

AGREEMENT

This Agreement is made by and between _____, hereinafter referred to as "Buyer" and I Want A Doodle, hereinafter referred to as "Company," and the parties collectively referred to in this agreement ("Agreement") as "Parties."

WHEREAS, Company offers dogs for sale along with attendant services; and
WHEREAS, Buyer wishes to purchase a dog from Company.

NOW, THEREFORE, in consideration of the promises, the mutual obligations in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Basic Information.** The puppy that is subject to this Agreement is a [male/female Multigenerational Goldendoodle dog] "Dog." Identifying Information is as follows:
 - Name _____
 - Coloring _____
 - Date of Birth _____
 - Microchip or other ID number _____
 - Registered Sire's Name _____
 - Registered Dam's Name _____
 - Generation _____
2. **Payment.** The total, non-refundable, purchase price for the Dog and the additional services detailed in Section 5 is _____. Payment will be made in the following manner:
 - A. **Deposit.** A non-refundable deposit of \$300 is required prior to the confirmation of pregnancy. This deposit will go towards the cost of the puppy. Once pregnancy is confirmed, half of the total cost is due.
 - B. **Remaining Payment.** Buyer agrees to pay the Company the remaining, non-refundable balance due in full by the time the Dog is 6 weeks of age or upon selecting specific Dog, whichever comes first, unless Company agrees to another payment plan in a writing signed by both parties.
 - C. **No Shipping.** The purchase price does not include transporting the Dog to Buyer's location. Company will not ship a Dog under any circumstance; Buyer must meet Company's representative in person. If travel by airplane is required, the Dog must be boarded in the plane cabin.
3. **Spay/Neuter Requirement.**
 - A. The Dog is sold as a pet only and shall not be bred under any circumstances.

B. The Dog must be neutered or spayed by or before the Dog reaches the age of 8 months. If proof of spay or neuter is not received by 8 months, all health warranties on the puppy will no longer be valid by the Company.

C. If Buyer breeds the Dog or fails to spay or neuter in violation of this Agreement, Buyer must pay Company the sum of \$5,000.00 in liquidated damages. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Company's actual damages, which damages are difficult to ascertain.

4. Health Warranty & Congenital Defects Warranty.

A. Health Warranty: Company warrants that the Dog is in good health, is up-to-date on immunizations appropriate for its age, and has had appropriate dewormings at the time the Buyer takes possession. In order to take advantage of this Health Warranty, the Buyer must i) enroll in the no-cost 30-day pet insurance plan provided by Company; and ii) take the Dog to a licensed veterinarian for an examination within 72 hours of Buyer's possession. If either action is not taken, this Health Warranty is void. If the Dog is found to be in poor health by a veterinarian within 72 hours time of Buyer's taking possession, the Buyer may: return the Dog to Company at Buyer's expense for a full refund; or

i. Keep the Dog. Company will reimburse Buyer for all veterinary costs, up to the purchase price, related to treatment of pre-existing condition(s) listed in this Section 4(a), minus any amount(s) covered by pet insurance.

ii. If Buyer fails to enroll in pet insurance and the Dog is injured or sick, Buyer is responsible for whatever portion of the care costs that would otherwise be covered by pet insurance.

B. Congenital Defects.

i. Pursuant to provisions listed in this Section 4(b), Company warrants that the Dog has no congenital defects.

ii. Length of Warranty. This warranty against Congenital Defects is in effect for two years from the date Buyer first takes possession of the Dog providing spay and neuter completion is done by 8 months of age.

iii. Evidence of Defect. In order to avail itself of this warranty, Buyer must provide Company with all veterinary reports, testing, or other evaluations performed on the Dog. Company further reserves the right, at Company's expense, to have the Dog evaluated by a veterinarian of Company's choice. If the Dog should die from a suspected congenital defect during the warranty period,

an autopsy must be performed at the Buyer's expense by a veterinary teaching hospital or state licensed DVM acceptable to Company's own veterinarian. If the written statement from the veterinarian blames a congenital defect as the reason for the death, the Company will provide a remedy as detailed in the following section. This warranty is void if the veterinarian's report is indeterminable or has an inconclusive diagnosis.

iv. Remedy for Buyer. If it is determined during the warranty period that the Dog does have a Congenital Defect, Company may, in its sole and absolute discretion, choose to:

1. Accept return of the Dog and replace with another puppy;
2. Accept return of the Dog and refund Buyer up to the Buyer's purchase price; or
3. Company may offer to pay veterinarian costs up to the original purchase price of the Dog if Buyer wishes to keep the Dog.

C. Exclusions & Limitations.

- i. No warranties expressed in this Agreement apply to viral illnesses, infections, bites, hernias, hypoglycemia, cryptorchidism, worms, Giardia, Coccidiosis, physical injury or any illness due to the ingestion of foreign objects, oral flea medication, foods, or chemicals.
- ii. No warranty is made as to temperament. Buyer understands and accepts that Dog's temperament is largely dependent upon Buyer's treatment of the Dog.
- iii. No warranty is made as to the eventual size, weight or color of the Dog.
- iv. No warranties or guarantees, expressed or implied are made under this agreement except as stated.
- v. No warranty under this Agreement is transferable from Buyer to any third party.

