



DALLAS DOODLES LLC DOODLE PURCHASE AGREEMENT

Purchaser Information

Name: _____

("Purchaser")

Permanent Address:

Home Phone: _____ Cell Phone: _____

Email:

Breed: Goldendoodle Bernedoodle (Circle One)

1. PURPOSE. The purpose of this Doodle Purchase Agreement (the "Agreement") is to define the terms and conditions of purchase and sale of the Doodle by and between Dallas Doodles, LLC, a Georgia limited liability company with an address of 180 Kensington path Dallas, GA 30157 ("Breeder") and Purchaser. The parties acknowledge that the individual Doodle may not be identified at the time of the execution of this Agreement and that such information may be added at a later date.

2. OWNERSHIP, POSSESSION, AND FEES.

(a) Purchaser shall remit the sum of \$2,950 for a Goldendoodle and \$3,800 for a Bernedoodle (the "Purchase Payment"), only by cash in hand or Zelle or a check which clears no less than 72 hours prior to puppy selection of the Doodle, as herein set forth.

(i) Upon execution of this Agreement and payment to Breeder of \$350 for a Goldendoodle and \$500 for a Bernedoodle (the "Non-refundable Deposit"), Purchaser shall be issued the right reserve a spot on their desired litter.

(ii) Breeder must receive and confirm clearance of the balance of the Purchaser Payment no less than 72 hours prior to the selection of the Doodle.

(iii) Upon selection of the Doodle Breeder shall transfer possession and ownership of the Doodle to Purchaser.

(b) Should Purchaser fail to timely remit payment as herein set forth or reverse any payment or should any payment be returned for insufficient funds or other reason, then, Purchaser shall forfeit all rights hereunder and all amounts remitted to date and this Agreement shall terminate.

(c) If Purchaser thereafter satisfies Purchaser's financial obligations herein set forth, Purchaser shall be returned to the list for selection of a Doodle; however, shall be moved to the bottom of the list. Purchaser understands that this re-positioning may result in Purchaser having the last selection of a Doodle from a subsequent litter.

3. BREEDER'S OBLIGATIONS. Breeder shall:

(a) Provide Purchaser with dietary guidelines and instructions regarding preventative health care for the Doodle (Breeder mandates that the Doodle has been fed exclusively Pawtree);

(b) Commence socialization of the Doodle while in Breeder's care, including crate training and potty training; confidence-building motor skills exercises and exposure to household noises and conditions; and portions of curricula of Early Neural Stimulation, Forms of Puppy Culture, and Bad Ass Breeders; and

(c) Provide Purchaser with the following:

- GANA registration papers exclusively for Goldendoodles for Purchaser to fill out and submit for registration of the Doodle
- A small bag of food being fed to the Doodle
- Microchip information
- A Remarkable Doodle Companion
- A Family-Raised Puppy, Not a Kennel
- Initial Grooming Session
- First Vaccinations and Dewclaw Removal
- Comprehensive Deworming Schedule
- Veterinary Health Check and Microchipping
- 30-Day Trupanion Pet Insurance

- A Heartfelt Welcome Home Package
- Access to Our Exclusive Family Facebook Group
- Lifetime Breeder Support
- Comprehensive Puppy Folder with All Documentation
- Individual Puppy Evaluation
- Keepsake Blanket with Family Scents
- Portable Travel Crate
- Recognition as a GANA Certified Breeder
- Acknowledged as an Ethical Breeder by Good Dog
- Premium Care for Our Dams and Puppies
- A Promise of a Healthy, Joyful Beginning

