

Health Warranty at Time of Purchase

To the best of our knowledge and belief, this dog is in good health at the time of sale. This dog is apparently free of and does not exhibit any signs of contagious or infectious disease, is apparently free from and does not exhibit any signs of defects which are hereditary; and does not exhibit any signs of being clinically ill on the date of sale.

The breeder guarantees that the puppy will be in good health at the time of purchase and will have received all relevant vaccines and deworming medication. This guarantee is valid for a period of 3 days after the date of pickup. During the 3 day period if the puppy presents signs of disease which may have originated from the breeder's kennel, the buyer must inform the breeder within the 3 day period and then return the dog (at a time specified by the breeder). A note from a veterinarian is also required describing the dog's condition. The breeder is not responsible for any injuries, illnesses or death that may have occurred outside of the three day period or if the dog contracted an illness or injury that had nothing to do with the environment of the kennel. Parasites, worms and urinary tract infections are common in puppy's. The breeder has done everything possible to prevent these things and has taken all precautions to make sure your puppy doesn't have them but sometimes puppy's will have them when they go home and it comes with puppy territory. Mother dogs tend to be more vulnerable to parasites when they have puppies, and may pass them along to the pups. Depending on the life cycle of the particular parasite, it is possible that a few pups will go home with one. You must have your puppy checked by a vet within 72 hours of taking it home. Please make sure the vet checks for parasites. The breeder is not responsible to cover the cost of worms, parasites and urinary tract infections. Also, this health warranty does not include improper bites, hernias, cherry eye, or any illness due to the ingestion of foreign objects, food, chemicals or physical injury.

The seller cannot guarantee color, size, or temperament. These can only be estimated, while in the short time in the breeder's possession, based on experience, and can always change or differ from this estimation and are ultimately outside of the breeder's control.

The seller will not refund money for the dog, due to the purchaser's allergies to animals, landlord's disapproval, disagreement of family, the dog is no longer desired, or for any other practical reason. The seller also claims no responsibility for any injury or illness that could be and was most likely contracted after the date of purchase. The purchaser must contact the breeder first if the dog can no longer be kept. The dog should never be brought to the shelter as it can be returned at any time to the seller (but no refund will be given for anything not related to the conditions this health warranty covers.) The breeder must also assist in the rehoming of the dog, at any age in its life, if the owner can no longer keep it. The seller is available for any questions during the entire lifetime of the dog.

24 Month Health Warranty relating to Hereditary Diseases

This dog is warranted to be free of hereditary diseases, that would cause inevitable euthanasia of the dog or severely hinders the quality of life for the dog. We warranty all dogs for 24 months from date of birth for genetic diseases that the parents were tested for. If your dog develops a hereditary disease that the parents were tested for and that makes it unsuitable as a pet or in need of extended veterinary care, please contact Great Lakes Bernedoodles immediately. You must provide a note from a board certified veterinarian. We do have the right to require a second opinion from a veterinarian, of the breeder's choice, at the breeder's expense. The buyer must notify the breeder within two business days of the veterinarian examination. To have a valid claim the buyer must provide the breeder a statement from the veterinarian that diagnosed the condition of the dog, along with documentation that vaccination protocol listed in this document has been followed and that the puppy has been spayed or neutered (if one year of age). We will either (1) replace the dog with a puppy of equal or lesser price, to be chosen by the breeder, or (2) refund half the purchase price of the puppy. Shipping fees will not be refunded, and if it becomes necessary to ship a replacement puppy, those fees are to be paid by the buyer. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy or half the refund.

If the puppy should die from a suspected congenital defect, that the parents were tested for, within the 24 months of its date of birth, an autopsy must be performed at the buyer's expense by a licensed veterinarian acceptable to the seller's own veterinarian. If the autopsy shows a congenital defect as the reason of the death, the seller will provide another puppy from the next available litter of equal or lesser value to the buyer. A written statement from the Veterinarian must be provided. This warranty is void in the event of an undetermined or inconclusive diagnosis.

This warranty is non-transferable.

