

Bri Rasmussen, Owner
1195 Short Drive
River Falls, WI 54022
bri@kinnigoldendoodles.com
605 – 237 – 9082
www.kinnigoldendoodles.com
State of WI Licensed & Inspected: 514397-DS

HEALTH GUARANTEE & PURCHASE CONTRACT

<u> 301aenaooaies</u> .	and the seller <u>Brianna Rasmussen, Kinnickinnic (</u>	nis is a legally binding contract with the buyer(s),
	ADOPTION FEE:	BUYER NAME:
\$600	NON-REFUNDABLE DOWN PAYMENT:	BUYER ADDRESS:
	PAID ON:	BOTEN ADDINESS.
	BREEDING RIGHTS:	BUYERS PHONE NUMBER:
	SNUGGLE PUPPY:	LITTER:
	BOARDING FEE:	BREED:
	TRANSPORTATION FEE:	PUPPY NAME:
	LATE PAYMENT FEE:	DOB:
	SALES TAX:	SIRE'S NAME:
	REMAINING BALANCE DUE DATE:	DAME'S NAME:
	REMAINING BALANCE DUE:	POSSESSION DATE:

This purchase contract states that the buyer(s) agrees to the terms, policies and procedures provided herein by Brianna Rasmussen, Kinnickinnic Goldendoodles. If the buyer(s) does not adhere to the policies and procedures stated in the Health Guarantee and Purchase Contract, it will become void.

PURCHASE/ADOPTION AGREEMENT: The Buyer(s) understands and agrees that a down payment of \$600.00 is required to reserve a Kinnickinnic Goldendoodle and is NON-REFUNDABLE for any reason. The down payment is litter or puppy specific and applies ONLY to the litter or puppy that the reservation is made for as indicated herein. The buyer(s) is allowed to transfer their down payment ONE TIME to an immediately subsequent or available litter or puppy. Additional non-refundable down payments WILL BE REQUIRED for the buyer(s) to extend their contract to subsequent litter waiting lists or puppies beyond the 2nd litter/puppy down payment transfer. ONLY ONE litter list or puppy reservation transfer will be granted per non-refundable down payment. Final payment is due one week prior to the puppy's scheduled possession day. If a 2nd reserved puppy/litter is declined, the buyer(s) understands that they forfeit their non-refundable down payment. If the buyer(s) is late in submitting final payment, a late fee will be charged. Once the buyer(s) picks up their puppy, they assume responsibility for the puppy and ownership is transferred to them. The adoption fee +tax becomes NON-REFUNDABLE at that time.

SALES TAX: A 5.5% sales tax must be collected by the seller from the buyer(s) per the state of Wisconsin's rules and regulations.

ADOPTION FEE: The Buyer(s) is expected to pay the current litter and years' pricing for their puppy. If the buyer(s) is provided with their reserved litter or puppy by the seller and the buyer(s) requests to move to a subsequent litter at a different price point, the adoption fee will be adjusted to match the current litter and years' price point. **ONLY EXCEPTION**: we did not have a puppy for you to choose from in a prior years' price point.

PAYMENT FEES: Kinnickinnic Goldendoodles can accept payments through Venmo, PayPal, Cash App or Zelle. The Buyer(s) is responsible to know how their payment app account is set up and how fees work in the accepted apps. Any fees incurred by submitting payment to Kinnickinnic Goldendoodles through these apps is the responsibility of the Buyer(s). The seller will not be responsible for any fees incurred in the payment process for a Kinnickinnic Goldendoodle.

BOARDING FEE: The buyer(s) agrees to collect their puppy on the scheduled possession date. If it becomes necessary for the seller to keep the puppy past the possession date, a boarding fee will be required to cover the puppy's care. Kinnickinnic Goldendoodles charges a \$50 + tax boarding fee per day to care for puppies past their possession date. The seller does not imply or intend to imply that they will be available for boarding in every situation. Availability for boarding is up to the seller's discretion.

