neuter of the original animal.
4. All agreements made are contained in this contract. There are no additional agreements, intended or implied. In the event of a dispute, North Carolina, Guilford County shall have jurisdiction. In the event of breach of contract, the Buyer will pay all attorney and court fees.
5. Any amendments will be contained on Page 4 along with the Buyer’s and Seller’s signatures that acknowledge they have read and agree to all terms contained within this contract.

Reservation Fee of $250 for puppy by *Johanna’s Chocolate Madness* (Vinnie) out of *Johanna’s* *Red* *Insanity*, currently known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Amendments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller’s information:

* Seller’s Name: Johanna Schimmel/Joyful Poodles
* Address: 900 Steeple Chase Lane
* Phone: 336-383-8151
* Email: Joyfulpoodles@joyfulpoodles.com
* Seller’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer’s information:

* Buyer's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Buyer's Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Buyer's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Buyer's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_