One Year Hip Warranty

Breeder believes genetic testing is valuable for determining the best breeding pairs and is important to produce healthy puppies. We offer a one year of age hip and elbow warranty on any puppy found to have dysplastic affected hip or elbow. Breeder is aware there is no 100% safeguard when it comes to genetics. The breeder warrants that the dog will be free of severe hip dysplasia provided the dog is X-rayed at or before 12 months of age and the X-rays are examined by PennHip. The puppy must have an x-ray done by a certified Pennhip veterinarian to confirm the diagnosis and it must be documented by an official Pennhip certification. Positioning of the x-ray must be approved by Great Lakes Bernedoodles veterinarian of choice. If this occurs then buyer will receive a full refund of the purchase price. X-rays must be sent to Pennhip and come back with a moderate or severe rating of Hip dysplasia. If PennHip determines that the dog is dysplastic the buyer must inform the breeder at this time of the dog's condition. A hip scoring of borderline to mild Dysplasia is not considered serious in nature and will not be covered. The hip warranty shall be null and void if this dog is determined to be overweight at any time, involved in a serious fall, hit by a car, allowed

to go up and down stairs or extensive exercise (walking or running over one mile per walking session) prior to one and a half years of age, or any other physical injury. Please note this warranty is void after the dog reaches 12 months of age.

** If dew claws are removed under any circumstances-after placement of puppy, our joint (hips and elbow) warranty is null and void.

If a genetic defect is diagnosed by a veterinarian, within the warranted time period stated above, the purchaser must notify the seller within two business days of the veterinarian examination. To have a valid claim the purchaser must provide the seller a statement from the veterinarian that diagnosed the condition of the dog, along with documentation that the required four sets of vaccinations have been completed and annual check ups have been completed. (if older than one year of age). If the claim is valid, the purchaser would have the following option:

If a fatal genetic defect is diagnosed within one year from the date of birth, the purchaser has the option of a replacement puppy (of equal or lesser value), chosen by the breeder. No veterinary fees will ever be paid for by the breeders of the puppy. Shipping fees will never be paid for by the breeders of this puppy.

It is understood that any dog that has been put to sleep for whatever reason will not be replaced or refunded unless the breeder has authorized the procedure beforehand in writing.

Vaccinations:

Vaccinations, Dog Food, Pesticides, Aerosols, Fungus's, etc. are Environmental triggers to avoid with your puppy. Because of these unknown environmental exposures Breeder cannot be responsible for Sarcomas, Tumors, Autoimmune Disorders, Thyroid Disease, Stomach issues, Allergies and Seizures. Vaccine related Allergy and Seizure issues that result in itching or seizures can occur up to two months after administered vaccine. Breeder cannot be held liable for any of these conditions as they can be caused by unknown environmental triggers out of the Breeder's control. It's the opinion of most holistic veterinarians that many immune-mediated diseases, including IMT, are triggered or exacerbated by vaccines, particularly bactrians (vaccines against bacterial organisms, such as the leptospirosis and Lyme vaccines), as well as killed vaccines (rabies vaccine). Sometimes it's a vaccine alone that triggers immune disease in a pet. More often, it's vaccinations coupled with other medications, environmental toxins, poor quality diet, and other lifestyle stressors. The strength and balance of every animal's immune system is different, so there's no way to predict - unless your dog has had a reaction in the past -- how much danger your pet is in from exposure to the modified virus contained in any given vaccine or the many toxic ingredients it also contains. That's why we strongly encourage pet owners to avoid all unnecessary vaccines and re-vaccinations after the core vaccinations are given. We do not recommend the lepto vaccine and our warranty is void if given. We recommend the rabies vaccination be given at one year of age and not in conjunction with other vaccinations. Your Veterinarian can do a simple blood test yearly, TITER test, to determine your dog's

immunity instead of just vaccinating every year blindly. Your PUPPY needs only the core puppy vaccines.

Vaccination protocol:

Core Vaccinations:

7 weeks - distemper, parvovirus

11 weeks - distemper, parvovirus, adenovirus

13 weeks - TITER test

6 months - rabies

1 year - TITER test

Non-Core Vaccinations:

Bordatella, Leptospirosis, Lyme, Influenza

Voided Warranty:

The following are circumstances in which the claim is not valid or null and void and no replacement puppy or refund will be given:

The puppy was not seen by a licensed veterinarian 3 days after the date of purchase. The dog has received more than the core vaccinations. The puppy is younger than 12 months and is spayed or neutered. The purchaser is found negligent by the examining veterinarian and is found to have caused the condition. The condition is treatable (within reason) and euthanasia is not necessary and the dog's life is not severely hindered by the condition. The dog is euthanized before the seller of the dog is contacted (exception is if the dog dies of natural causes). The dog dies of environmental causes. This warranty does not cover growing pains, parvo, strangles, heart-worm, any parasites both internal or external, umbilical hernias, GDV or any other conditions not related to hereditary defects that could be and are most likely contracted after the puppy left the breeder's home. If dew claws are removed under any circumstances after placement for puppy, our joint (hips and elbow) warranty is null and void.