SNUGGLE PUPPY: A Snuggle Puppy can be of great help to a new puppy as they transition into a new home. The soft fur, warm heat pack and "beating heart" of the Snuggle Puppy mimics another puppy and brings comfort to your new pup. The seller carries these awesome transitioning tools at our kennel and can include them in the Buyer(s) puppy's going home bag if requested. The Buyer(s) is responsible to pay the sellers \$30 +tax fee for a Snuggle Puppy.

LICENSING: The seller is licensed, inspected and in compliance with the state of Wisconsin and makes every effort to ensure that the puppy is healthy at the time of transfer. We will not allow a puppy to leave our home until (a) they are 7 weeks old per state of WI rules and (b) we are certain that the puppy is ready for the trip to your home and has passed a licensed veterinary health inspection, is free from illness and is eating quite well on its own.

LITTER TIMING: The seller will provide a puppy to the buyer(s) in as timely a manner as possible. Litter timing estimates are given to the buyer(s) to the best of our knowledge and ability. The seller does not guarantee these estimates and the buyer acknowledges that they must be flexible with the timing of when litters are born and consequently ready for their new homes. **The buyer acknowledges that there is no "by date" guarantee intended or implied in this contract**. The buyer does agree to complete the adoption of their puppy when the litter that the reservation has been made for is ready for new homes at 7 weeks old. The buyer understands that they will forfeit their non-refundable down payment should they prematurely back out of their reserved litter **for any reason** OR reject an offered puppy from the litter they made reservation on **for any reason**.

SPAY/NEUTER AGREEMENT: This puppy is being sold by the seller and purchased by the buyer(s) as a pet-quality/companion dog ONLY. The buyer(s) agrees to have the dog spay/neutered when appropriate. The seller recommends that the buyer make an informed decision on when to spay/neuter their new puppy. The seller recommends that the buyer wait until puppy is at least a year old or full-grown body structure is accomplished before performing this procedure, whether male or female puppy is owned. The research cited suggests premature spay and neutering can increase the risk of incomplete joint regulation and cartilage formation, hip dysplasia, cruciate ligament tears, hypothyroidism, Addison's Disease, Diabetes Mellitus, Cushing's Disease, and other endocrine system diseases, urinary incontinence, fearfulness and aggression, and cancers. Spaying/Neutering your pet is considered major surgery and requires anesthesia. We encourage you to read the articles below and information that the seller has provided, talk with your vet and make an informed decision for your goldendoodle. THE SELLER WILL NOT BE HELD RESPONSIBLE FOR OR COVER ANY MEDICAL EXPENSES THE BUYER MAY INCUR FOR ANY OF THESE DISEASES OR PHYSICAL ISSUES LISTED HEREIN IF THE DOG HAS BEEN SPAYED PRIOR TO ONE YEAR OLD.

- 1. Torres de la Riva G, Hart BL, Farver TB, Oberbauer AM, Messam LLM, Willits N, et al. (2013) Neutering Dogs: Effects on Joint Disorders and Cancers in Golden Retrievers. PLoS ONE 8(2): e55937. https://doi.org/10.1371/journal.pone.0055937
- 2. Hart BL, Hart LA, Thigpen AP, Willits NH. Long-term health effects of neutering dogs: comparison of Labrador Retrievers with Golden Retrievers. PLoS One. 2014 Jul 14;9(7):e102241. doi: 10.1371/journal.pone.0102241. PMID: 25020045; PMCID: PMC4096726.
- 3. Hart BL, Hart LA, Thigpen AP, Willits NH. Neutering of German Shepherd Dogs: associated joint disorders, cancers and urinary incontinence. Vet Med Sci. 2016 May 16;2(3):191-199. doi: 10.1002/vms3.34. PMID: 29067194; PMCID: PMC5645870.
- 4. (2020). Retrieved 14 December 2020, from http://www.naiaonline.org/uploads/WhitePapers/SNBehaviorFarhoodyZink.pdf
- 5. https://www.akc.org/expert-advice/vets-corner/neutering-spaying-right-age-dog/

THE ONLY EXCEPTION to the spay/neuter requirement listed herein: Breeding Rights Fee (\$3000+tax) has been paid in full at the time of adoption. Proof of spay/neuter must be submitted to seller.

