



Puppy/Dog Purchase Agreement & Health Guarantee

This Puppy/Dog Purchase Agreement & Health Guarantee ("Agreement") is entered into as of _____ ("Effective Date") between Miss Cindy's Doodles, LLC, by Cindy Anne Broz ("Breeder"), and _____ ("Buyer"). The subject of this Agreement is the dog described below ("Dog").

NAME / CALL NAME	
SEX / DATE OF BIRTH	
COLOR / IDENTIFYING MARKS	
MICROCHIP	
GANA LITTER / PUPPY REGISTRATION	
DAM / GANA #	
SIRE / GANA #	

1. Purchase Price, Sales Tax, and Transfer

Purchase Price. The base purchase price is \$4,500, plus applicable sales tax. Prior reservation and progress payments are credited toward the base purchase price. Any agreed transportation or delivery charge is additional.

Payment and Transfer. The remaining balance, applicable sales tax, and any agreed delivery charges must be paid as directed by Breeder before transfer. Ownership transfers to Buyer only after full payment and physical transfer of the Dog, and never before the Dog reaches eight weeks of age.

Pre-Transfer Payments. No pre-transfer payment is designated or treated as a nonrefundable deposit. If the transaction is cancelled before transfer, refunds and any lawful offsets will be handled in accordance with the Reservation Agreement and applicable law.

2. Companion Placement, Registration, and Microchip

Companion Only. The Dog is sold solely as a companion/pet and without breeding rights. Any GANA registration provided by Breeder will reflect non-breeding or limited status to the extent GANA's registration system permits.

Microchip. The Dog will be transferred with a microchip. Buyer will promptly register the microchip in Buyer's name and keep the contact information current. Buyer authorizes Breeder to remain listed as a secondary or breeder contact when the microchip registry permits.

3. No Breeding and Spay/Neuter Requirement

Breeding Prohibited. Buyer shall not intentionally or negligently permit the Dog to reproduce, be bred, be used for artificial insemination, or be used for collection or transfer of reproductive material. Payment of damages or any other remedy does not purchase breeding rights.

Sterilization. Buyer will have the Dog surgically spayed or neutered by a licensed veterinarian no later than 18 months of age and will provide Breeder proof of sterilization within 14 days after the procedure. If a licensed veterinarian recommends delaying sterilization for a documented medical reason, Buyer will promptly notify Breeder and provide the recommendation; Breeder will reasonably extend the deadline when appropriate.

Remedies for Unauthorized Breeding or Failure to Sterilize. Unauthorized breeding or an unjustified failure to sterilize is a material breach. Breeder may seek all remedies available under law, including injunctive relief, return or rehoming of the Dog through lawful process, and recovery of actual, reasonable damages that Breeder can prove were caused by the breach. This Agreement does not impose a fixed penalty or create breeding rights.

4. Breeder's Pre-Transfer Health Obligations

Veterinary Examination and Records. Before placement, Breeder will have the Dog examined by a licensed veterinarian and will provide available vaccination, deworming/fecal, microchip, and veterinary records. Breeder will disclose known health conditions as required by applicable law.

California Documents. For a purchaser located in California, Breeder will provide the written sale disclosure required by California Health and Safety Code section 122226. When the Polanco-Lockyer Pet Breeder Warranty Act applies, Breeder will also provide the statutory breeder disclosure and separate Notice of Rights required by California Health and Safety Code sections 122050 and 122100.

5. 72-Hour Initial Health Guarantee

Buyer Examination. Buyer agrees to have the Dog examined by a licensed veterinarian within 72 hours after taking physical possession. This examination is strongly encouraged even when not required by law.

Additional Contractual Remedy. If that veterinarian states in writing that the Dog has a serious illness or condition that existed before delivery and renders the Dog unfit for purchase, Buyer will notify Breeder promptly and provide the veterinarian's written findings. As an additional contractual remedy, Buyer may return the Dog and choose either (a) a refund of the purchase price and sales tax, or (b) a replacement puppy of equivalent value when one is available. This 72-hour remedy does not limit any greater right or remedy provided by law.

