

Heaventree Creek Labradors, LTD

Health Guarantee & Sales Agreement

Breeder: Alida Scheiderer
1187 Substation Rd.
Brunswick, Ohio 44212
(330) 844 – 6014
Heaventree@hclabs.us

Heaventree Creek Labradors, LTD (Seller) agrees to sell a Limited-AKC registerable Labrador Retriever to the below named (Buyer).

BUYER NAME & DEMOGRAPHICS:

Buyer has agreed to place a *Non-Refundable Deposit to buy one Limited AKC registerable Labrador Retriever puppy for the purchase price agreed upon at time of deposit and any changes or additional services / supplies requested via text under the terms in this Agreement and described as follows:

Purchase Price: \$\$\$\$\$ + 6.75 percent Ohio Sales Tax + any fees (cc processing fees / or Out of State Health Cert fee) + boarding past pickup date, if applicable; minus any discounts (service-related / Friends/ Family, Return Customer) and deposit.

DEPOSIT: We require a \$300 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 2nd shots 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.

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PUPPY'S INFO:

Dam and Sire: Agreed upon when *non-refundable deposit placed. **See “Upcoming litters” document to view which breeding pairs are coming due and expected color of puppies.

Sex/Color of Pup: Agreed upon at time of deposit.

Microchip #: TBA

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

Date of birth: TBA

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. and a healthy puppy of their chosen sex / color is available.

PICK ORDER & FIRST PICK FEES: Order of deposit determines Pick Order. All First Picks are \$200 more and are by sex & color.

TOTAL DUE: includes cost of puppy plus OHIO SALES TAX (6.75 percent) plus any addtl fees: \$50 Out-of-State Health Certificate, if applicable), \$35 per boarding after pickup date/ 2 day grace period, and any additional purchases: food, crates, toys, grooming supplies, etc., credit card processing fees,

BALANCE DUE (at pickup): TOTAL + (.0675 Sales Tax) minus deposits or payments AND any Credit Processing/transaction fees.

CREDIT TRANSACTION FEES:

3.5 percent for CC, Paypal, & Venmo

Only \$5 transaction fee with Zelle. Since Zelle has daily limits, contact your bank ahead of time to know yours (typically \$1500 - \$2,000) and pay half 1 day prior to pickup and the balance day of pickup.

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NO CHECKS ACCEPTED FOR PICKUP. MUST BRING LICENSE WHEN PAYING WITH CREDIT.

Considered PAID IN FULL upon transfer of puppy from Heaventree to approved Buyer, which also constitutes as a receipt AND agreement to sign and complete our Heaventree Creek Labradors, LTD Puppy Sales Agreement upon request whether before or after puppy is transferred to Buyer. Since this contract is posted on our website at HCLABS.US under “What Your Puppy Comes With” with link to Heaventree’s Health Guarantee & Sales Agreement, in the event it remains unsigned due to refusal to sign 30 days after puppy transfers to Buyer, puppy will be returned to Heaventree at Buyer’s expense with no further obligation to refund any costs associated with puppy unless Buyer signs contract before this occurs.

WHAT YOUR PUPPY COMES WITH:

Structured housebreaking practice 6-8 weeks, Early Neurologic Stimulation, learning a handful of commands for an easier training foundation, lots of socialization, love, & caring, weekly nail trims

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 as long as no misrepresentation exists.

FIRST RIGHT OF REFUSAL:

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, LTD 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 **1 FREE Daycations or Night-Night & *(1) Rover Romps (as long as we are doing extra services / store). You will ALWAYS receive **10 percent off Daycations & Night-Night Boarding for life of your puppy (first come / first serve, non-transferrable/ no cash value/ not valid w/ other

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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). Also, receive special, discounted pricing as a Heaventree owner in our on-site store for the life of your puppy (contingent upon as long as we are able to do it) which gives you anywhere from 10 – 50 percent off dog food, crates, grooming supplies, toys, leashes/ collars, pet beds, etc.

****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.**

PET INSURANCE: Your puppy also comes with 30 days of FREE AKC Pet Insurance for Accident / Illness. Must register pup to receive FREE insurance. You agree to maintain Pet Insurance of your choice that covers whole dog / puppy w/ no exclusions for health issues associated with the Labrador breed in general from at least age 4 months – 14 months of age for this guarantee to remain in force.

OUT OF STATE: You agree to pay an additional \$75 fee (if applicable) for required Health Certification if deposit is placed after 6 weeks of age and \$50 if deposit is placed prior to 6 weeks. This usually requires us to take pup back to vet for additional paperwork for State to State transfer. Also, if out of State, you agree to return puppy to us in the event you can no longer care for or keep puppy for any reason at your own cost.

HEAVENTREE CREEK LABS LIFETIME GUARANTEE to NEVER development: Centronuclear myopathy (CNM), Congenital Macrothrombocytopenia, Canine Elliptocytosis, Pyruvate Kinase Deficiency, Degenerative myelopathy, Exercise-induced collapse EIC), Hereditary nasal parakeratosis, Progressive Retinal Atrophy (PRA-CD), Golden Retriever Progressive Retinal Atrophy II, Progressive Retinal Atrophy CRD4/ Cord 1, Acromatopsia, Macular Corneal Dystrophy, Narcolepsy, Myotublar Myopathy, Congenital Myasthenic Syndrome, Retinal dysplasia/Oculoskeletal dysplasia I, Skeletal dysplasia, and 215 other conditions found / known in canines via Embark panel.