PET INSURANCE: The buyer will receive insurance information with the activation code BR1KG52521 from the seller for Trupanion medical insurance for your puppy. *The Buyer is instructed to activate this insurance if desired between 24 hours prior to puppy going to their new home to 24 hours after puppy goes home.* Trupanion offers Kinnickinnic Goldendoodle client's immediate coverage, no preexisting condition exclusions, no payout limits, vet direct pay if insurance is activated in this instructed time frame. The seller is not responsible for any medical expenses that the buyer(s) incurs, including for any preexisting conditions that require continued care.

KENNEL ENVIRONMENT: The seller attests that the puppy has been reared in a home environment and has received the proper worm prevention medications. The seller does not guarantee the puppy to be parasite free as this is an on-going process that, once the puppy is out of our care, is the responsibility of the buyer(s) to continue prevention treatment. The seller has followed the recommended vaccination protocol for puppies for their age. The puppy is believed to be in good health. The puppy has received a proper diet and is kept in a clean environment with fresh water. The puppy receives opportunities for outside time and good exercise throughout the day. The puppy receives socialization from other animals and our family.

TRANSPORTATION: The seller does not guarantee availability to transport puppies to the buyer(s). The buyer(s) are responsible to pick up or arrange transport for their puppy. ALL EXPENSES ACCRUED TO COLLECT AND TRANSPORT THE PUPPY SHALL BE PAID BY THE BUYER. The seller cannot guarantee the puppy against illness or opportunistic parasites brought on by the stress of moving (from the seller's home to the buyer's home), or motion sickness resulting from being transported. The seller shall not be responsible for medical expenses or other costs that the buyer(s) has incurred in the transportation and normal care of their new puppy.

PUPPY TRAINING: The seller cannot guarantee conformation and does not imply or intend to imply any potential and/or prospect of the show, hunting, therapy or service quality of any puppy. The seller does encourage the buyer to pursue the puppy training of their choice. The seller recommends Baxter & Bella as an excellent online, puppy training course. PROMO CODE: KINNICKINNIC can be used for a 25% discount on all lifetime memberships. The seller shall not be responsible for any costs associated with puppy training. The seller does not imply or intend to imply that puppies will be fully trained when they are transferred to the buyer(s).

MICROCHIP, VET CERTIFICATE, CKC REGISTRATION: The seller will cover the cost to microchip your puppy, unless the buyer communicates that they do not want their puppy microchipped by the time puppy is 5 weeks old. The seller will provide a state health certificate to the buyer, signed by a licensed veterinarian in the state of WI. The seller will provide a CKC (Continental Kennel Club) registration form to the buyer. The buyer is responsible to submit the registration form and pay for the puppy's registration if they wish to do so.

ONE-YEAR FROM DATE OF BIRTH HEALTH GUARANTEE: Even though the seller has worked diligently to carefully monitor the dog's development and has performed health testing to help reduce risk of disease and conditions that negatively impact health and quality of life, the buyer(s) understands that dogs are living beings and that these factors alone do not guarantee that the dog will never have any illness or any health condition. Because there are other factors that impact a dog's development, (i.e., nutrition, environment, activity levels, trauma, etc.), the seller has developed this guarantee process. THE SELLER IS NOT RESPONSIBLE FOR ANY MEDICAL EXPENSES THAT BUYER(S) INCUR.

