



contract

MDG Nickname for Puppy: _____
Variety: _____ Sex: F M Color: _____
AKC Registration #: _____
Puppy's New Name: _____
Puppys Dam: _____
Puppy's Sire: _____
Puppy DOB: _____

We do our best to provide you with a happy, healthy, socialized puppy before he or she goes to your home. After that, you need to do your part to keep him or her that way.

Name: _____ Email Address: _____
Address: _____
Home Number: _____ Cell Number: _____

FEEES & EXPENSES: A \$250 NON REFUNDABLE Deposit is required to reserve your puppy.

PURCHASE PRICE \$ _____ ADDITIONAL EXPENSES \$ _____
DEPOSIT PAID \$ _____ BALANCE DUE: \$ _____

Final payment is due upon pickup in cash or bank check or money order. No checks will be accepted for final payment. ALL expenses incurred (after pickup/delivery of puppy), medical or otherwise, are the responsibility of Buyer and not the responsibility of Moondrop Gardens or its proprietor ("Breeder"). Sales tax is applicable.

HEALTH GUARANTEE:

All puppies are guaranteed to be free of communicable diseases at the time of sale. Breeder is not responsible for immunity level, mites, pneumonia, heatstroke, ringworm, conjunctivitis, and ear infections once puppy has left Breeder's hands.

Fecal samples are tested before leaving breeders home. Breeder will only administer wormer or treatment based on the fecal sample findings. Breeder shall administer first 5 Way Vaccination: Vanguard® Plus 5 prevents canine Distemper, Adenovirus Type 1 (Hepatitis), Adenovirus Type 2 (Respiratory Disease), Parainfluenza, and Parvovirus. The next vaccination is due 3-4 weeks after shot number 1 and the final vaccination is due after 16 weeks when mother immunity has worm off. Rabies will follow 4 weeks after that. Breeder shall also administer any other preventive or other veterinary care necessary until the date of sale.

Our puppies are sold "as is." The following is the only exception to this policy: If within the first 2 years of life a qualified, licensed veterinarian detects a proven, life-threatening genetic disorder that is serious enough to warrant the euthanization of the dog, Buyer must send the report by email or U.S. mail to the Breeder within 48 hours of receipt of the report. Breeder will then have their licensed veterinarian interpret the report. Breeder also reserves the right to have its own veterinarian examine the dog. If Breeder's veterinarian concurs with the conclusion reached in the report provided by Buyer, Breeder will replace the dog, upon return of the dog (at Buyer's expense) and the dog's registration papers (if registered). Replacement puppy will be of the same sex, and color, and Breeder may take up to two years to replace. The replacement puppy will be chosen by Breeder. This guarantee does not apply to hernias, lazy eye or cherry eye, whether or not they are deemed to be genetic disorders.

Breeder will provide Buyer with a health record and certificate from Breeder's veterinarian that contains a record of the first (and sometimes second) shots and wormings the puppy has received. Breeder will also have puppy's tail docked as per the breed standard and dew claws removed (dew claws are not guaranteed as sometimes they grow back) before delivery to Buyer.

This guarantee does not cover disorders that may be caused by environmental factors, including, but not limited to: allergies, thyroid dysfunction, demodectic mange, and other autoimmune disorders.

Breeder takes preventative measures against parasites, but cannot guarantee against internal or external parasites, including but not limited to fleas, lice, worms, or coccidia.

Breeder also does not guarantee against stress-induced coccidia or giardia, which can be caused by stress, changing food or water supply, among other causes.

Breeder does not guarantee adult size, color, submissive wetting, and/or behavioral problems. No guarantees are made regarding temperament.

REGISTRATION CERTIFICATE:

Breeder shall provide Buyer with the individual AKC registration certificate for each puppy. If the certificates have not been received from the registries at the time of sale, Breeder will provide Buyer with documentation that the registrations have been applied for, and upon receipt of the certificates from the registries, the Breeder will forward the certificates to the respective Buyer at the address listed in this contract. You are responsible to choose your registered name and send in the registration form with applicable payment to AKC. **It is customary to have the prefix MDG's in front of the name you choose as it will show where your puppy came from like a surname.**

BUYER'S RESPONSIBILITIES:

Buyer **MUST** have puppy examined by a licensed veterinarian within 72 hours from date of sale. A stool sample must be included in the first visit. Failure to have puppy examined will result in voiding any and all guarantees set forth in this contract. Breeder accepts no responsibility for any communicable diseases after 72 hours.

Puppy is delivered with first (and sometimes second) shots. It is Buyer's responsibility to keep up with his/her vaccinations. Buyer agrees to provide annual veterinarian exams, including heartworm checks and preventative care, and to keep vaccinations current, including booster vaccinations. Buyer will insure that Puppy receives all necessary veterinary care to maintain its good health. Failure to provide documentation of compliance with this requirement voids any and all guarantees. Breeder does not recommend Lepto or Corona shots for their breed under 1 year old.