The purchaser of the dog understands that dogs require regular veterinary maintenance and can develop health issues at any time that can be very costly. The purchaser also agrees to do all in their power, within reason, to avoid the euthanasia of the dog as long as it does not severely hinder the dog's quality of life.

Breeding:

All puppies are sold with non-breeding agreements, we require that every puppy to be spayed/neutered. There is an additional charge for breeding rights.

Permanent ownership of this dog is contingent upon your compliance with this addendum.

Puppies must not be spayed/neutered before 12 months of age and no later than 14 months of age. Proof of the spay/neuter must be received by the Breeder within 14 days after the surgery. If this proof is not sent, any warranty is void. This notification is the

responsibility of the Buyer, not the veterinarian or the Breeder, to ensure that Great Lakes Bernedoodles has received proof that the spay/neuter has been performed. A copy of the spay/neuter medical record, the receipt for the procedure, as well the veterinarian's phone number. **Once this has been fulfilled, the microchip number will be transferred to the Buyer's name.**

Failure to comply with this agreement will be considered a breach of contract. It will also be assumed the dog is being used for breeding. The buyer shall pay the breeder an additional \$17,500, five times the purchase price of the dog for breeding rights and return the dog to the breeder. The penalty fee is then due within 30 days of notification.

_____ I understand and agree to the spay/neuter policy

The Buyer Agrees:

- a) to have this dog de-sexed after 1 year for standards, 9 months for minis, of age and no sooner and mail proof of spay/neuter to the breeder. Failure to do so shall null and void this contract.
- b) to pay the breeder \$17,500, a fee of 5 times the purchase price of the dog if this dog is ever bred.
- c) to keep the dog in a fenced yard or if no such yard is available to properly supervise this dog at all times when off leash.
- d) to maintain this dog at a proper weight and shall not over exercise (over one mile per walking session) or allow this dog to go up and down stairs freely for the first year and a half of its life.
- e) to take this dog to the vet at least once a year for its annual check-up.
- f) to feed this dog a high quality food and to provide this dog with daily vitamin supplements if needed.
- g) to take this puppy to a minimum of puppy obedience classes and continued if needed
- h) to inform the breeder if you have any concerns about the health/temperament of this dog.
- i) to set up a pet insurance plan for this dog.
- j) that they are aware there is NO guarantee this will be a non-shedding or hypoallergenic dog.
- k) that they are aware there is NO guarantee on color and this puppy may change colors as it ages.
- l) to allow Anna Fairchild or Great Lakes Bernedoodles to use any photographs or statements emailed or posted on Facebook as a form of advertisement on Great Lakes Bernedoodles websites, brochures, Instagram, Pinterest or for any other form of advertising Great Lakes Bernedoodles may want to use them for.
- m) that this dog will never be sold or given away to anyone and if for some reason the buyer is unable to keep the dog they must return the dog to the breeder. No compensation will be given for the dog. However, if the buyer needs to return the dog for whatever reason within 10 days of the purchase date then there will be a refund to the Buyer. The dog must be healthy and in perfect condition. If it is not healthy or in good condition, no money will be returned to the buyer. Buyer will be responsible for all shipping fees.

n) that this Agreement between the BUYER and BREEDER shall be governed and construed according to the laws of Berrien County, Michigan without giving effect of any choice or conflict of law provision or rule (whether of Berrien County or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Berrien County. BUYER hereto irrevocably submit(s) to the jurisdiction of the federal courts located in Berrien County over any dispute arising out of or relating to this agreement. BUYER irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such Courts. BUYER hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which he or she may now or hereafter have to the laying of venue of such dispute brought in such court or any defense of inconvenient forum in connection there with.

o) that any dispute or disagreement of any kind between the BUYER and BREEDER in this agreement shall be resolved by binding arbitration in accordance with the laws of Berrien County.

_____ I have read and agree to the above terms

All aspects of this contract (sales contract, spay/neuter contract, health guarantee) are binding as soon as the puppy is in possession of the purchaser in order to protect the breeder, the buyer and most importantly the welfare of the dog.

The health guarantee is only applicable to the original purchaser and if the dog is sold or given away the warranty is void.

This agreement is one of total integration. All details of the Buyer/Breeders responsibilities and understandings are written within this agreement. There are no oral modifications to this contract.

The Buyer and Breeder accept all conditions stipulated in the pages above. Once signed by both parties, Buyer assumes all financial responsibility for this puppy, including transportation. This risk of the loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Breeder.

Date:_____

Breeder's signature(s):

Buyer's Signature(s):