4. PURCHASER'S OBLIGATIONS. Purchaser shall insure each of the following:

- (a) Within 72 hours of taking possession of the Doodle, Purchaser must take the Doodle to a veterinarian licensed in the state of Purchaser's residence; procure a medical clearance letter; and within 48 hours thereafter send a copy of said clearance letter via text message, electronic mail, or express mail (postage prepaid, addressed to Breeder at the address for Notice set forth herein). Purchaser acknowledges that an invoice is not sufficient evidence and that the failure to provide the clearance letter and submit it to Breeder as herein set forth shall void all warranties on the Doodle, without limitation or exception.
- (b) Procure within the first 24 hours of taking possession of the Doodle and maintain for no less than 30 days thereafter TruPanion full coverage pet health insurance on the Doodle, as so designated and paid for by Breeder.
- (c) Timely schedule, attend, and pay for well-visit veterinary appointments that include, without limitation, annual inoculations, rabies vaccine, and annual fecal tests.
- (d) Obtain, administer, and pay for monthly flea, tick, and heartworm medications.
- (e) Not permit the Doodle to engage in any mating or mating related activity with any dog and not permit a female Doodle in proestrus to be in the same house or room as an intact male dog and have the Doodle spayed or neutered without exception. Purchaser shall have the puppy spayed or neutered on or before twelve (12) months of age and shall provide written verification from a licensed veterinarian to Breeder. Failure to provide such verification by the required deadline shall constitute a breach of this Agreement and shall result in a \$250.00 non-compliance

fee for each fourteen (14) day period, or portion thereof, until Breeder receives acceptable proof of compliance. The total accumulated non-compliance fees shall not exceed \$5,000.00, and shall not limit Breeder's right to pursue any other remedies available under this Agreement.

(f) Within 48 hours, provide Breeder with notice of any material change in Purchaser's daily life that would prevent Purchaser from providing any of the care or complying with any of Purchaser's Obligations herein set forth.

(g) Ensure that the Doodle is not mistreated or neglected.

(h) Continue socialization, crate training and/or potty training, and confidence-building motor skills exercises and exposure to household noises and conditions and diligently work for a period of no less than 14 days to ensure adjustment into the new homelife, including interactions with other pets, children, and/or other conditions.

5. BREEDING. Purchaser shall at no time, during the term of this Agreement or thereafter, breed the Doodle.

6. HEALTH WARRANTY - GENETIC.

(a) Each breed is tested for different genetic mutations. Different breeds carry different mutations. The genetic disorders that are covered under this guarantee for each breed are as follows:

(i) Goldendoodles- PRCD-PRA, vWd1, GR-PRA1, ICH, DM, GRPRA2, AND NEWS (Neonatal Encephalopathy with Seizures).

(ii) Bernedoodles-VWD1, PRA-PRCD, PRCD, NEWS, GM2, DM, MDR1, MDR1, SLC13A1.

(b) Breeder warrants that the Doodle will not carry 2 copies of any of the aforementioned breed-specific traits. Two copies of one of these traits indicates that a puppy does indeed have this genetic disorder or is "affected" by and will likely suffer symptoms at some point in its life.

(c) Breeder represents and warrants that Breeder tests the parent dogs, so that 2 dogs who carry the same genetic disease trait above are not bred together. Breeder tested the Doodle's parents on their hips, heart, elbows, and eyes and received a clear screening for any hereditary concerns. Full DNA panels were completed for both parents and were clear.

(d) Breeder offers a 2-year limited health warranty period for the above-specified genetic disorders.

(e) Should the Doodle be found to have any such defect by two (2) separately operating licensed veterinarians (i.e., not in the same practice or otherwise affiliated with each other) who are board certified in the genetic defect and/or condition of the Doodle (i.e., cardiac, nephrology, etc.) pre-approved by Breeder, then Purchaser shall immediately notify and provide all medical

records(including tests, test results, diagnoses, etc.) of the Doodle to Breeder for review. Breeder accepts OFA and PennHip reports as being sufficient evidence of diagnoses.

(f)It shall be Purchaser's responsibility to have said veterinarians confirm that the condition of the Doodle is one of the warranted defect, in which instance, Breeder shall offer Purchaser one or more of the following options in full and final satisfaction of all claims available to Purchaser:

(i)Have the Doodle spayed or neutered, as appropriate and retain ownership of the Doodle;

(ii)Return the Doodle to Breeder and replace the Doodle with another puppy from a subsequent, available litter with the same selection and priority rights as with the Doodle and execute an updated or amended Purchase Agreement for the new puppy; or

(iii)Return the Doodle to Breeder and receive the Purchase Payment less the Non-refundable Deposit.

(g) In each instance hereinabove, Purchaser shall be responsible for all costs and expenses associated with returning the Doodle to Breeder and/or acquiring any subsequent puppy from Breeder.

(h) If Purchaser elects to retain the Doodle after determination of a warranted defect within the warranty period, then Breeder shall remit to Purchaser's veterinarian up to 50% of the Purchase Payment less the Non-refundable Deposit for medical testing and any required surgical intervention arising as a result of the above-specified defects within said warranty period.

(i) Purchaser must have complied with all of the provisions of this Agreement and provided Breeder with written documentation as herein set forth. Breeder reserves the right to confirm all results and further retains the discretion to approve the specialist reports, in Breeder's reasonable discretion.

(j) Except to the extent expressly set forth herein, in no event will Breeder be liable to or responsible for reimbursing Purchaser for any veterinary expenses of or other costs or expenses incurred relating to the Doodle.

(k) Breeder represents and warrants that the Doodle has received vaccines and worming treatment in accordance with the recommendations of Breeder's veterinarian as of the date of the purchase.

7.HEALTH WARRANTY – ILLNESS.

(a) Consistent with Paragraph 4(a) hereinabove, Purchaser shall, within 72 hours of taking possession of the Doodle, take the Doodle to a veterinarian licensed in the state of Purchaser's residence to have the Doodle examined.

(b) If the 72hr examination of the Doodle reveals an illness of a material nature (i.e., not urinary tract infection, ear infection, dermatitis, diarrhea, worms, allergies, etc.) which was present prior to surrender of possession of the Doodle to Purchaser, Purchaser shall have the election, in full and final satisfaction of all claims available to Purchaser, either to return the Doodle to Breeder, at Purchaser's expense, and have the right to select another Doodle of equal value and the same priority selection when the same becomes available and execute an updated or amended Purchase Agreement for the new puppy; or receive a refund of the Purchase Payment less the Non-refundable Deposit.

(c) To take advantage of the Paragraph 10(b) Health Warranty for Illness, Purchaser must, within 72 hours of the diagnosis, provide Breeder with a copy of ALL medical records of the Doodle expressly including the licensed veterinarian's diagnosis, tests and results of said tests, and opinion evidencing the nature of the illness and that it existed prior to Purchaser taking possession; provide Breeder with notice of which option Purchaser has selected; and return the Doodle to Breeder within 72 hours of such notice to Breeder.

(d) Purchaser acknowledges that Purchaser's failure to comply with the provisions of this Paragraph 10 shall void the Paragraph 10 Health Warranty for Illness on the Doodle, without limitation or exception.

(e) In no event will Breeder be liable to or responsible for reimbursing Purchaser for any veterinary expenses of or other costs or expenses incurred relating to the Doodle relating to the Paragraph 10 Health Warranty for Illness.

8. DEATH OF DOODLE IN PURCHASER'S POSSESSION.

(a) Except as herein provided, in the unlikely event that the Doodle dies from natural causes or from an event for which Breeder is not at fault or has not warranted hereunder while in the possession of Purchaser, this Agreement shall terminate, neither party shall have any further obligation to the other, and Purchaser shall not be entitled to any refund or further recourse.

(b) In the unlikely event that the Doodle dies and If Purchaser believes that the Doodle's death arose out of a warranted cause hereunder, then Purchaser must notify Breeder of said death within 72 hours, forward all of the Doodle's medical records (including tests, test results, diagnoses, etc.), and timely schedule, complete, and forward to Breeder the results of a necropsy on the Doodle to confirm the cause of death. Failure to comply with the provisions of this paragraph shall void all warranties hereunder.

9. DEATH OF DOODLE IN BREEDER'S POSSESSION. If the Doodle dies from natural, accidental, or other causes while in Breeder's possession prior to surrender of ownership to Purchaser, then Purchaser shall have the option of terminating this Agreement and receiving a refund of the Purchase Payment less the Non-refundable Deposit or selecting another puppy from a subsequent available litter, in each instance, in full and final satisfaction of all remedies.

10.BREACH BY PURCHASER AND REMEDIES TO BREEDER.

(a)Purchaser expressly understands that any breach of this Agreement and violation of Purchaser's prohibition on breeding described herein will result in damages to Breeder that will be difficult if not impossible to accurately ascertain, because of, among other factors, the inherent difficulty in (i) ascertaining the value of the unauthorized sales of puppies of the Doodle, (ii) calculating the loss of income to Breeder, (iii) valuing the threat of harm to Breeder's other dogs arising from irresponsible breeding practices; and (iv) calculating the damages to Breeder's reputation should the Doodle or its progeny be so used. Therefore, Purchaser expressly understands and agrees that each violation of this Agreement will entitle Breeder to liquidated damages in the amount of \$25,000. Purchaser expressly understands and agrees that such amount is not a penalty and is reasonable in light of the factors enumerated herein.

(b)For purposes of clarification and not restriction, the following are breaches of this Agreement for which liquidated damages shall be awarded, without exception:

(i) Purchaser, except at the recommendation of Purchaser's licensed veterinarian, fail to have the Doodle spayed or neutered within the first year of the Doodle's life, or, if later, and provide Breeder within evidence of the same within the first year of the Doodle's life;

(ii) Purchaser does or attempts to re-home the Doodle;

(iii) Purchaser, whether intentional or otherwise, allows the Doodle to breed, regardless of whether the breeding results in a litter; or

(iv) Purchaser fails to timely advise Breeder of a change in Purchaser's address, telephone number, and/or electronic mail address.

(c)In addition to the liquidated damages hereinabove set forth, in the event of breach of this Agreement or acts of negligence by Purchaser, Breeder shall have the right to a temporary injunction, which shall be granted without bond and which may be issued ex parte, enjoining Purchaser from breeding and selling, gifting, or transferring in any manner to any party the Doodle or any puppies of the Doodle.

(d)In addition to and without limiting the remedies hereinabove set forth, Purchaser expressly acknowledges and agrees that Breeder may retrieve the Doodle from Purchaser for a breach of this Agreement or negligence as hereinabove set forth hereunder, and Purchaser shall not be entitled to any refund.

(e)PURCHASER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT BREEDER CAN PROVIDE NO GUARANTY WITH REGARD TO THE DOODLE'S PROGRESS REGARDING SOCIALIZATION, BEHAVIOR, OR HEALTH.

11. INDEMNITY/ATTORNEY FEES/DISPUTES. Purchaser agrees to defend, indemnify and hold harmless the Breeder from and against all claims, liabilities, losses, costs, damages (including costs and attorney's fees) incurred as a result of claims made by third parties against Breeder arising out of, or incident to, Purchaser's ownership of the Doodle.

12. CONFIDENTIALITY OF DISPUTES. Purchaser and Breeder agree that, in the event of a dispute between them and with regard to the health, welfare, and condition of the Doodle, neither will publish or communicate the existence or content of such dispute or information in any media or forum, including social media, nor post any negative Google or other type of review. The parties further agree not to make any disparaging comments about each other in any media or forum, including social media. However, this provision shall not be interpreted so as to prevent either party from bringing legal action or engaging in confidential mediation as and to the extent herein provided.

13. NOTICE. Any notice required or desired to be delivered under this Agreement shall be in writing and shall be deemed delivered (a) upon personal delivery; (b) one day after deposit with nationally recognized courier service; and (c) 7 days after deposit with the USPS, postage prepaid send by certified mail, in each instance to the party to whom such notice shall be directed to the addresses herein set forth or to any subsequent address for which notice is given in accordance herewith.