GUARANTEE INCLUSIONS:

- a. **Eye Defects.** Genetic defects of the eye causing progressive blindness and/or requiring surgery to prevent blindness, as diagnosed by a board-certified veterinary ophthalmologist. Also included is a prolapsed gland of the nictitans (cherry eye) and entropion. The seller must be notified and provided with diagnosis documentation before surgery is performed for guarantee inclusion.
- b. Cardiac and Liver Disorders. Congenital portosystemic shunt as diagnosed by a licensed veterinarian specialist. Cardiac disorders of clearly genetic origin that require surgery or that, after treatment, is life-threatening or greatly diminishes the dog's quality of life. Screening exams as part of a wellness check or for the purposes of OFA certification are not adequate for diagnosis and do require further testing for a diagnosis by a board-certified canine cardiologist. The seller must be notified and provided with diagnosis documentation before surgery is performed for guarantee inclusion.
- c. Genetic & Trait Testing. The seller has tested the puppy's parents for most of the currently recommended health tests available for both the golden retriever, the poodle and the goldendoodle. The seller has bred their litters of puppies based off these results and in a manner that should result in puppies of excellent stature and health. The seller does not guarantee, imply or intend to imply that all puppies will be blemish free. Each puppy is an individual. But extreme measures have been taken by the seller to ensure proper and ethical breeding has taken place. The seller cannot guarantee the size, color, temperament, or fertility of any puppy. The seller does not remove dew claws, dock tails, or perform genetic testing on any puppy. Should buyer(s) choose to perform any additional testing or retesting not specifically included in any testing results of the dogs' parents and/or the dog attached hereto and incorporated herein (including health, breed composition, color, coat, trait, etc.) the seller specifically excludes the product of those results from this contract, and the buyer(s) agrees to not hold the seller responsible in any way. This includes any testing results from any testing company indicating the dog has none, one, or both genes of any health gene, color, coat or any trait, etc.
- d. **Structural Testing.** Hip dysplasia is a structural malady for many dogs, and it is multigenic and multifactorial. The seller has tested all their breeding adults through a certified veterinarian, via PennHIP testing. All our adult dog parents have excellent hip scores, and their puppies should be of sound structure genetically. The seller does not guarantee this puppy herein will not have hip issues as this can also depend on the dogs eating and exercise habits, timing of spay/neutering, etc. The buyer agrees to educate themselves on how to best care for their dog to prevent hip and joint issues. **The buyer will not hold the seller responsible for any structural issues that arise later in life.** This guarantee <u>only covers severe clinical hip dysplasia within the stated period</u> providing the dog has not been overweight, exposed to unhealthy environmental conditions, trauma or had any physical injury or issues which cause is unknown or may have an environmental link. Since current veterinary science shows that dysplasia/osteoarthritis is more a product of nutrition and environment than genetics, dogs that are at any point overweight or that incur injury to bones or joints from over-exercise or exposure to improper or harsh environments are explicitly excluded from guarantee of hip or elbow dysplasia. All guarantee requests and submission of documentation shall be submitted to the seller by the buyer within seven (7) days of diagnosis. At a minimum, radiographic evidence of hip or elbow dysplasia associated osteoarthritis must be provided to be considered severe dysplasia along with evidence of severe clinical symptoms, with a second opinion provided at buyer(s) expense by a seller-approved veterinarian or certification authority (i.e. PennHIP). Buyer(s) must show proof of healthy weight by having their veterinarian evaluate the dog's body condition score at all veterinary visits.

e. **Death.** If the dog dies, and Buyer(s) suspects a genetic or other condition guaranteed within this contract, Buyer(s) must have a necropsy performed by a licensed veterinarian at Buyer(s) expense. Buyer(s) must include copies of diagnosis and all treatment documentation to the seller. The seller reserves the right to request a second opinion from a veterinarian of their choice in the local area of the Buyer(s) or via phone consult with a veterinarian in any location and grants permission to the seller and the seller's veterinarian to consult with all professionals treating the dog. Should any travel or shipping fees become necessary, those costs shall be borne by the Buyer(s).