Buyer further agrees that the puppy will be kept in appropriate conditions for its health and welfare. Puppy will be fed a suitable diet for its age and condition. Remember to keep your puppy clean. Instructions have been given on the feeding schedule of the puppy and its daily routine. If these instructions are not followed, this contract is void.

THIS PUPPY IS BEING SOLD AS A PET AND IS TO BE SPAYED/NEUTERED BY A LICENSED VETERINARIAN WITHIN 1 YEAR OF AGE. X_____ PROOF OF NEUTER/SPAY WILL BE REQUIRED WITHIN PUPPY'S FIRST YEAR. WE RECOMMEND NEUTERING MALES PRIOR TO 7 MONTHS TO AVOID MARKING.

All guarantees are null and void if buyer does not comply with these terms. This agreement is also voided if any type of abuse and/or neglect is evident or can be shown to exist or have existed. This agreement does not cover accidental injury or death.

PLACEMENT ASSISTANCE:

Breeder is not responsible for any problems with landlords, family members, work responsibilities, or allergies that prevent Buyer from keeping the puppy. However, if Buyer is unable to keep the dog for any reason (including, but not limited to the inability to provide proper veterinary care), Buyer must contact Breeder immediately to make arrangements (at Buyer's expense) to bring the dog back to Breeder so we can find the dog a good home. We do not want any of our dogs in shelters, or dropped off somewhere without adequate care. Breeder will not give a Refund for Buyer's inability to keep the dog. X _____

PHOTOGRAPHY:

We take tons of photographs of your puppy from birth to the time they go home. By signing this contract Buyer gives permission for the Breeder to use these photographs on the Moondrop Gardens website or in print ads. **By signing this contract** you are giving permission to Moondrop Gardens to use any photographs that you and your family members may be included in on their website or print ads. This includes but is not limited to photographs that you have forwarded to us from your personal collection.

By signing below, both Buyer and Breeder agree to all the terms and conditions of this Contract.

Buyer Name: _____

Signature: _____ Date: _____

Breeder: Moondrop Gardens, 1081 East Mountain Road South, Cold Spring, NY 10516
Tel: (845) 897.2474 - moondropgardens@gmail.com www.moondropgardens.com

Signature: _____ Jennifer LaBarbera Date: _____

Please do not hesitate to call us regarding this contract or any questions you may have. Thank You!

INFORMATION FOR BUYERS

Your puppy's second set of shots are due at 12 wks, and third set AFTER 16 weeks. Rabies shot is recommended after 20 weeks. After that yearly vaccinations are required. Please note that we do not recommend Lepto or Corona shots and this guarantee will be VOID if they are given before the puppy is 1 year old. We have heard of certain reactions to these vaccinations across our breed.

The temperament of your puppy is based on the amount of time YOU give to your dog and to its development and socialization. Puppy Kindergarten/Obedience classes are recommended for all puppies.

Puppies can get coccidia/giardia from the stress of moving and changing of food, or water supply. Buyer is responsible for keeping their puppy away from contaminated areas, out of the heat, and cold drafty places.

Take great care to protect your puppy from getting lost, stolen, and from danger or abuse. There is NO guarantee against negligence.

Please do not take the puppy into public places (especially the pet store or dog parks), until the puppy has had all its vaccinations (up to its 16 week vacc.) to insure immunity against disease. PARVO is very contagious and will kill a puppy if they are infected. As of 2010 PARVO virus has been on the rise in the Eastern Coast.

We recommend crate training 100%. Please make sure you understand what crate training is and how to do it properly.

Puppy biting and chewing is normal and you should reprimand your puppy and let them know that that behavior is not acceptable and redirect their attention to a something else like a toy. This will continue and is a nuisance until they loose their baby teeth around 4-5 months. After that this behavior should subside significantly.

You should feed FROMM FAMILY PUPPY FOOD IN PINK BAG for the first year of life, after that you can transition to the adult formula or find another brand that would suit their needs. We recommend keeping them on a premium diet to avoid skin, ear and stomach issues.



We just wanted to take this opportunity to say how happy we are that we were able to be a part of your new puppy experience. It has been our pleasure to meet you and to raise your puppy for the last few months. We have enjoyed having them and hope that you will be happy together forever. We feel that we go above and beyond the normal puppy raising process because we sincerely care about your puppy- good socialization and good health care start from the very beginning. We know you will continue exactly where we left off and you will be an excellent home. I also wanted to let you know that we are here for you if ever you have any questions or just want to chat. We want to know about your cocker's health if there is ever a problem- whether it is covered by our guarantee or not. We take time and much thought in a breeding program and we really want to know if every you experience a problem so it can be noted or we need to make changes in our program. We would love to keep in touch with you and hope that you feel the same. We look forward to updates and pictures especially at Christmas and birthdays!!!

The puppies have been eating FROMM FAMILY PUPPY FOOD and are doing well on it. If in fact you feel that your puppy should be on a different formula-because this food is not readily available or it does not fit your budget we do have some recommendations- Earthborn and Merrick are good companies. The reason I hope you stick with these premium foods is because even though they cost a little more - as you may know cocker spaniels are prone to allergies, ear infections, skin sensitivities and sensitive stomachs. If you start them on a premium food from the start- you will actually be spending less money at the vet on remedies and in fact the consumption and excretion of your dog will be much less because they will be getting all the nutrients they need in a smaller amount of food- with much less fillers. Please please remember that if you do transition - please do it slowly over a period of 2 weeks. Start by developing a schedule and feed them 3 or 4 times a day (wet the dry food with hot water and then drain the water) or as much as they can eat in 15 minutes. They will probably eliminate right away so make sure you stay with them after they eat and take them for a walk after. They will be due for their next series of shots at 13 weeks old, and another around 16 and rabies shortly after. Please remember we do not recommend Lepto or Corona shots for our breed at this age.

If you think that we have exceeded your expectations- we would totally appreciate you leaving us a note in our guestbook on our website, this way other potential puppy families will have the chance to read those reviews and know that we are competent breeders. I believe that the best compliment you can get is a good recommendation. Each of these puppies is important to me because of the work involved in making them a happy and healthy puppy. We do this all in my home and even though it is a lot of hard work from all family members I would not change it for the world. In the end- it makes me feel good to know that I have made a few people very happy, have given a puppy a good home and have made lots of friends along the way!

We also wanted to let you know if your situation ever changes and you are no longer able to take care of your MDG cocker- we will be here to help you rehome your dog. We never want to see any of our dogs end up in shelters or given away. We brought them into this world and it is our responsibility to make sure they are in a place they deserve to be.

It has been a pleasure--please keep in touch,
Sincerely,

Jennifer, Jim, Rose, Devan, James Jr., and the MDG Cocker Crew!

IN CASE OF EMERGENCY FORM:

Buddy System

This form is used because of an incident that happened in 2015 when a single owner died of a heart attack in his sleep at the age of 55. His family was so distraught and did not know what to do with his dogs so they called animal control and when animal control got there they saw how sweet his 2 dogs were. One of his dogs was a 4 year old MDG cocker named Buddy. The animal control officer asked his shelter friend to see if she had room at her shelter instead of taking them to a kill shelter. By the grace of God she had room. I found out about his death through a friend and tried to get the dogs out of the shelter but they would not release them to me because owner breeched contract and never had his dog neutered- so I had to wait until they neutered him. In the meantime, I searched for homes and found a woman who fell in love with both the dogs. She adopted them and they were able to leave the shelter a week later. This could have had a very different outcome so this additional form is to assist in this situation in hopes it will not happen again and all MDG cockers return to their breeder, Jennifer LaBarbera so she can care for them and rehome if needed. It is also why proof of altering is required within first year.

OWNER

I, _____

appoint (responsible party name) _____

to be the responsible party in charge of my cocker spaniel (dog's name) _____ in the unfortunate event of my death. I understand they will adopt my dog and if their situation changed where they can NOT take care of my dog they are to contact breeder, Jennifer LaBarbera and make arrangements to get dog back to her.

Owner's Signature: _____

Date: _____

RESPONSIBLE PARTY

I, _____ am the responsible party in charge of MDG cocker spaniel _____, who was born on _____.

I understand in the unfortunate event of the above owner's death I will be responsible to adopt and care for the mentioned dog. If my situation has changed and I can not care for the mentioned dog I will **contact** Jennifer LaBarbera of Moondrop Gardens (845) 897-2474 so she can can adopt/rehome the above named Cocker Spaniel if necessary. The above named Cocker Spaniel will be returned to Jennifer LaBarbera of MDG Cockers as an alternative to being placed in a shelter or rescue above all.

Print Name: _____

Signature X _____

Tel: _____

Email Address: _____

Date: _____

LAST WILL AND TESTAMENT ACKNOWLEDGMENT

I, _____ have made clear arrangements in MY LAST WILL AND TESTAMENT that my dog _____ bred by Jennifer LaBarbera of MDG Cockers will be inhearted by the above responsible party. If they can not take care of the dog clear arrangements have been made for the dog to be returned to her and she will be responsible for finding a new home for him/her or will become the dog's new owner in the unfortunate event of my death.

Print Name: _____

Signature : _____

Date: _____