

Heaventree Creek Labradors

Alida & Jacob Scheiderer

1187 Substation Rd.

Brunswick, OH 44212

(SAMPLE) Health Guarantee and Sales Agreement

Heaventree Creek Labradors, LTD (Seller) agrees to sell a Limited-AKC registerable Labrador Retriever to below named (Buyer). Buyer has agreed to buy one Limited AKC registerable Labrador Retriever puppy for the purchase price named below, under the terms in this Agreement and described as follows:

Dam and Sire: Heaventree's (DAM) x Heaventree's (SIRE)

Upcoming Pairs: Rapunzel x Bastian (white – med yellow)

Approx GO HOME DATE: Approx June 5th- 7th

Rocket x Lil Godiva (all chocolate):

GO HOME DATE: JULY 2ND-5TH

Star x *Bastian (yellow & black):

GO HOME DATE: JULY 3RD – 6TH

***Bastian is son of a Gold Grand Champion.**

Sex/Color of Puppy:

PICK ORDER: (Note: Each litter could have multiple first picks as we pick based upon color/ sex). So your pick # is based on your chosen sex/ color by order of deposits).

Microchip #:

AKC Reg.# See Form in Folder (Use these to register online with the AKC and set up AKC ReUnite).

Date of birth: (Puppy's Date of Birth)

BUYER Name:

Purchase Price: \$3,000 + Applicable Ohio Sales Tax (+\$500 more for pups sired by Bastian).

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Note: \$200 OFF when you place an Early Deposit (before pups are born). Additional \$300 OFF when you pay in full (refundable if no pups or pups of your chosen sex/ color are not born / avail) before puppies turn 14 days old.

Note: If paying w credit (3.5 percent fee) or Zelle (no transaction fee), make sure you let your bank know to increase your daily limits beforehand, otherwise it can take about an hour to fix while here. You may also pre-pay a few days in advance to avoid any preset limits (recommend if paying via Zelle).

Date of Balance Due: On day of pickup (cash/ zelle) or before pickup if paying w paypal or credit + 3.5 percent processing fee to balance due if paying via PayPal or Credit Card.

Part of the Purchase Price will be paid immediately with this Agreement as a Deposit to guarantee that Seller will hold the Puppy for the Buyer on the specified Delivery/ transfer Date pending Buyer honestly represented themselves as a family home vs Puppy Mill, Broker, etc.

DEPOSIT

We require a \$300-\$500 minimum deposit to hold any puppy. Deposits are generally non-refundable unless other arrangements were made at time of deposit.

The balance is due on or before pickup date. We allow a two-day grace period from pickup date (8 weeks after puppy is born). If you need your puppy boarded past this time, we charge an additional \$35 +tax per day. If your puppy is with us when 2ndshots are due, we will take puppy to the vet for those on your behalf. Generally, there is an additional \$85 fee for vet services for 2nd set of shots . Puppies held by breeder due to health or other reasons are not charged boarding rate.

This transaction will be voided if through some tragic accident the Puppy were to die or otherwise be seriously injured or ill before it goes to its new home then, of course, the deposit will be returned to the Buyer; unless the Buyer wishes to apply the deposit to another puppy, if one is available, or to a puppy from the next available litter. By placing a deposit, you understand and agree to the terms of this agreement.

We accept cash, Venmo, or Zelle OR.PayPal* or Credit with 3.5% fee on total due.

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ADVERTISING:

We advertise through various outlets. You may find pictures of your puppy for much higher prices on other websites but once you place a deposit, you have first right to your chosen puppy**. See Health Guarantee below.

If you decide to sell, dispose or transfer puppy, you must give seller first right of refusal.

DELIVERY OF PUPPY - You agree to pick up your puppy in person from Heaventree Creek Labradors unless other arrangements are made to meet in person elsewhere (airport, etc).

EXTRA SERVICES: Your puppy comes with all services / care outlined under “What Your Puppy Comes With” on HCLABS.US which includes 2 FREE Daycations or Night-Night (\$80 value) & (2) Rover Romps (\$80 value). You will ALWAYS receive **20 percent off Daycations & Night-Night Boarding for life of your puppy (first come / first serve, non-transferrable/ no cash value/ not valid w/ other coupons / discounts) AND 10 percent off Rover Romps & Grooming services for the life of your puppy (non-transferrable / no cash value/ not valid w other coupons/ discounts).