14. VENUE AND JURISDICTION. The parties agree that this agreement shall be subject to interpretation under the laws of the State of Georgia, that jurisdiction for the resolution of any dispute pertaining to this agreement shall lie in the State of Georgia and that venue shall lie for such resolution in the State or Superior Court of Paulding County, Georgia. As part consideration for this Agreement, Purchaser hereby expressly submits to the jurisdiction of the State of Georgia and agrees to venue in Paulding County, Georgia as the site for the resolution of any disputes pertaining to this agreement.

15. UNDERSTANDING AND THE RIGHT TO COUNSEL. Purchaser agrees that he/she understands this Agreement fully, and that he/she has been afforded the opportunity to consult with legal counsel prior to its execution. If any part of this Agreement is deemed unenforceable by law, the remainder of this Agreement shall remain in full force and effect to the extent that it may be so interpreted consistent with its purpose and intent.

16. MEDIATION OF DISPUTES. Should any dispute arise between the parties regarding the terms of this Agreement, each party agrees to mediate their claims in good faith before a neutral third party prior to filing any legal action(s).

17. EXPENSES INCLUDING ATTORNEYS FEES FOR BREACH. If Purchaser breaches or violates any term or condition of this Agreement, or any amendment thereto, Purchaser shall be liable for all expenses including, but not limited to, reasonable attorney fees incurred by Breeder to enforce the terms of this Agreement.

18. INABILITY TO FULFILL AGREEMENT.

(a) Purchaser expressly understands that the ownership of the Doodle entails a substantial obligation on the part of Purchaser, much like raising an infant child. Breeder acknowledges that unforeseen circumstances may arise in which it becomes impossible for Purchaser to uphold Purchaser's obligations under this Agreement. In such circumstances, Purchaser must notify Breeder at the earliest possible time of such impossibility and state fully the circumstances that render future performance impossible.

(b) Upon receipt of Purchaser's written statement of impossibility, Breeder shall afford Purchaser the option of proposing a potential individual for re-homing the Doodle, which selection Breeder shall have sole discretion in approving. Should the purchaser re-home or attempt to re-home the Doodle without Breeder's consent or be unable to select a potential individual to re-home the Doodle, then Breeder shall have the right to take full possession of the Doodle for re-homing purposes. If Breeder does take possession of the Doodle under the provisions of this paragraph, Purchaser will not be entitled to any compensation from Breeder nor be obligated for any future care of the Doodle but shall not be absolved or released from any past violations of this Agreement nor damages sustained by Breeder as a result thereof.

19. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that construction shall not affect the remainder of this Agreement, which is to be given full force and effect without regard to the invalid or unenforceable provision.

20. ENTIRE AGREEMENT. This Agreement, including any other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. This Agreement shall be binding upon all parties hereto upon execution hereof. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the parties.

21. ASSIGNABILITY; PARTIES IN INTEREST. Purchaser may not assign, transfer, or otherwise dispose of any of its rights or obligations hereunder without Breeder's express, prior written consent. Breeder may only assign or transfer Breeder's rights and obligations hereunder to another individual willing and able to fulfil Breeder's obligations hereunder. All the terms and provisions of this Agreement shall be binding upon, shall insure to the benefit of and shall be enforceable by the respective heirs, successors, assigns and legal or personal representatives of the parties hereto.

22. HEADINGS. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

23. INTERPRETATION. This Agreement shall not be construed with reference to the party that may be deemed to have caused this Agreement or any ancillary agreement, or any part thereof to be prepared, and the doctrine of contra proferentem shall not be applied in any action arising out of or relating to the same.

24. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. The parties acknowledge and consent to be bound by electronic signatures, including signatures of any required witness. A facsimile, .pdf copy, and other electronically executed versions of this instrument shall be deemed an original for all relevant purposes.

Purchaser Signature: _____ Date: _____

Breeder Signature: _____ Date: _____