



## ADOPTION CONTRACT

THIS AGREEMENT, made and entered into this day \_\_\_\_\_, by and between:

Brett and Farrah Collver - Lena & Company  
Bend, OR 97703  
907-398-2836  
lenasheepadoodles@gmail.com

*Hereinafter referred to as BREEDER, and:*

Legal Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City and State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

*Hereinafter referred to as BUYER.*

Upon payment of the sum of \$2500 (deposit of \$500 is included in total) paid by BUYER to BREEDER (the purchase price), receipt of which is hereby acknowledged, BREEDER grants, sells, conveys and transfers ownership of the following dog (hereinafter referred to as DOG) to BUYER:

Flb Sheepadoodle to Poodle       Flb Sheepadoodle to OES

DOG: \_\_\_\_\_

Color: \_\_\_\_\_

Sex: \_\_\_\_\_

Whelped on: \_\_\_\_\_

Out of: \_\_\_\_\_ Breed: \_\_\_\_\_

By: \_\_\_\_\_ Breed: \_\_\_\_\_

Estimated release date: \_\_\_\_\_

BUYER acknowledges and agrees that no guarantee is made, either expressed or implied by BREEDER of DOG's adult size or coat type/color.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(must sign full name, we do not accept initials)

## TERMS AND CONDITIONS:

### I. Deposit, Payment of Purchase Price and Fees

1. BUYER has paid a:  Reservation Fee  Paid in Full
2. Via:  Zelle  Venmo  Cash

### *Delivery Cost Not Included*

We do offer flight nanny delivery services anywhere in the United States. The expected delivery date is \_\_\_\_\_ or such other date as the parties may mutually agree. (Fill with n/a if DOG is not being delivered.)

BUYER acknowledges and agrees that BUYER will forfeit the deposit and any rights to the DOG if:

1. BUYER fails to complete the purchase of the DOG for any reason, or
2. BUYER fails to pay the balance of the Purchase Price within 14 days of Pick of Puppy being chosen. (Puppies need to be picked at/by 6 weeks of age).
3. In either event, BREEDER shall be free to sell the DOG to another party.
4. In the event that the DOG is not available due to sickness, death, or any other circumstance owing to the fault of the BREEDER, BUYER'S deposit will, at BUYER'S option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

### III. Breeder's Representation and Warranties

1. The DOG is in good health and free of any communicable diseases (i.e. parvo, distemper), and life-altering or life threatening genetic conditions, as far as can be determined through parents genetic testing and licensed veterinarian's examination within 5 business days of pick up date/time of sale.

Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

2. DOG will be wormed but not vaccinated. Vaccinations are at the sole discretion of BUYER.
3. BUYER has 72 hours from the delivery date to have the DOG examined by a licensed veterinarian, at BUYER'S sole cost. There are no exception to this rule. BUYER must provide contact information of veterinarian as well as proof of appointment set and put BREEDER on appointment to confirm and receive all records of first exam.
4. If DOG fails the examination, BUYER may return the DOG, within 24 hours, with a written statement from the veterinarian, for a full refund. Failure by BUYER to have the DOG examined within the 72 hour period will nullify this warranty and any request to return DOG to BREEDER for a full refund must be made with this time period.
5. Failure of examination by the veterinarian includes only health issues of such serious nature that the quality of life of the DOG will be shortened or seriously altered. Minor health ailments including but not limited to, fleas, worms or stress-induced diarrhea due the DOG'S transfer to BUYER'S residence from BREEDER are not considered failure nor a reason for the DOG to be returned to BREEDER.
6. Proof of examination and diagnosis of serious health issues must be provided to BREEDER and BREEDER'S veterinarian should BUYER wish to request returning DOG for a refund. Shipping fees for returning a DOG are the sole responsibility of the BUYER.

7. Should failure be determined by licensed veterinarian BUYER agrees to return DOG within 24 hours of examination appointment time or this warranty will be nullified.

Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Date of first visit scheduled for: \_\_\_\_\_

9. If Buyer chooses to keep the Dog, upon failed exam, no replacement will be given and all medical costs and treatments are the sole responsibility of the Buyer and this health guarantee will be null and void.
10. This Warranty does Not cover coccidia/giardia, Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft palate, umbilical hernia, dermatitis, demodectic mange, or ear infections.
11. This warranty does not include bite/teeth issues including base narrow canines, viral illnesses, infections or any illness due to the ingestion of foreign objects, food, chemicals, physical injury or issues whose cause is unknown or which may have an environmental link such as hip dysplasia.
12. Breeder will not be held responsible for the development of faults, diseases or disorders which are the result of environmental factors or Buyer's negligence or abuse. Please do not allow your Dog to jump and catch frisbees or jump in and out of vehicles until dog reaches 2 years of age when hip joints are fully developed.
13. This warranty does not apply to reactions to oral or injectable flea or tick medications, including but not limited to Trifexis, Comfortis, Bravecto or Nexgard. All such medications have risks and it is at Buyer's sole discretion and responsibility to administer or have a veterinarian administer or not.
14. Breeder will Not replace a puppy due to heat stroke, abuse/neglect, or improper socialization.
15. Breeder further warrants against all serious life-altering or life-threatening genetic disease for a period of two (2) years after the Dog's date of birth. Should a genetic

disease be discovered during this time that will greatly threaten the life or greatly alter the quality of the life of the Dog, the Buyer has the option of either a replacement Dog from the next available litter (both Buyer and Breeder agreeing) or reimbursement or veterinary expenses related to the illness up to the purchase price of the Dog.