**Must Agree to Heaventree’s Doggie Daycations, LTD and/or Emerald Eyes Cattery, LTD Terms of Service & Indemnification Waiver emailed or texted to you upon sign-up to use services.

HEALTH GUARANTEE:

Example BLURB about vet visit:

(Puppies were seen by licensed vet on xx/xx/xxxx (DATE)

and found by licensed vet to be (info here) usually WNL (within normal limits) in all areas. If puppy has any issues, we write it here.

Fecal Result & treatment, if any:

Second shots are due: xx/xx/xxxx

Health Guarantee:

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THIS ALSO DISCUSSES NONCOVERED CONDITIONS THAT ARE TYPICALLY MILD IN NATURE, including undescended testes in males, recessed vulvas in females due to chubbiness, very mild under or overbites – conditions that typically don't cause issues / require minimal treatment. All conditions applicable to a specific puppy will be noted above, if any.

- Note: one pup w a very mild underbite earned his Advanced AKC Trick Dog certificate before age 9 months. So, we recommend accepting a pup with a minor flaw if it's right for your family, although you will be able to pick based on pick order unless you are last pick. You do not have to accept a pup with minor flaw and can wait until next litter.

We guarantee that you will receive a healthy puppy from Heaventree Creek Labradors at the time of sale. Free from any known serious - defined as untreatable - physical defects or serious congenital diseases for one year from date of puppy's birth. Your puppy will be guaranteed against organ failure, or any debilitating diseases that would cause the dog to lose quality of life at a young age. De-wormings and first immunizations will have been completed and detailed in writing. Our puppies are vet checked and all known issues will be disclosed. Puppies are checked fully at six-seven weeks. Sometimes, male puppies can have undescended testicles at time of purchase. Sometimes they come in and sometimes they do not. If you are purchasing a pet quality and plan to neuter, a puppy with undescended testicles may increase your vet fees to fix the issue at time of neuter. Recessed, hooded vulvas the result of an overly chubby puppy are not covered. Future breedability/ reproduction or performance is not guaranteed for Full reg. And puppies sold on Limited AKC reg are required to be spayed / neutered.

Heaventree Creek's health guarantee does not cover undescended testicles/ reproduction organs and by signing or emailing receipt confirmation, you agree to these terms. In addition, umbilical hernias or very mild under- or overbites that do not affect the puppy are also not covered. At six - seven weeks, vet will check pups for umbilical hernias. It is highly recommended that puppies with umbilical hernias are not bred. Umbilical hernias are not covered under this agreement, but will be disclosed if discovered by a licensed veterinarian at or around seven weeks of age. (We have never had umbilical hernias to date).

It is generally recognized that intestinal parasites (worms, etc.) are common in puppies, and are a part of a puppy's early development but we will make every effort to prevent parasites. We deworm puppies anyway at two, four, and six weeks, as preventative measures. (We have never had worms. We have had Coccidia in the past – one-celled organism and we immediately treat it so they have had full course (10 days) of medication prior to going home. In the event of a delay in seeing the vet prior to 10 days, you can opt to pickup puppy and continue with scheduled medication, if necessary, so the puppy receives full 10-day course.

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Buyer agrees to ensure vet properly records puppy's microchip # for all related vet services.

Buyer will continue parasite testing and treatment (if necessary) with their veterinarian. The buyer agrees to keep the puppy healthy, maintain and stay current with all puppy vaccinations, spay / neuter at appropriate time prior to 14 months of age, provide periodic Veterinarian checks including an initial examination within the first three days after delivery, unless you affirm our vet's findings and agree to wait until next scheduled vet visit (xx/xx/xxxx). - approx when 2nd set of shots are due), and return a copy of their vet's report to Heaventree Creek within seven days or it nulls and voids the health guarantee.

Genetic defects that adversely affect the health and welfare of your puppy are covered by this guarantee for one year, including (but not limited to) hips (moderate / SEVERE OFA rating or unfavorable PeNNHIP showing dysplasia), eyes (blindness from congenital defect covered) and heart (Heart Murmurs I and II are excluded from coverage unless diagnosed by 8 weeks & prearrangements created by Buyer / Seller). A written examination from a veterinarian must state that genetic defect exists, is SEVERE to adversely affect the health and well-being of your pet, and be accompanied by x-rays and other testing as appropriate. Buyer must make Seller aware immediately (within 48 hours) if any problems are found by their Veterinarian and microchip # must be recorded in vet record for all vet contacts.