No Waiver of Statutory Rights. Failure to obtain the 72-hour examination may affect only this additional contractual 72-hour remedy. It does not waive any right that cannot legally be waived, including rights that may apply under California law for preexisting illness, congenital conditions, or hereditary conditions.

6. Two-Year Contractual Genetic Health Warranty

Warranty Period. Breeder provides a contractual warranty through 24 months of age against a life-inhibiting congenital or hereditary condition that materially and permanently impairs the Dog's normal function, is expected to significantly shorten the Dog's life, or requires substantial nonelective medical or surgical treatment.

Examples. Covered conditions may include hereditary hip dysplasia and clinically affected inherited disorders such as Degenerative Myelopathy, Neonatal Encephalopathy with Seizures (NEWS), hereditary progressive retinal atrophy (including PRA1, PRA2, and PRCD-PRA), or von Willebrand disease, when the diagnosis and clinical impact meet the definition above. A carrier or genetic-risk result without clinical disease is not, by itself, a covered condition.

Diagnosis. A claim must be supported by a licensed veterinarian and appropriate diagnostic records. For orthopedic claims, Breeder may request review by a board-certified veterinary radiologist or veterinary orthopedic specialist. Breeder may request a second opinion from a licensed veterinarian of Breeder's choice at Breeder's expense.

Contractual Warranty Exclusions. This contractual two-year warranty does not cover conditions caused primarily by trauma, accident, abuse, neglect, obesity, or another acquired cause; infectious disease; internal or external parasites; routine or minor conditions; cosmetic variation; allergies or skin sensitivity; or conditions that do not meet the life-inhibiting standard above. A condition is not excluded merely because Breeder recommended a particular food, supplement, or exercise practice. Any mandatory statutory warranty rights remain unaffected.

Claim Notice. Buyer will notify Breeder promptly after learning of a suspected covered condition and will provide relevant veterinary records and diagnostic reports. Buyer will cooperate with a reasonable request for a second opinion.

Warranty Remedy - No Return Required. For a covered condition under this contractual two-year warranty, Buyer is not required to return the Dog. Buyer may choose either: (a) a replacement puppy of equivalent value from an available or future litter, with Breeder making a good-faith effort to provide the replacement within 12 months; or (b) monetary assistance equal to at least 50% of the original base purchase price, or reimbursement of documented reasonable veterinary expenses related to the covered condition up to 100% of the original base purchase price, whichever is greater, with total contractual monetary assistance capped at 100% of the original base purchase price. Transportation costs are not included.

California Statutory Remedies. If California's Polanco-Lockyer Pet Breeder Warranty Act applies to the sale and provides Buyer a remedy that is different from or greater than this contractual warranty, Buyer may elect the statutory remedy. Nothing in this Agreement limits or waives those statutory rights.

7. No Guarantee of Coat, Size, Appearance, or Temperament

Predictions, Not Guarantees. Breeder uses pedigree, genetics, health testing, and observed traits to make placement and breeding decisions, but does not guarantee adult weight, height, color, markings, coat texture, curl, shedding level, allergy compatibility, or temperament. Breeder does not guarantee hypoallergenic qualities or a non-shedding coat. Individual traits can change as the Dog matures.

8. Buyer's Care Obligations

General Care. Buyer will provide humane indoor companionship, safe housing, proper nutrition, appropriate exercise, grooming, training, and veterinary care throughout the Dog's life.

Veterinary Care. Buyer will provide routine examinations, age-appropriate vaccinations or veterinarian-directed titers, parasite prevention/treatment appropriate to the Dog and region, and prompt care for illness or injury.

Healthy Body Condition and Injury Prevention. Buyer will maintain the Dog at a healthy body condition and provide age-appropriate exercise. Breeder may provide recommendations intended to reduce orthopedic injury risk, but compliance with a particular exercise schedule is not a condition of the two-year genetic health warranty unless a veterinarian determines that Buyer's conduct caused the condition at issue.

