F1 SHEEPADOODLE

COMPANION-PET AGREEMENT

AND OPTIONAL BREEDING RIGHTS ADDENDUM

To be attached to and incorporated into the Puppy Purchase Agreement.

Buyer Name	
Buyer Address	
Telephone / Email	
Puppy Name	
Date of Birth	
Microchip Number	

PART I - COMPANION-PET / NO BREEDING RIGHTS PROVISION

1. Purpose of This Provision

Seller supports responsible, veterinarian-guided decisions regarding whether and when a companion dog is spayed or neutered. However, choosing to keep a pet dog intact carries an increased responsibility to prevent accidental breeding, unauthorized breeding, roaming, unsupervised contact with intact dogs, and the production of puppies without appropriate health testing, planning, placement, or lifetime support.

This provision is intended to protect the Puppy, any dogs with whom the Puppy may come into contact, and any potential offspring. It is also intended to prevent irresponsible or convenience breeding based solely upon appearance, coat color, financial opportunity, or the fact that a dog remains reproductively intact.

Buyer acknowledges that responsible pet ownership includes secure supervision, proper containment, careful management during heat cycles, and prevention of all unapproved breeding. Buyer further understands that owning an intact dog does not make the Dog suitable for breeding and does not grant breeding rights.

2. Companion Pet Only

The Puppy is sold exclusively as a companion pet and without breeding rights unless breeding rights are specifically granted through Part II of this document, completed and signed by both Seller and Buyer.

Buyer understands and agrees that ownership of an intact Puppy does not include or imply permission to breed the Puppy. Buyer shall not intentionally or unintentionally breed the Puppy, permit the Puppy to be used for breeding, collect or preserve semen, ova, embryos, or other reproductive material, or advertise, lease, sell, transfer, or otherwise represent the Puppy as breeding stock.

3. Buyer Responsibility for Preventing Breeding

Buyer is responsible for managing and supervising the Puppy in a manner that prevents accidental or unauthorized breeding. This responsibility includes secure fencing and containment, leash or direct supervision when appropriate, separation from intact dogs during reproductive cycles, and reasonable precautions against roaming, escape, or unsupervised contact.

Buyer understands that an accidental breeding is still a breeding and does not excuse noncompliance with this Agreement. The Puppy shall not be transferred, sold, leased, gifted, co-owned, or otherwise placed with any individual or entity for breeding purposes unless Seller gives prior written approval.

4. No Mandatory Spay or Neuter Requirement

This Agreement does not require Buyer to spay or neuter the Puppy. The decision whether and when to sterilize the Puppy shall remain between Buyer and Buyer's licensed veterinarian, taking into account the Dog's health, maturity, lifestyle, and individual veterinary needs.

Leaving the Puppy intact does not grant breeding rights, modify the companion-only terms of this Agreement, or reduce Buyer's responsibility to prevent breeding.

5. Breeding Rights Are a Separate Add-On Option

Breeding rights are not included in the companion-pet purchase price. They may be considered only through the Optional Breeding Rights Addendum in Part II and may require an additional fee.

Breeding rights are not valid unless Part II is completed and signed by both Seller and Buyer. Verbal statements, text messages, emails, social-media communications, registration documents, possession of an intact dog, or payment of the companion-pet purchase price do not constitute permission to breed.

6. Unauthorized Breeding

Any intentional or accidental breeding that occurs without written breeding rights from Seller constitutes a material breach of this Agreement. Seller may pursue remedies available under the Puppy Purchase Agreement and applicable law, including recovery of damages, reasonable enforcement costs, veterinary expenses, and legal fees to the extent permitted by law.

PART II - OPTIONAL F1 SHEEPADOODLE BREEDING RIGHTS ADDENDUM

This Addendum applies only when the "Breeding Rights Granted" option is selected below and the Addendum is completed and signed by both Seller and Buyer. If breeding rights are not granted, Part I remains fully controlling.

Breeding Rights Selection

☐ Breeding rights are NOT included. The Dog remains a companion pet only.

☐ Breeding rights ARE granted, subject to every requirement in this Addendum.

Additional breeding-rights fee: $_____

1. Responsible Breeding Acknowledgment

Buyer acknowledges that breeding is not appropriate merely because a dog is intact, registered, attractive, unusually colored, or capable of reproduction. Responsible breeding requires mature physical and emotional development, comprehensive health and genetic testing, careful mate selection, knowledge of inherited traits, appropriate veterinary care, financial preparedness, responsible puppy placement, and a lifetime commitment to every puppy produced.

This responsibility is especially important when breeding a dog carrying the merle coat trait. Merle must never be treated solely as a desirable color or marketing feature. It is an inherited genetic trait that must be accurately identified through DNA testing and managed through careful pairing decisions.

Buyer agrees that the health, temperament, structure, genetic welfare, and long-term well-being of the Dog and any resulting puppies shall always take priority over coat color, markings, rarity, demand, convenience, or financial gain.

2. Conditional Nature of Breeding Rights

The granting of breeding rights does not guarantee that the Dog will be fertile, structurally sound, medically suitable, temperamentally appropriate, or otherwise qualified for breeding. Breeding rights provide conditional permission to breed only after every requirement of this Addendum has been satisfied.

Seller may withhold or withdraw approval for a proposed breeding when credible health, genetic, structural, temperament, welfare, or mate-selection concerns exist. A decision not to approve a breeding does not create a refund obligation for the original purchase price or breeding-rights fee unless separately stated in writing.

3. Minimum Breeding Age and Maturity

The Dog shall not be bred, collected from, or used for breeding before twenty-four (24) months of age. The Dog must also be physically mature, emotionally stable, in sound health, and cleared through all required testing before any breeding occurs.

No female shall be bred during her first heat cycle, regardless of age. No breeding shall occur when a licensed veterinarian or reproductive specialist advises that breeding would be unsafe, premature, or medically inappropriate.

4. Required Health and Genetic Testing

Before breeding, Buyer shall complete health testing appropriate to both Standard Poodle and Old English Sheepdog ancestry and provide Seller with complete, unaltered copies of all results. At minimum, testing shall include:

- Final hip evaluation through OFA or another recognized equivalent accepted by Seller;
- Elbow evaluation through OFA or another recognized equivalent accepted by Seller;
- A current CAER eye examination performed by a board-certified veterinary ophthalmologist;

- Cardiac evaluation performed by a licensed veterinarian or veterinary cardiologist, as appropriate;
- Thyroid testing when recommended based on ancestry, health history, or the proposed breeding program;
- A comprehensive DNA health panel covering known inherited conditions relevant to Standard Poodles and Old English Sheepdogs;
- DNA coat-trait testing that clearly identifies merle status, including possible cryptic, minimal, atypical, or otherwise non-obvious merle alleles; and
- