



# PET AGREEMENT & HEALTH GUARANTEE

Crystal & Mark Klaus, Owners  
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<b>Birth Date:</b>	<b>Adoption Fee: \$3,500</b>
<b>Gender:</b>	<b>Non-Refundable Holding Fee(s): \$500</b>
<b>Color, Markings &amp; Breed:</b>	<b>Transportation Fee (if applicable):</b>
<b>Dam:</b>	<b>Balance Due:</b>
<b>Sire:</b>	<b>Go-Home Date:</b>
<b>Registration:</b>	

The following terms and conditions are agreed upon between Crystal and Mark Klaus, Owners of Klaus Poodles, herein referred to as the “Breeder,” and \_\_\_\_\_, herein referred to as the “Buyer”:

**DEPOSIT:** A non-refundable deposit of \$500.00 (“Deposit”) has been paid to the Breeder. The Deposit shall be applied to the final Purchase Price (defined below). The Buyer acknowledges that the Deposit is non-refundable under all circumstances.

**PURCHASE PRICE:** The full purchase price of \$3,500.00 (“Purchase Price”) is agreed upon, with the balance due in full at least one week before the puppy is delivered to the Buyer or upon the Buyer’s pickup of the puppy. Any shipping and handling expenses are the responsibility of and shall be paid by the Buyer. All payments due under this Agreement shall be made in US Dollars and paid to the Breeder in cash or via Good Dog, Venmo, Zelle, Apple Pay, Facebook Messenger Pay, or Cash App.

**GO-HOME DATE:** The puppy is eligible to be pick-up by the Buyer on the above-listed date. If the Buyer cannot pick up the puppy by this date, there is a boarding fee of \$20 per day or \$150 per week. The Buyer agrees and understands that the Breeder has the option of canceling the sale, voiding this contract, and finding another Buyer if the Buyer has not picked up the puppy within seven (7) days of the go-home date listed above.

**SPAY/NEUTER AGREEMENT:** This puppy is being sold by the Breeder and purchased by the Buyer(s) as a pet-quality/companion dog only. The Buyer(s) is obligated to spay/neuter the dog as described herein. The Buyer(s) agree that the dog will not produce a litter of puppies, either through intentional or accidental breeding. The Buyer(s) agree that this dog shall be spayed/neutered by \_\_\_\_\_ (equivalent to one (1) year of age), and evidence of said spay/neuter is required to be provided to the Breeder in writing within seven (7) days of the procedure. Proof of spay/neuter must be on veterinary hospital letterhead, showing the puppy’s name, date of birth, and microchip number (if applicable). The right to ownership of the puppy is conditioned upon the Buyer paying all costs and expenses to spay/neuter the puppy no later than the age of 12 months old and providing proof of such spaying/neutering to the Breeder immediately upon completion. In addition to such other remedies as may be available to the Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, the Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$5,000.00 if the puppy is not spayed/neutered in accordance with this Agreement. If at any time the puppy has produced any offspring, the Buyer must return the puppy to the Breeder immediately and pay the Breeder \$5,000.00 per litter of offspring, the Breeder’s attorney fees and court costs, and any travel or transportation costs associated with returning the puppy to the Breeder, including, but not limited to, airfare, hotel, gas/mileage, and meals. All the Breeder’s warranties set forth in this Agreement will become null and void.

**PET INSURANCE:** Within 24 hours of receiving the dog, the Buyer(s) will be provided with a certificate for a free 30-day trial of pet insurance with Trupanion. The Buyer(s) shall timely activate the insurance and provide proof of activation to the Breeder before the date of possession. The Breeder shall not be responsible for any medical expenses that the Buyer(s) incur. If Buyer fails to timely activate the 30-day free trial, the 5-day warranty contained in this Agreement is null and void. Continued service with Trupanion beyond the 30-day free trial is only required if the Buyer returns the puppy within the Examination Period at which time Buyer agrees to transfer the pet insurance policy for the puppy over to the Breeder.

**ONE-YEAR HEALTH GUARANTEE:** Even though the Breeder has worked diligently to carefully monitor the dog’s development and has performed health testing to help reduce the risk of diseases 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 Breeder has developed this guarantee process. The Breeder shall not be responsible for any medical expenses that the Buyer(s) incur.

## 1. GUARANTEE INCLUSIONS:

- a. **EYE DEFECTS:** Covers genetic eye defects causing progressive blindness and/or requiring surgery to prevent blindness, as diagnosed by a board-certified veterinary ophthalmologist. This includes prolapsed gland of the nictitans (cherry eye) and entropion.
- b. **CARDIAC AND LIVER DISORDERS:** Includes congenital portosystemic shunt as diagnosed by a licensed veterinarian specialist. Covers cardiac disorders of a clearly genetic origin that require surgery or are life-threatening or greatly diminish the dog's quality of life after treatment. Screening exams part of wellness checks or for OFA certification require further testing for diagnosis by a board-certified canine cardiologist.
- c. **HEALTH, COLOR, COAT, AND TRAIT TESTING:** Breeder has tested the parents of the dogs for most recommended health tests appropriate to the respective poodle variety, as per the Poodle Club of America and the American Kennel Club. If Buyer(s) perform any additional testing not included in the testing results provided, the Breeder is not responsible for those results. This includes genetic markers, such as CDDY-IVDD, prevalent in smaller poodle varieties.
- d. **PATELLAR LUXATION:** Covers severe luxating patella(s) requiring surgical intervention, as diagnosed by a licensed veterinarian. Excludes dogs that are overweight (defined as a body condition score over 5 on a scale of 9) or have injuries linked to over-exercise, trauma, or environmental factors. Documentation must be submitted within seven (7) days of diagnosis, including proof of healthy weight and BCS score evaluated by a veterinarian.
- e. **HIP DYSPLASIA:** Covers severe clinical hip dysplasia within the stated period, provided the dog has not been overweight (defined as a body condition score over 5 on a scale of 9), exposed to unhealthy environments, or sustained injuries from over-exercise or trauma. Excludes dogs with osteoarthritis or hip dysplasia signs without clinical symptoms. Requests must include radiographic evidence, proof of severe clinical symptoms, and a second opinion from a Breeder-approved veterinarian or certification authority.
- f. **DEATH:** If the dog dies and a genetic or guaranteed condition is suspected, a necropsy must be performed by a licensed veterinarian at Buyer(s)'s expense. Copies of diagnosis and treatment documentation must be provided to the Breeder. The Breeder reserves the right to request a second opinion from a veterinarian of their choice, and any travel or shipping fees are borne by Buyer(s).
- g. **RETURNS/REFUNDS:** If a guaranteed inclusion event occurs within the guarantee period, the dog must first be spayed or neutered. Proof of the procedure, including the dog's name, date of birth, and microchip number, must be provided within seven (7) days. Buyer(s) may then choose to:
  - i. Keep the dog and receive a dog from the next available litter of comparable size/breed/value from the Breeder.
  - ii. Rehome the dog to a suitable home and receive a dog from the next available litter of comparable size/breed/value from the Breeder.
  - iii. If unable to keep or rehome the dog, return the dog to the Breeder along with all documentation, and receive a dog from the next available litter. Costs for returning the dog are borne by Buyer(s); costs for the new puppy's transportation are borne by the Breeder.
- h. **LEPTOSPIROSIS:** Excludes puppies given the Leptospirosis vaccination due to the high number of adverse events and complications.
- i. **NO OTHER WARRANTIES:** No other warranties or guarantees, expressed or implied, are made by the Breeder, and the puppy is sold and delivered "as is," except as expressly set forth herein.