SHOULD A GUARANTEED INCLUSION EVENT OCCUR WITHIN THE GUARANTEED PERIOD (1ST YEAR OF PUPPIES LIFE ACCORDING TO DATE OF BIRTH), THE BUYER(S) MAY CHOOSE TO:

- a. Keep the dog and receive a dog from the next available litter of comparable size/breed/value from the seller.
- b. Rehome the dog to an alternative, good, suitable home. The seller does not wish for any puppy to be sold or given to any pet shop, animal shelter, rescue, research laboratory, or other similar facility. The Buyer(s) will receive a dog from the next available litter of comparable size/breed/value from the seller.
- c. If Buyer(s) chooses not to keep the dog or can't rehome the dog, Buyer(s) can return the dog to the seller and shall transfer ownership of the dog's kennel club registration papers (if any), immunization and medical records, microchip registration, etc. Buyer(s) will receive a dog from the next available litter of comparable size/breed/value from the seller. All costs associated with returning the dog shall be borne by the Buyer(s); however, the new puppy's transportation costs shall be borne by the seller and the seller shall choose the safest, most suitable transportation method available at that time.

GUARANTEE EXCLUSIONS:

- a. **Surgical Procedures**. Any routine surgical procedures including, but not limited, to spay/neutering procedures, hernia repairs, etc. costs including injury or death from any routine procedure.
- b. Conditions & Minor Flaws. Common dog parasites brought on by the stress of changing environment, shipping or motion sickness. Stress can ignite opportunistic parasites such as coccidia (dormant in most live animals), giardia (also dormant in most live animals), and occasionally upper respiratory infections, etc. Also excluded are viral illnesses, infections, upper respiratory conditions, ear mites or infections, skin issues including mites, fleas or ticks, tissue issues, malocclusions, allergies, hernias, open fontanels, cryptorchidism, low-grade heart murmur (not requiring surgery), low-grade luxating patellas (not requiring surgery), mild hip dysplasia (not requiring surgery), seizures, or non-life-threatening portosystemic shunt, under bites or base narrow teeth. Non-life-threatening eye, skin, tissue, allergies, herniations, cryptorchidism, malocclusions, mild luxating patellas and open fontanels. Every puppy is an individual and the seller cannot be held responsible should conditions, genetic or otherwise, that develop later in life. The seller is also not responsible for any accidental injuries or lifestyle induced diseases
- c. **Illnesses of Unknown Origin.** Any illness due to the ingestion of foreign objects, food, plants, chemicals or other items, physical injury, or issues whose cause is unknown or may have an environmental link or illnesses from unknown causes including, but not limited to, cancerous growths.
- d. **Characteristics.** Because there are other factors that impact a dog's development, (i.e., nutrition, environment, activity levels, trauma, etc.), the seller cannot guarantee the size, color, conformation, or temperament of any dog beyond the transfer date of the puppy from the seller to the buyer(s)
- e. **Dewclaws & Tail.** The seller does not remove dewclaws or dock tails. The seller is not responsible for any veterinarian costs for removal of dewclaws or docking of the dog's tail.
- f. **Trauma & Environment.** Health issues such as luxating patellas and hip dysplasia arising from trauma, environment, or failure to maintain general health care of the dog, including allowing the dog to become overweight (overweight as defined as body condition score over 5 on a scale of 9). Also, not included is injury to joints or bones from over-exercise.
- g. **Hypoglycaemia.** The seller will never accept any liability for any losses of any nature because of this condition. Any signs of depression, lethargy, lack of appetite or desire to drink water in excess, diarrhea (particularly with blood and or mucus), or vomiting must be treated by your veterinarian immediately!

CARE & PREVENTATIVE HEALTH: The buyer(s) agrees that the dog will be kept in appropriate conditions for its welfare and health. It will be fed on a suitable diet for its age and condition and have appropriate exercise. It will receive all necessary veterinary care to maintain its physical good health. The buyer(s) agrees the dog will be kept under appropriate control and will not be neglected or maltreated in any way. The buyer(s) attests that he or she has not been banned from keeping a dog or any other animal by any legal court order.

