

# Poodles Plus Breeding Sales Contract

**This Sales Contract** is made and entered into on \_\_\_\_\_, by and between:

**Seller:**

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

Phone Number: (425) 750-7109

Email: Highdesertcompanionsaz@gmail.com

**Buyer:**

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

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

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## Puppy Description

**Breed:** Poodle

**Color:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Gender:** \_\_\_\_\_

**Sire:** \_\_\_\_\_ **Dam:** \_\_\_\_\_

**Identification Number (if applicable):** \_\_\_\_\_

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## Purchase Price & Payment Terms

- The total purchase price for the Poodle puppy is \$\_\_\_\_\_ (\_\_\_\_\_).
  - A non-refundable deposit of **\$500.00** is due at the time of signing this contract.
  - The remaining balance of \$\_\_\_\_\_ is due at the time of puppy pickup or drop-off.
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## Delivery/Pickup

The Buyer agrees to pick up the puppy from the Seller's location on or after \_\_\_\_\_ unless other arrangements have been made in writing. If shipping is required, all associated costs are the Buyer's responsibility and must be paid in advance.

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## Breeding Rights

The Seller grants the Buyer full breeding rights for the above-described Poodle puppy, subject to the following conditions:

**1. Health Clearances:**

- Prior to any breeding—including the collection and use of semen from stud dogs—the Buyer must ensure that the dog has undergone and passed all breed-specific health screenings, including but not limited to
  - The Buyer is required to complete OFA Hip and Elbow evaluations once the dog reaches the minimum age for official certification. Preliminary evaluations are acceptable for permitting breeding after 18 months of age, with full certification to be completed at 24 months. OFA and PennHIP evaluations must not be performed on a pregnant female and should be scheduled either prior to or after pregnancy.
  - CERF Eye Examination
  - The Buyer agrees to complete genetic testing for breed-specific health conditions and traits, and to share the results with the Seller. This information allows the Seller to evaluate the overall health of the bloodline and provide informed support to the Buyer as needed.
- The Buyer agrees to furnish documentation of all completed health clearances to the Seller as they become available, and at the Seller's request.

**2. Breeding Practices:**

- The Buyer agrees to adhere to responsible and ethical breeding practices, ensuring the health and well-being of both the breeding pair and any resulting offspring.
- The dog shall not be bred prior to 18 months of age. Females may only be bred during or after their second heat cycle, and males must be at least 12 months old before being used for stud services.
- The Buyer is responsible for the proper placement of all offspring resulting from breedings, ensuring they go to suitable homes with a commitment to the dogs' welfare.
- Puppies sold as pets must be placed under a spay/neuter agreement to prevent unauthorized breeding, unless prior arrangements have been made to keep the puppy intact for purposes such as showing or competition or human companionship, with the condition that no breeding will occur without the Seller's written consent.
- All litters produced must be registered with the appropriate kennel club (e.g., AKC).

**3. Stud Services (if applicable):**

- If the dog is male, the Buyer agrees to:
  - Use the dog for stud services only with females that have appropriate health clearances.

- Maintain accurate records of all matings and provide this information to the Seller upon request.

#### 4. Right of First Refusal:

- Should the Buyer decide to sell or transfer ownership of the dog, the Seller retains the right of first refusal to reclaim the dog.

#### 5. Merle Breeding Clause (if applicable):

- The Buyer acknowledges that the merle coat pattern is governed by the M locus (PMEL gene) and understands the significant health risks associated with breeding two merle-patterned dogs. Specifically, breeding two merle carriers can result in offspring with two copies of the merle gene (homozygous merles), commonly referred to as "double merles." These dogs are at a heightened risk for serious health issues, including deafness, blindness, and other ocular and auditory impairments
- To mitigate these risks, the Buyer agrees to breed the merle-patterned dog only to partners that are non-merle (genotype mm) or possess acceptable cryptic merle (Mc) variations, as determined by recognized genetic testing standards. Prior to any breeding, the Buyer is required to conduct comprehensive genetic testing to determine the dog's merle genotype, including the size and classification of the M allele(s). This testing must be performed by a reputable laboratory, such as the Veterinary Genetics Laboratory at UC Davis or Paw Print Genetics.
- The Buyer must provide the Seller with complete documentation of the genetic testing results as they become available and upon request. This ensures transparency and allows the Seller to support the Buyer in making informed breeding decisions that prioritize the health and welfare of the breed.
- The Buyer acknowledges that merle, when bred into predominantly Poodle bloodlines, can be masked by the **ee** (recessive red) genotype, making visual detection difficult. Due to this elevated risk, the Buyer further understands that failure to comply with the outlined merle breeding requirements may result in the immediate revocation of breeding rights and could lead to legal action, including a \$5,000 fine and repossession of the dog, in order to prevent unethical breeding practices.