Food and Supplements. Breeder may recommend foods and supplements used in Breeder's program. Buyer is encouraged, but not required, to purchase or use a particular brand of food or supplement as a condition of the two-year genetic health warranty.

9. Rehoming, Transfer, and Right of First Opportunity

Contact Breeder First. If Buyer can no longer keep or care for the Dog, including because of death or incapacity, Buyer or Buyer's representative will contact Breeder before selling, surrendering, or permanently transferring the Dog. Breeder will have the first opportunity to accept return of the Dog or to assist in approving an appropriate new family.

No Commercial or Shelter Placement. Buyer will not sell or transfer the Dog through a commercial broker, wholesaler, pet store, catalog seller, research facility, auction, or similar commercial channel, and will not voluntarily surrender the Dog to a shelter or rescue without first making reasonable efforts to contact Breeder, except when immediate surrender is necessary to protect the Dog's safety.

Approved Rehoming. If Breeder does not accept return, Buyer may rehome the Dog with Breeder's prior written approval, which will not be unreasonably withheld when the proposed placement is safe and appropriate. Any transfer outside the United States requires Breeder's prior written approval. No refund is guaranteed upon rehoming or return, although Breeder may voluntarily provide one after deducting reasonable costs.

10. Communication and Health Information

Updates. Buyer will keep Breeder's contact information current, respond reasonably to breeder inquiries, and notify Breeder of major hereditary, congenital, or behavioral health concerns that may be relevant to the breeding program. Buyer will notify Breeder upon the Dog's death and, when known, provide the cause.

11. Mistreatment and Material Breach

Animal Welfare. Abuse, neglect, abandonment, unauthorized breeding, or other conduct that materially endangers the Dog constitutes a material breach. Breeder may seek lawful injunctive relief, surrender or return of the Dog, and other remedies available by law. Nothing in this section authorizes trespass or self-help seizure.

Warranty Causation. A Buyer's breach does not automatically void all warranties. A contractual warranty claim may be denied only to the extent the breach caused or materially contributed to the condition at issue. Nonwaivable statutory rights remain unaffected.

12. Dispute Resolution

Negotiation and Mediation. Except for urgent requests for injunctive relief, small-claims matters, or a statutory remedy that applicable law allows to proceed directly, the parties will first attempt in good faith to resolve a dispute through direct discussion and then through mediation with a mutually agreed mediator before filing a civil action. Mediation communications will be confidential to the extent provided by California law and any mediation agreement.

No Speech Waiver. Nothing in this Agreement restricts either party's lawful right to make statements, reviews, or reports about the other party, the Dog, or the transaction. Confidentiality applies only where provided by law or separately agreed for mediation or settlement communications.

13. Governing Law and Miscellaneous

Governing Law. California law governs this Agreement, without waiving any mandatory law of another jurisdiction that applies to the transaction. Venue and jurisdiction will be determined as provided by applicable law.

Entire Agreement; Severability. This Agreement, together with any signed Reservation Agreement and required sale disclosures, contains the parties' agreement concerning the Dog. A change must be in writing and signed by both parties. If a provision is unenforceable, it will be limited or severed to the minimum extent necessary while the remainder remains effective.

Electronic Signatures. Electronic signatures and counterparts are permitted and have the same effect as originals to the extent permitted by law.

Acknowledgments at Transfer

☐ Buyer received the Dog's vaccination/deworming/veterinary records.

☐ Buyer received the California Puppy Sale Disclosure, if applicable.

☐ Buyer received and reviewed the separate California Notice of Rights, if applicable.

☐ Buyer received available GANA registration information/certificate.

BREEDER

Cindy Anne Broz, for Miss Cindy's Doodles, LLC

Signature: _____

Date: _____

33084 Corte Ganso, Temecula, CA 92592

BUYER

Name: _____

Signature: _____

Date: _____

Address: _____