NUTRITION: While genetics account for only about 35% of a dog's performance, the remaining 65% is management, training, and nutrition. The seller cannot ensure that the overall health of the dog if it is provided nutrition sources which may contain harmful preservatives and chemicals. Guarantee claims require the dog be fed a high-quality dog food that is Association of American Feed Control Officials (AAFCO) compliant and includes meat as the first ingredient (as defined by the AAFCO) and that contains no corn, wheat, soy or their derivatives, no artificial colors/flavors/preservatives and is manufactured in the United States by a company with no history of recalls. Receipts for dog food must be retained as proof of all claims. The seller has performed extensive research and obtained independent laboratory testing, and therefore strongly recommends feeding the *Life's Abundance* holistically formulated line of products including dog food, treats and supplements.

REHOME OR RETURN OF DOG: The seller does not wish for any puppy to be sold or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. Nevertheless, Buyer(s) may need to rehome the dog to an alternative good, suitable home. If Buyer(s) can't rehome the dog accordingly, Buyer(s) agrees to return the dog to the seller. All costs associated with returning the dog shall be borne by the Buyer(s) and the dog's ownership shall be transferred to the seller along with all kennel club registration papers (if any), immunization and medical records, microchip registration, etc. *No monetary compensation shall be given for the return of the dog.*

MISCELLANEOUS: Buyer(s) agrees that no dispute will be filed through a financial institution for any reason. In the event of legal action necessary to enforce the obligations on the Buyer(s) by the seller, the Buyer(s) shall be responsible for all reasonable expenses of such enforcement, including but not limited to the seller's necessary attorney's fees, court costs and travel fees.

PICTURES: The pictures which the seller provides to the Buyer(s) are not to be altered in any way. The Buyer(s) does not have permission to attempt to resell any dog acquired from the seller using any of these pictures. Buyer(s) gives permission to the seller to share all photos shared with the seller for the purposes of advertisement.

ABUSE/NEGLECT: If the dog is mistreated, neglected, abused in any way, kept outside in extreme heat or cold conditions, kept on wire flooring, the seller has the right to rescue the dog immediately, with no notice or compensation to Buyer(s). Buyer(s) shall voluntarily surrender the dog, and any kennel club registration, microchip records, and health records.

IN THE EVENT THE SELLER CEASES THEIR BUSINESS ACTIVITIES, THIS CONTRACT WILL BE TERMINATED AND THE BUYER(S) RELEASE THE SELLER FROM ALL CLAIMS.

THIS DOCUMENT IS A LEGALLY-BINDING DOCUMENT. ANY COURT COSTS AND ATTORNEY FEES NECESSARY TO ENFORCE THIS CONTRACT SHALL BE PAID BY THE BUYER(S) IN THE STATE OF WISCONSIN AND THE LAWS OF THE STATE OF WISCONSIN, COUNTY OF ST. CROIX, UNITED STATES OF AMERICA WILL GOVERN THE INTERPRETATION OF THIS CONTRACT.

THIS GUARANTEE AND PURCHASE CONTRACT APPLIES TO THE ORIGINAL BUYER(S) ONLY AND IS NOT TRANSFERABLE. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED AS CONTAINED HEREIN.

I, the Buyer(s) of a dog from Kinnickinnic Goldendoodles, hereby acknowledge that I have received a copy of this contract and acknowledge by signing below that I have read, understand and agree to strictly abide by the terms and procedures of this contract in its entirety. Further, acceptance of this dog is acceptance of this Contract in its entirety.

DATED:	BUYER(S) SIGNATURE:
PHYSICAL & MAILING ADDRESS:	
PHONE NUMBER:	EMAIL:
DATED:	SELLER SIGNATURE: