

**YESTERYEAR ACRES, LLC**  
**Labradoodle Contract**  
**And**  
**Health Warranty**

**This Warranty is solely for the benefit of \_\_\_\_\_ (buyer's name) ("Owner") for a puppy born \_\_\_\_\_ (date of birth) ("Puppy"). Upon receipt of this warranty, the Owner must return a signed copy to Yesteryear Acres, LLC ("Breeder"). Failure to return this warranty on or before possession of Puppy will automatically void the warranty and release Breeder from all contractual obligations.**

This puppy has been bred by us and has been carefully and painstakingly reared. All puppies are sold with a 2 year specific conditional Health Warranty.

**PURCHASE:** Owner agrees to purchase a Labradoodle puppy from Breeder for a purchase price of *One Thousand Two Hundred Dollars* (\$1,200) (hereinafter "Purchase Price"). The Purchase Price must be paid in full no later than 28 days after the birth of your puppy (or unless otherwise agreed in writing). The puppy may be taken home at seven to eight weeks of age.

A **non-refundable** deposit of *Two Hundred Dollars* (\$200) shall be paid upon the signing of this contract, which deposit shall be applied towards Purchase Price. If, at the time of signing this contract, no puppies have yet been born, it is understood that you agree to buy your puppy without first seeing the puppy. Our acceptance of the deposit and this signed contract shall determine the order of fulfillment. If the litter does not produce enough puppies to fulfill all contracts, you have a choice to either apply this deposit to the next litter or receive a return of your deposit. Upon our receipt of the deposit, we shall no longer market or sell your puppy and shall reserve it for you. However, if you have not paid the full Purchase Price within the time frame stated above, or if you do not take possession of your puppy by time your puppy is eight weeks old, you will lose all rights to the puppy and forfeit all payments as liquidated damages.

We reserve the right to refuse to sell a puppy to anyone for any reason at our sole discretion. Your deposit will be refunded in full if at any time prior to final payment, we determine it is necessary to reject a particular sale of the puppy, even if contrary to prior agreements and emails. All existing agreements and contractual obligations will be null and void at the time the deposit is returned by mail or refunded by PayPal.

*Breeder will warranty Puppy until he/she reaches the age of twenty-four (24) months from all serious genetic impairment or disability (serious meaning life threatening or life altering to the extent that it is not treatable, nor controllable or that is causes severe pain and suffering), which specifically includes severe hip dysplasia and progressive retinal atrophy. If Puppy is determined to have a serious life-threatening or life-debilitating hereditary defect within said period and Breeder receives bona fide certificates to such effect from two independent licensed veterinarians, stating that the serious impairment/disease is present; and that, in the professional opinion of the vet, the impairment/disease is genetic in nature, without any reasonable possibility of environmental causation, Breeder agrees to provide a replacement puppy from the next available litter or Breeder will refund Veterinary expenses up to the original Purchase Price of puppy when the next available litter reaches eight weeks of age. (Shipping Fees not included.) Reimbursement for Veterinary expenses will be provided after Breeder receives copies of licensed veterinarian medical reports stating said diagnosis and copies of the veterinary bills for treatment costs. All refunds are cumulative and once the full Purchase Price of the Puppy has been refunded to Owner, for whatever cause, the warranties expire and Breeder has no further monetary obligation to Owner.*

*Common ailments that might possibly arise are not covered; examples of common ailments include but are not limited to: urinary tract infections, puppy vaginitis, dry skin, shedding, allergies, improper bite, hotspots and/or ear infections.*

This warranty is only applicable to the above-named Owner, the original purchaser. If Puppy has been sold, or given away, the health warranty becomes **null and void**. All veterinary care and associated costs are the sole and exclusive responsibility of the Owner. Puppy that has been physically injured is not covered by this warranty.

If Puppy is diagnosed by The Orthopedic Foundation for Animals "OFA" or Penn Hip as being *severely dysplastic* on or before 24 months of age, the Owner must submit a copy of the OFA report to the Breeder. A Veterinarian cannot make this diagnosis. The diagnosis can be made only by OFA or Penn Hip, and Puppy must be sedated for the radiograph to be taken. This warranty shall become null and void if the owner allowed the dog to become overweight or allowed the developing joints to become overstressed at any point or injured during the warranty period. Should results from OFA or Penn Hip show that obesity or an injury occurred that caused or contributed to the dysplasia, no reimbursement or replacement will be provided.

If Puppy is diagnosed by a veterinary ophthalmologist certified by the American College of Veterinary Ophthalmologists "ACVO" as having Progressive Retinal Atrophy (PRA) on or before 24 months of age, the Owner must submit a copy of this report to the Breeder. Only a diagnosis made by an ACVO certified veterinarian is acceptable for this warranty.

Owner acknowledges that there is no promise (express or implied) that the Labradoodle, Goldendoodle, or Double Doodle will be non-shedding or non-allergenic. Owner further agrees that the puppy's size and color are not predictable and no promise or warranty regarding size, color, coat appearance/texture, or any physical attribute, temperament or behavioral trait is made by the Breeder.

Puppy must be kept current on all vaccinations including rabies. Owner must use reasonable care in the form of exercise, diet, training and medical care as necessary for Puppy. Copies of these records will be required to be submitted to Breeder if Owner is looking for a replacement Puppy. Adverse environmental conditions related to Puppy may mitigate the Breeder's liability. Puppy that has not been given vaccinations, medical treatments when needed or has become overweight will *not* be covered under the warranty. Puppy must be housed indoors and not outdoors.

Owner has 3 business days after taking possession of Puppy to have Puppy examined by a licensed veterinarian of his/her choice, at the Owner's sole expense, and if the veterinarian determines such Puppy has a life-threatening hereditary defect and is unfit for sale, then Puppy may be returned immediately to Breeder (within 24 hours after such determination) and a replacement puppy will be provided from the next available litter. A statement setting forth such defect from the diagnosing veterinarian on the veterinarian's letterhead must be received by the Breeder at the time Puppy is returned. All veterinary and transportation expenses are the Owner's obligation. The Breeder reserves the right to have Puppy examined by a veterinarian(s) of its choice before a replacement is made. Minor Health ailments including, but not limited to: fleas, worms or parasites, or stress induced diarrhea due to Puppy's transition from Breeder's home and diet, are not reasons for Puppy to be returned to Breeder.

Spay/Neuter Agreement: Yesteryear Acres, LLC Labradoodle, Double Doodle and Goldendoodle puppies are to be sold as pets only. Buyer agrees to spay or neuter Puppy by 6 months of age. Failure to do so makes the warranty null and void and may result in legal action.

Under no circumstances shall the Breeder be liable to the Owner or to any third party for any damages including but not limited to actual, consequential, incidental or special damages resulting from or in any manner related to Puppy. Under no circumstances shall the breeder be liable to the Owner for damages in excess of Purchase Price.

*This Agreement contains the entire agreement between the parties hereto, and shall not be amended or modified in any manner except by an instrument in writing signed by both parties.*

*The Laws of the State of Ohio shall govern the validity, performance and enforcement of this Contract, and any controversies arising hereunder shall be properly brought only before the Court of Common Pleas for Licking County, Ohio which the parties herein agree is the court of proper jurisdiction and venue. The invalidity or unenforceability of any provision of this Contract shall not affect or impair any other provision.*

**The undersigned have read the above conditions and agrees to abide by them.**

Owner's Signature:

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Dated: í .

Owner's Name, Address, and Phone:

Signed on behalf of Breeder, Yesteryear Acres LLC:

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Renee Sigman

Dated: í í í í í í í í í í í í í í í .