16. Two independent licensed veterinary examinations and reviews must be provided to the Breeder documenting the genetic health issue. Reports must state the treatments provided. Breeder will only reimburse for fees directly related to the genetic disease or condition. Reimbursement of veterinary fees will be provided to Buyer upon receipt of copies of the medical reports and Breeder's appointment with both veterinarians who provided reports. Breeder will make appointment with and pay for appointments and put Buyer's name on appointment so all notes/charts/discussion may be shared.
17. If a serious life-altering or life-threatening genetic condition/disease is determined and proved as defined above, Dog need not be returned to Breeder. If it becomes necessary to ship a replacement Dog those fees are to be paid for by Buyer.
18. This warranty shall be null and void if Dog is allowed to become obese.
19. In the case of sudden death of Dog, Breeder must receive a written notice of Dog's death from Buyer's veterinarian, along with a necropsy report indicating the cause of death. Breeder reserves the right to acquire a DNA sample from the Dog to determine the Dog to be as one of our linages.
20. Breeder is in no way responsible for any veterinarian fees incurred after Dog leaves the care of Breeder.

### **III. First Right of Recovery**

If a buyer is unable to or decides not to care for DOG purchased, BREEDER retains the right of recovery of the DOG at BUYER'S expense. The BUYER must notify BREEDER of the change of circumstances and give BREEDER first right to recover DOG before any other action is taken.

To ensure that BUYER does not euthanize the DOG or take it to an animal shelter, or sell to a third-party, BREEDER will always, and for any reason, take the DOG back at any time during the DOG'S lifetime.

1. BUYER is not acting as agent for any other person or business in the purchase of the DOG
2. BUYER will not sell, give, or release the DOG to a pet shop, retail store, dog dealer, animal testing facility, research facility, animal shelter or an agent for any such business or facility.
3. BUYER agrees to notify BREEDER of any changes of address and contact information during the DOG'S lifetime including in cases of divorce and separation.

With your signature below, you are agreeing that, under this legal binding contract you are required to return said DOG to BREEDER, if you are no longer able to take care it at any in its life for any reason.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(must sign full name, we do not accept initials)

#### **IV. Fitness of Purpose**

The Dog was bred as a companion animal, and BREEDER does not provide any warranty as to the DOG'S fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

#### **V. Buyer's Representations**

*BUYER represents to BREEDER that:*

1. BREEDER has not released breeding rights.
2. DOG is to be altered by 12 months but not before 8 months of age as a minimum. You must send verifiable proof the procedure has been done by 12 months of age to BREEDER by email or mail.
3. If DOG is not altered by 12 months of age, a breach of contract fine of \$5,000 will be processed and required to be paid in full within 30 days of DOG'S 12 months of age and any puppies produced by an unauthorized breeding will be confiscated and returned to BREEDER.

4. BUYER must provide name and contact information of veterinarian that will be scheduled to alter DOG with BREEDER'S name on appointment for additional verification.

Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(must sign full name, we do not accept initials)

5. The DOG will reside with the BUYER as a companion pet to BUYER and BUYER'S family.
6. Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
7. BUYER will provide the DOG with nutritious food and necessary veterinary care.

BUYER represents that failure to follow any or all of BUYER'S obligations in this contract will result in the buyer releasing the DOG back into the care of BREEDER and/or up to \$5,000 to BREEDER to care for, treat, and reassess the DOG. If DOG is medically insured at the time of recovery by BREEDER, BUYER must transfer insurance to BREEDER to take over policy and BUYER may not cancel insurance unless BREEDER refuses to take it over.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(must sign full name, we do not accept initials)

8. Breeder maintains the right to rescue this Dog if it is found to be being mistreated, neglected, or abused and Dog has not been voluntarily surrendered to Breeder. Any mistreatment, neglect, or abuse of Dog automatically nullifies and voids this contract. Further more any finding of mistreatment, neglect, or abuse will be reported to authorities and prosecuted if necessary.
9. Breeder maintains the right to, at anytime, decide to stop breeding dogs. In this case, no replacement Dogs shall be given and only monetary reimbursement for above circumstances will be available. Breeder will not refund money in whole or part for any reason other than expressly stated in this contract.

**VI. Governing Law**

This agreement shall be governed and construed in accordance with the laws of Oregon and require to be judged in Deschutes County, Oregon if issue should arise to do so.

**VII. Entire Agreement**

This entire agreement is the sole agreement between the parties, BREEDER and BUYER have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(must sign full name, we do not accept initials)

*Sign Below upon pick up or delivery of DOG.*

**VIII. Acknowledgement of Receipt**

I, \_\_\_\_\_ acknowledge that I have received the DOG into my possession.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(must sign full name, we do not accept initials)