5. Additional Services.

A. Company shall provide the following services while the Dog is in Company's possession:

- i. Basic Obedience Training from an early age;

- ii. Crate training from the age of six weeks;
- iii. Provide love and attention;
- iv. Genetic testing of sires and dams for genetic issues including: PRA-prcd, PRA-G1, PRA-G2, vWd, hips, elbows, cardiac and patellas. Company ensures that Brucellosis is clear and the sires and dams are free of other diseases of the eye.

B. After Buyer takes possession, Company will provide consulting services for the life of the Dog. Company is available to discuss (at reasonable hours and for a reasonable length of time) issues that Buyer encounters, to provide nutritional advice, and to board the Dog by separate agreement.

6. Buyer's Obligation. The Buyer promises to be a responsible pet owner and acknowledges the following requirements:

- A. Buyer must house Dog indoors.
- B. Buyer must feed the Dog a premium quality food.
- C. Buyer must maintain the Dog at a healthy weight.
- D. Buyer must provide annual veterinary appointments for the Dog and keep all immunizations current according to the guidelines of the AVMA.
- E. Buyer must properly administer heart worm preventative.
- F. Buyer must provide basic obedience training with their Dog within the first year.
- G. Buyer agrees to postpone strenuous, repetitive exercise, such as jogging with the Dog, until after the Dog is over eighteen months of age.
- H. Buyer agrees to spay or neuter their Dog before 8 months of age.
- I. Buyer agrees to contact Company immediately if Buyer is unable to keep their Dog for any reason. The Buyer and Company will determine how the dog will be re-homed.
- J. Buyer agrees to never place the Dog in a shelter, pound, rescue or other similar facility or research laboratory.
- K. Buyer agrees to never give Dog oral flea medication. If any oral flea medication is given, all health warranties on the puppy will no longer be valid by the Company.

7. Non-Exclusive License to use Photo and Video content. Buyer authorizes Company and Company's agents to use any and all still photography and/or video recordings provided to Company by Buyer, regardless of whether the content includes Buyer's image or likeness, for advertising and other purposes.

8. Default. If either Party defaults on any of its requirements or warranties under this Agreement, the non-defaulting Party shall give Notice to the defaulting Party of the default. The defaulting Party will have three (3) Banking Days to cure the noticed default. If the defaulting Party does not cure the noticed default, the non-defaulting Party may claim the Agreement is in default and seek available remedies herein.

9. Remedies. If a Party is in default, the non-defaulting Party may:

A. Cancel this Agreement; or

B. Attempt to negotiate a settlement to the default with the defaulting Party. If there is no informal settlement, the Parties agree to non-binding mediation under the rules of the American Arbitration Association. If there is no settlement in non-binding mediation, the Parties agree to binding Arbitration under the rules of the American Arbitration Association as a final resolution.

10. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia.

11. Jurisdiction and Venue.

A. Any mediation and/or arbitration hearing and all proceedings in connection therewith shall take place in Cherokee County, Georgia. The mediation/arbitration shall be conducted by one or more mediators/arbitrators selected by the parties.

B. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder will be instituted exclusively in the courts of the State of Georgia in each case located in Cherokee County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.

12. Indemnification. Each Party will defend, indemnify and hold harmless the other Party, its affiliates and their respective shareholders, officers, directors, employees,

agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and/or costs of collection, in connection with any third party claim, suit, action or proceeding arising out of or resulting from a material breach of any representation, warranty or obligation set forth in this Agreement by either Party or any of its Representatives.

13. Limitation of Damages. Neither Party shall be liable for, nor shall any measure of Damages include, any indirect, incidental, special, exemplary, punitive or consequential damages or penalties for loss of income, value, profits, savings, or any other loss arising out of or relating to its performance or failure to perform under this Agreement, even if the Party against whom liability is sought to be imposed has been advised of the possibility of such damages. In no case will either Party be liable for more than the sales price.

14. Waivers. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Survival. The representations, warranties, covenants, and agreements made herein shall survive any investigation made by any Party hereto and the closing of the transactions contemplated hereby.

16. Merger Clause. This Agreement represents the final and entire agreement between the Parties, and supersedes all prior or contemporaneous agreements, express or implied, written, or unwritten.

17. Modification. This Agreement may only be modified if done so in a writing which is signed by the parties hereto.

18. Severability. If any part or portion of this Agreement is held to be invalid or otherwise unenforceable, the remainder shall have force and effect to the fullest extent permitted by law.

19. Counterparts/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Any Party's signature sent electronically by e-mail or facsimile shall be deemed to be an original and binding signature if the accompanying

e-mail or cover page states or reasonably implies that the electronic version may be considered an original.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement on the date first above written.

BUYER:

Name: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

Address: _____

I WANT A DOODLE:

Name: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

Address: _____