It is up to Breeder whether to extend, cover, or consider any ailments due to strictly congenital factors past one-year of age.

Genetic Disorders under the comprehensive Embark Panel are covered for Lifetime. Replacement pup + \$1,000 should 1 ever acquire / be affected by any of the listed Embark genetic disorders – Embark DNA test showing affected status conducted by a licensed vet's w pup's microchip recorded will be proof – and must match for their parents DNA – in order to receive replacement puppy / monetary benefit.

TREATABLE CONDITIONS:

In the event a puppy is found to have a treatable condition around time of pickup, breeder will keep puppy for the number of days required for treatment and ensure puppy receives all vet-prescribed medications to rectify the condition(s) prior to going home, not to exceed 3 weeks, unless Buyer opts to treat puppy themselves by taking possession of the puppy.

EXCEPTION: The above clause re: vet visit can be extended to the next scheduled vet visit (xx/xx/xxxx) if you feel there are no further issues with puppy and you are willing to accept and affirm our vet's findings/diagnosis. Waiting to see vet doesn't give up your right if something obvious was missed (heart

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murmur, etc.) and found at next scheduled appt. Note: We've only had 1 pup with a heart murmur diagnosed and at 7 weeks old in 14 years of breeding so it's very rare.

LIFETIME GUARANTEE to NEVER development:

Centronuclear myopathy (CNM), Congenital Macrothrombocytopenia, Canine Elliptocytosis, Pyruvate Kinase Deficiency, Degenerative myelopathy, Exercise-induced collapse, Hereditary nasal parakeratosis, Progressive Retinal Atrophy, Golden Retriever Progressive Retinal Atrophy II, Progressive Retinal Atrophy CRD4/ Cord 1, Acromatopsia, Macular Corneal Dystrophy, Narcolepsy, Myotubular Myopathy, Congenital Myasthenic Syndrome, Retinal dysplasia/Oculoskeletal dysplasia I, Skeletal dysplasia, and 215 other conditions found / known in canines via Embark panel.

Buyer agrees to keep their puppy at home and away from other dogs, public places and parks. And will use care in allowing others from outside their home to pet or interact with the puppy. New owners should not enroll the puppy in obedience training classes until all immunizations are completed, usually at 16-20 weeks of age, according to the veterinarian's schedule. This is to protect the puppy from exposure to parvovirus and other infectious illnesses. We recommend that if you recently purchased a new home within the last two years, that you spray your yard with a mild bleach solution as well as clean and sanitize your home surfaces. Puppies are not protected from parvo (even with shots) until they are almost 16-20 weeks of age. We are not responsible if your puppy develops Parvo as we are a closed kennel that takes many precautionary measures to guard against it. There are some exceptions and that would be if any of our dogs / puppies would test positive or if environment is swabbed after an outbreak to determine if source was from here. Note: We've never had parvo to date NOR has any of our puppies who went home and none have ever been reported as developing it.

We are going to start small scale boarding but that will occur in separate areas / location from our breeding dogs / puppies to ensure you receive a healthy puppy.

Note: We have never had any diseases / illnesses since we began breeding in 2009.

Diagnostics to determine a severe or debilitating condition as described within the Health Guarantee covering genetic and congenital disorders are not covered unless they along with vet's confirmation show that such a condition exists per definition found within the language of the Health Guarantee.

Breeder has right to inspect records and get a second opinion from a licensed vet at Breeder's expense. If a full refund is expected, buyer agrees to return puppy unless other acceptable arrangements are expressed by breeder/ buyer. We likely would not require return of puppy if you're going to treat / care

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for it... we would only require return if we have reason to believe you do not have the dog's best interest at heart.

The One-Year Health Guarantee Options are #2 and #3, at request of Buyer, unless Buyer wants option #1. Contingent upon all other terms / conditions met.