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## Health Guarantee

The Seller guarantees the puppy is in good health at the time of sale. The Buyer has **48 hours (2 business days)** from the time of pickup to have the puppy examined by a licensed veterinarian. If the puppy is found to have a serious health issue within this period, the Buyer must notify the Seller immediately.

- At the Seller's discretion, a replacement puppy or a refund may be offered.
- The Buyer must return the puppy (at their own expense) with a written veterinary diagnosis.
- Failure to complete a vet exam within the 2-day window will void the initial health warranty.

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## Rehoming Policy

If the Buyer is ever unable or unwilling to keep the puppy, they must contact the Seller for assistance. The following conditions apply:

- The Buyer must **receive written permission** from the Seller before placing the dog in a new home.
- In urgent situations, the Buyer agrees to **surrender the dog to the Seller** and transport the dog to the seller at the buyer's expense.
- The Buyer must provide all records including **medical documents, registration papers, and microchip transfer forms**.
- **No refund** will be issued for rehomed or surrendered puppies.

**(a)** If the Seller is able to rehome the puppy **before 6 months of age**, any rehoming fees collected (minus vet and care expenses) will be split with the original Buyer.

**(b)** If the Buyer is found in violation of this contract, or if the dog's health has suffered due to neglect or lack of reasonable care, the Buyer **forfeits any right** to rehoming compensation.

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## Seller's Representations & Warranties

The Seller certifies:

- They are the legal owner of the dog or have full legal rights to sell the dog.
- The dog is free from any lien, security interest, or encumbrance.
- The dog is the true offspring of the sire and dam referenced in this agreement.
- The dog is in good health and free from communicable diseases at the time of sale.
- Documentation of the puppy's veterinary health check, issued by a licensed veterinarian, will be provided.
- The Buyer is given **two (2) business days** from delivery to have the dog examined at their expense, including **patella examination**.
  - Seller does not guarantee the dog's patellas beyond this exam, as knee injuries are common in puppies and are not always genetic.
  - Early spaying/neutering can affect growth plates and knee development.
  - If the dog fails the vet exam, the Buyer may return the puppy (at their expense) with documentation for a full refund or replacement.
  - If the Buyer chooses to keep the puppy, **no replacement will be given**, and all medical costs are the Buyer's responsibility.

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## Extended Health Guarantee

The Seller guarantees this puppy until its **first birthday** or until the dog is spayed/neutered—**whichever comes first**.

If a **genetic disorder** is diagnosed (excluding pre-existing conditions) that shortens or significantly affects the quality of life:

- The Buyer must provide written documentation from their veterinarian **and** a second veterinarian (approved by the Seller) confirming the condition.
- The Seller may offer a **replacement puppy** upon return of the original dog.
- If the Buyer chooses to keep the dog, they must arrange and fund any necessary treatment.
- The Seller may refund up to the **full purchase price**, upon receipt of **paid veterinary bills** and confirmation from Seller's chosen vet that treatment was required.
- Diagnosis must occur **before the dog's first birthday** and **prior to spay/neuter**.

**Note:**

- The Seller does **not guarantee against health issues or death** caused by vaccines, heartworm prevention, or flea/tick treatments (topical or oral).
  - The Seller is **not liable** for symptoms such as kennel cough following vaccination.
  - Loose patellas or cherry eyes not present at the time of sale and discovered later are **not covered**, as these can result from injury.
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## **Buyer's Responsibilities**

The Buyer agrees to:

- (a) Maintain the puppy in good health, including vaccinations, parasite control, and dental care.
  - (b) Keep the puppy as a **family house pet**, not to be kept outside, chained, or confined in unsanitary conditions.
  - (c) Provide **high-quality food** and maintain regular grooming.
  - (d) Purchase the puppy for personal ownership—not as an agent or reseller.
  - (e) Never sell, surrender, or give the dog to pet stores, puppy mills, dog dealers, research/testing labs, or similar entities.
  - Early spay/neuter may cause incontinence and will **void the health guarantee**.
    - (g) Return the dog to the Seller if unable to keep it, unless other arrangements are made.
  - The dog must **never be surrendered** to a shelter or rescue.
    - (h) Seek professional training if needed.
  - **Behavioral issues** are the Buyer's responsibility.
  - The Seller does **not refund for training expenses**.
  - Recommended resource: **Baxter and Bella online training videos**.
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## Governing Law

This contract is governed by the laws of the **State of Arizona**. Any disputes shall be resolved exclusively in the courts of the County in which the seller resides.

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## Entire Agreement

This document represents the **entire agreement** between the Seller and Buyer. Any amendments must be made in writing and signed by both parties.

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**IN WITNESS WHEREOF**, the parties have executed this Sales Contract on the date first written above.

**Seller:**

Signature: \_\_\_\_\_

**Buyer:**

Signature: \_\_\_\_\_

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

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