NON-COVERED CONDITIONS:

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THIS SECTION DISCUSSES NON-COVERED CONDITIONS THAT COULD OCCUR IN PUPPY LITTERS THAT ARE TYPICALLY MILD IN NATURE, REQUIRING NO FIX OR ARE FIXED EASILY OR COMMONLY KNOWN BY VETS TO BE NONISSUES, AND WOULD NOT AFFECT PET OR CAUSE UNDUE HARDSHIP ON OWNER, including but not limited to: undescended testes in males, recessed vulvas in females due to chubbiness, slight or mild hooded vulvas, very mild under- or over- bites – conditions that typically don't cause issues / require minimal treatment or no treatment. All conditions applicable to a specific puppy will be noted above, if any.

We recommend accepting a pup with a minor flaw if it's right personality 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 puppy with a major flaw or one that could cause undue hardship, and if you do, we would add additional supports specific to that puppy's condition.

MICROCHIP:

All of our puppies are microchipped by a licensed vet. You need to register their microchip with the AKC as soon as possible.

In the event that a microchip is missing on GO HOME date, we will either provide you one or reimburse you once pup is microchipped by your vet.

IMPORTANT: Buyer AGREES to ensure vet properly records puppy's microchip # for ALL related vet services in order to receive any future reimbursements should a coverable issue arise.

FUTURE CONTRACTUAL CHANGES, ADDITIONS, DELETIONS, FIXES:

You agree to abide by future changes to Heaventree's Health Guarantee & Sales Agreement as reasonably possible when: newer research suggests / advises something different or adds to it, deletions/ additions when it doesn't affect the overall intent of the contract or builds on previous knowledge, topics rearranged to make it more readable, more easily understood, rules / laws change requiring a different approach, or wording fixed where errors exist.

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HEALTH GUARANTEE:

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.

DEWORMINGS/ IMMUNIZATIONS:

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.

NON-COVERABLE REPRODUCTION / ORGANS:

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 pup under this spay/neuter contract, a puppy with undescended testicles may increase your vet fees slightly to fix the issue at time of neuter. (Note: this is rare).

Recessed, hooded vulvas that are mild in nature or recessed 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 rag are required to be spayed / neutered.

SPAY / NEUTER: MALES are required to be neutered between 9-14 months of age and females 12 – 15 months of age. Neutering / spaying before 12 months of age voids hip / elbow guarantee as research has proven a strong correlation between early spays and higher incidence of joint disorders. Heaventree Creek's health guarantee does not cover undescended testicles/ reproduction organs and by signing or emailing receipt confirmation, you agree to these terms.

UMBILICAL HERNIAS / SLIGHT/MILD UNDERBITES

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

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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).

PARASITES:

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, fleas, ticks, or Giardia. In the event a parasite or protozoa are found during fecal exam, we will treat puppy per vet recommendations and if not transmissible to humans, you can also opt to treat at home with provided treatments, given minor issues, if treatment would exceed pickup date.

BUYER RESPONSIBILITY:

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 15 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, which is 3 weeks after pups reach 6.5 weeks of age 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.

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 fully protected from parvo (even with shots) until they are almost 16-20 weeks of age.

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ONE YEAR HEALTH GUARATEE CONT:

Both Genetic & congenital 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 via PRELIMS if under 24-months or unfavorable PeNNHIP showing dysplasia), eyes (blindness from congenital defect covered) and heart (Heart Murmurs I and II are excluded from coverage because they are typically considered a nonissue) unless they move to Grades III to V. If a puppy is diagnosed with a Level I heart murmur, puppy will be kept by the breeder for several weeks to ensure issue is mild (not going to worsen to Grade III or correct itself).

For any claims, a written examination from a veterinarian must state that genetic or congenital 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.

EXTENDED COVERAGE:

It is up to Breeder whether to extend, cover, or consider any ailments due to strictly congenital/genetic factors past one-year of age that are not part of Embark's comprehensive DNA panel.

Genetic Disorders under the comprehensive Embark Panel are covered for Lifetime. Puppy is guaranteed to never acquire any of the canine genetic conditions listed under the Embark panel.

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 (3 weeks from last) 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 murmur, etc. that would adversely affect puppy) and found at next

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

PARVO:

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. Note: We have never had any diseases / illnesses, parasitic worms, fleas or ticks since we began breeding in 2009. We have had Coccidia as explained above.

DIAGNOSTICS & REIMBURSEMENT FOR COVERABLE EVENT:

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, pet, 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 for it... we would only require return if we have reason to believe you do not have the dog's best interest at heart. Or may require a temporary return to have issue resolved for unusual symptoms / ailments.

The One-Year Health Guarantee Options are #2 and #3, at request of Buyer / Seller Agreement, 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 after insurance coverage pays their share. 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.

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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.

HIP DYSPLASIA GUARANTEE:

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 Victor Canine Elite Large Breed or 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. 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. Puppies over 4 months of age can get OFA PRELIMS completed. 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 with and continue to socialize your dog. We do disclose your pup's temperament at time of pickup 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.

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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.

IMMUNITY FROM LIABILITY:

Dog Breeding & boarding falls under Agriculture & activities associated fall under Agritourism. Section 901.80 grants immunity from liability for agritourism providers & associated activities under Ohio Law. The required signage is placed at entrance which validates this rule. Please take note of it before entering/engaging in agritourism activities.

INDEMNIFICATION/ HOLD HARMLESS

Agreement: You agree to indemnify 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 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

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Puppy of their choice, Buyer and Seller agree that this Agreement is in full force by virtue of Email or text exchange of agreement and / or of a completed copy of this agreement between Seller and Buyer and / or final exchange of puppy to 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 _____