## 2. GUARANTEE EXCLUSIONS:

- a. **SURGICAL PROCEDURES:** Costs related to routine surgical procedures, including any injury or death resulting from such procedures.
- b. **CONDITIONS & MINOR FLAWS:** Common dog parasites brought on by the stress of changing environment, shipping, or motion sickness. Stress can trigger opportunistic parasites such as coccidia and giardia (both dormant in most animals), and occasionally upper respiratory infections. Also excluded are viral illnesses, infections, ear mites, skin issues (including mites, fleas, ticks), malocclusions, allergies, herniations, open fontanel, cryptorchidism, low-grade heart murmurs (not requiring surgery), low-grade luxating patellas (not requiring surgery), mild hip dysplasia (not requiring surgery), seizures, or non-life-threatening portosystemic shunts. Other non-life-threatening conditions related to the eyes, skin, tissues, allergies, herniations, cryptorchidism, malocclusions, mild luxating patellas, and open fontanel are also excluded.
- c. **ILLNESSES OF UNKNOWN ORIGIN:** Any illness due to the ingestion of foreign objects, food, plants, chemicals, or other items, physical injury, or conditions with unknown causes or environmental links, including but not limited to cancerous growths.
- d. **CHARACTERISTICS:** Due to factors that affect a dog's development (such as nutrition, environment, activity levels, and trauma), the Breeder cannot guarantee the size, color, conformation, or temperament of any dog beyond the date of this Agreement.
- e. **DEWCLAWS & TAIL:** The Breeder does not guarantee that dewclaws have been removed or will not re-grow, and excludes any veterinarian charges for removal of dewclaws or docking of the dog's tail.
- f. **TRAUMA & ENVIRONMENT:** Health issues like luxating patellas and hip dysplasia resulting from trauma, environment, or failure to maintain general health care, including allowing the dog to become overweight (defined as a body condition score

over 5 on a scale of 9), are not included. Injuries to joints or bones from over-exercise are also excluded.

- g. **HYPOGLYCEMIA.** The Breeder will not accept any liability for any losses due to hypoglycemia. Any signs of depression, lethargy, lack of appetite or desire to drink water, diarrhea (particularly with blood and/or mucous), or vomiting must be treated by the Buyer's veterinarian immediately.

**Preventative Health:** Buyer(s) agrees to maintain the dog in good physical condition with regularly scheduled health visits to the veterinarian for ongoing care appropriate to the area, as recommended by the veterinarian. Buyer(s) further agrees to provide proper shelter, exercise, fresh water, high-quality dog food, treats, pet care products, and nutritional supplements suitable for the dog. Careful consideration should be given in consultation with the veterinarian regarding the preventative use of any internal flea medication, as Comfortis or Trifexis Flea & Tick products have been known to cause adverse reactions. The breeder recommends using Frontline Plus or Advantix (both topical) or a Seresto collar for tick prevention.

**Rehome or Return of Dog:** We do not wish for any puppy to be sold or given to any pet shop, animal shelter, rescue, research laboratory, or similar facility. However, Buyer(s) may need to rehome the dog to a suitable alternative home. If Buyer(s) cannot rehome the dog accordingly, Buyer(s) agrees to return the dog to the breeder. All costs associated with returning the dog shall be borne by Buyer(s), and the dog's ownership shall be transferred to the breeder 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.

**Confidentiality of Disputes:** Breeder and Buyer agree that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media. However, this provision shall not prevent either party from bringing legal action or engaging in confidential mediation

**Dispute Resolution:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not resolved through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or other dispute resolution procedures. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. The dispute will be decided in the state and county in which the breeder lives at the time of the filing of legal papers.

**Miscellaneous:** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications, or waivers to this Agreement will be effective unless in writing and signed by both parties. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. In the event of legal action necessary to enforce the obligations on the Buyer(s) by the breeder, the Buyer(s) shall be responsible for all reasonable expenses of such enforcement, including the breeder's necessary attorney's fees, court costs, and travel fees.

In the event Breeder ceases breeding activities, this Agreement will be terminated and Buyer(s) releases Breeder from all claims.

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

**Legal Binding Document:** This document is a legally binding agreement. Any court costs and attorney fees necessary to enforce this contract shall be paid by Buyer(s) in the state of Texas. The laws of the state of Texas, Montgomery County, United States of America, will govern the interpretation of this contract.

**This guarantee is applicable only to the original buyer(s) and is non-transferable. No other guarantees, expressed or implied, are provided except as stated herein.**

I, the undersigned buyer(s) of a dog from Klaus Poodles, acknowledge receipt of this agreement and agree to abide by its terms in full. By signing below, I accept the dog and the terms of this agreement in their entirety.

**DATED:** \_\_\_\_\_ **Buyer(s) Signature:** \_\_\_\_\_

**Physical & Mailing Address:** \_\_\_\_\_

**Two Phone numbers:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Breeder Signature:** \_\_\_\_\_ **DATED:** \_\_\_\_\_

**Crystal Klaus or Mark Klaus**