



Tallai Australian Labradoodles
www.tallai-australian-labradoodles.com

Sale of Companion Puppy Agreement

THIS AGREEMENT is made on the 9TH day of **NOVEMBER 2020**
BETWEEN the following;

**Tallai Australian Labradoodles Pty Ltd as Trustee for the
Simmons Family Trust of**
hereinafter referred to as the **BREEDER**

Mob:

AND

_____ of _____
hereinafter referred to as the **BUYER**

Ph/Mob:

CONCERNING

Name of PUPPY: «**PuppyName**» Color: «**Colour**» Sex: «**SEX**» Microchip: «**Microchip**»
From the litter whelped «**WhelpDate**» out of «**Dam**» and «**Sire**» herein referred to as the PUPPY

IN CONSIDERATION OF «Price» the BREEDER hereby agrees to sell and the BUYER hereby agrees to purchase a de-sexed companion puppy from the litter described above.

WHEREBY both the BREEDER and BUYER agree to the terms and conditions as set out hereafter

The BUYER HEREBY COVENANTS AND AGREES with the BREEDER that the BUYER will at all times during the continuance of this agreement;

- (a) Be responsible for the provision of adequate accommodation, fencing, socialisation, feeding, upkeep, care, grooming and veterinary expenses of the PUPPY together with any medicines/vaccinations as and when required. Additionally, register the PUPPY and keep current such registration in accordance with the laws of the jurisdiction in which the PUPPY resides.
- (b) The BUYER agrees that he/she is not acting as an agent in the purchase of this puppy and furthermore that the BUYER shall not knowingly sell this puppy/dog to any agent or representative thereof, who sells or consigns to a pet store, kennel or individual who retails dogs.
- (c) The BUYER agrees to keep the PUPPY at an appropriate lean weight as advised by the veterinarian in order to assist in the soundness and longevity of the PUPPY. The BREEDER advises that the PUPPY being overweight is a causal/contributing factor to the crippling and painful condition of Hip and Elbow Dysplasia. There are other factors such as genetics, exercise, injury and diet involved and the BUYER agrees to follow guidelines regarding same as detailed by the BREEDER.
- (d) The BUYER acknowledges receipt of the PUPPY described above and agrees they will make no charges of any nature against the BREEDER, furthermore the BUYER hereby releases the BREEDER from any liability

and responsibility for any illness, disease, accident, injury to or death of the PUPPY or any damage or loss arising therefrom, howsoever caused or arising, on the part of the BREEDER, its servants or agents, other than the provisions for Canine Hip and Elbow Dysplasia, together with Von Willebrand's disease (vWD) and the progressive rod-cone degeneration form of Progressive Retinal Atrophy (Prcd-PRA) contained further on in this agreement.

- (e) The BUYER hereby acknowledges that the BREEDER has advised that they should discuss with their veterinarian the benefits of taking out pet insurance for the PUPPY to cover accidents, injury and illnesses. The BREEDER does not make specific recommendations as to which companies and policies are best suited to the BUYER and suggests that the BUYER seek such recommendations from their veterinarian or a suitably qualified professional.
- (f) The BUYER further agrees to notify the BREEDER of any problems associated with the PUPPY so that informed decisions may be made when determining future planned matings.

The BREEDER HEREBY COVENANTS AND AGREES with the BUYER that the BREEDER will at all times during the continuance of this agreement

- (a) Provide information or help to find information in regard to the health and wellbeing of the said PUPPY if the BUYER enquires.
- (b) That the PUPPY is in good health and has received appropriate medical inoculations, worming and care whilst in the BREEDERS care. The BREEDER will provide the BUYER with 'Puppy Care Notes and Information' detailing treatment the PUPPY has received under the BREEDER'S care, and any future care the BREEDER feels is essential to the PUPPY'S well being.
- (c) Assist the BUYER in rehoming the PUPPY should they BUYER no longer able to care for the PUPPY or take the PUPPY back and rehome the PUPPY under a separate agreement.
 - a. All expenses incurred by the BUYER such as but not limited to; veterinarian expenses, costs related to returning the PUPPY to the BREEDER and set up expenses in preparing to have the PUPPY in their home shall remain the responsibility of the BUYER, any further obligations under this agreement shall then be agreed to be null and void.

IT IS HEREBY MUTUALLY AGREED AND DECLARED by the BREEDER and the BUYER as follows;

- a) That this agreement may not be assigned or transferred by either party to a third person.
- b) The BREEDER warrants that the PUPPY is the progeny of animals x-rayed and certified clear of Hip and Elbow Dysplasia. The PUPPY is expected to be free of chronic Canine Hip and/or Elbow Dysplasia however no guarantee of such is nor can be made, neither is it intended herein.

If however the said PUPPY develops the above illnesses within two years from the date of birth of the PUPPY and the BUYER provides to the BREEDER at the BUYERS expense a specialist veterinarian's report in conjunction with supporting X-rays detailing the PUPPY has chronic Hip and/or Elbow Dysplasia that will significantly impact upon the PUPPYS quality of life and in the veterinarians opinion is caused primarily by genetics and not by environmental causes such as obesity, accident or injury and such report is received by the BREEDER prior to a day no later than thirty days after the PUPPY turns two years of age, then;

The BUYER may elect to retain the PUPPY and the BREEDER will contribute towards veterinarian expenses associated with the condition up to an amount equal to but not exceeding the half the purchase price of the PUPPY herein. The BREEDER will reimburse the BUYER for all such amounts within 30 days of receiving a copy of a paid veterinarian invoice.

The BREEDER reserves the right to require a second opinion to confirm the report by the BUYERS veterinarian and the BUYER will make available the PUPPY to the BREEDER or their representative so that the BREEDER may at their expense obtain such report.

- c) The BREEDER warrants that the PUPPY is the progeny of parents whose mating will not produce a puppy genetically affected by prcd PRA.
- d) The BREEDER warrants that the PUPPY is the progeny of parents whose mating will not produce a puppy genetically affected by vWD
- e) That the BUYER will not hold the BREEDER responsible for injury during transport by a third party from the BREEDER to the BUYER
- f) The BUYER agrees to allow the BREEDER the right to use photographs of the PUPPY for advertising purposes.
- g) This agreement MUST be returned to the BREEDER within 30 days from the date of taking possession of the PUPPY in order to be valid.
- h) Should the BUYER choose to break any of the above portions of this agreement then this agreement will be considered null and void.
- i) This agreement constitutes the whole agreement between the parties and no other warranties, guarantees, expressed nor implied are made under this agreement except as stated above.

The undersigned agree to uphold all covenants of this agreement. (See *Note below)

Signed _____ Dated: **09/11/2020**
 BREEDER
 Tallai Australian Labradoodles Pty Ltd as Trustee for the Simmons Family Trust

Signed _____ Dated: **09/11/2020**
 WITNESS
 Full Name and Address of WITNESS:

AND

Signed _____ Dated _____
 BUYER

Signed _____ Dated _____
 WITNESS

Full Name and Address of WITNESS: _____

***NOTE:** Witness must be 18 years of age or older and not be a party to this agreement.