1. Offer a replacement pup within six months or as soon as one is available.
2. Offer to pay vet bills totaling up to the cost of the puppy. Diagnostics & vet must show that a severe or debilitating condition exists. We do not pay for diagnostics upfront and reimburse for only conditions shown from that diagnostic.
3. Refund cost of puppy within three months or refund balance of diagnostics paid up to cost of puppy. See above regarding diagnostic testing.

Seller reserves the right to inspect pet and all pet records. Buyer agrees not to run, jump, or have the puppy perform other forms of strenuous exercises until pup is 18-months old and fed puppy a high-quality dog food, such as IAMS LARGE BREED PUPPY (Chicken and Rice) OR similar LARGE BREED PUPPY food. Buyer agrees to maintain appropriate weight and not allow the puppy to become obese or overweight. Overweight or obese dogs will void this contract (including two-year hip dysplasia guarantee). Hip dysplasia guarantee covers your puppy until age twenty-four months. At twenty-four months, it is advisable if you suspect hip dysplasia to have your dog X-rayed and submitted to OFA or PENNhip if sooner than twenty-four months. Limited to replacement pup should your puppy receive a MODERATE - SEVERE rating. Please notify us immediately at heaventree@hclabs.us

TRAINING

We use voice training with each puppy, as well as Early Neurological Stimulation. There is no guarantee what your puppy will learn, but we do work with each puppy *at least twice* daily and begin housebreaking at three to four weeks (pad training) and then start housebreaking practice between 5.5-6.5 weeks, weather permitting.

TEMPERAMENT

Our breeding adults were carefully selected for their temperaments, intelligence, and obedience. There is no guarantee of your pup's temperament and we encourage you to work

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with and continue to socialize your dog. We do disclose your pup's temperament characteristics to the best of our ability at time of pick and pickup and socialize puppy with our own dogs and people.

ORAL ARRANGEMENTS

This agreement is binding and replaces any oral, verbal, or previous email agreements. Receipt and response via email constitutes acceptance of the terms/ conditions found herein. If you placed a deposit prior to receiving this agreement, you have 24-hours to decline acceptance of the additional contractual terms based upon date of initial email of this document. Initial verbal / text contractual obligations in which initial deposit was placed will remain in effect.

RIGHT OF RECOVERY OR PLACEMENT Should the Buyer find themselves unexpectedly in a circumstance that prevents them from being able to properly care for the puppy (or dog), Buyer agrees that we will be contacted first and given first rights to the Puppy. Puppies that are returned for reasons outside the scope of this Health agreement will not automatically receive a full refund. Refunds are subject to health, how old puppy is, subject to new vet visit, quarantine period before being resold, and any retraining if needed as well as subject to rehoming fee paid by next owner, so ultimately at the discretion of breeder based upon time involved with any re-training / re-homing.

If the dog is to be sold, Seller will be given right of first refusal. Buyer agrees that the Puppy or adult dog will not under any circumstances be placed in a dog pound or rescue center and returned to Heaventree Creek Labradors/ Breeder's possession should you not be able to keep puppy for any reason at your expense to return puppy. This provision is to ensure that the Puppy will not end up homeless or destroyed.

IDEMNIFICATION/ Hold Harmless Agreement: You agree to idemnify and hold harmless Heaventree Creek Labradors, LTD, its owners, heirs, assigns, employees, contractors and volunteers for any and all injuries, including death from potentially hazardous conditions both known and unknown in, around, and on property, or other meet up settings, including public places, including slips / falls from weather conditions, hazards, uneven / unlevel ground, puppy/ dog nips, bites, and scratches, splinters from exposed wood/ fences, and any other

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hazard both visible or hidden. You agree to use caution when entering / existing property and interacting with dogs and/ or puppies while on the property located at 1187 Substation Rd. Brunswick Ohio 44212.

Other warranties: No other warranties or guarantees exist, expressed or implied.

This written Agreement contains all of the terms of this Puppy Deposit and Sales Agreement. To ensure that the Buyer can immediately reserve the Puppy of their choice, Buyer and Seller agree that this Agreement is in full force by virtue of Email exchange of completed copy of this agreement between Seller and Buyer. All disputes are subject to resolution in the Seller's domicile located in Medina county, OH.

AGREED, including Indemnification / Hold Harmless Agreement :

Buyer Signature _____ Date _____

Seller Signature _____ Date _____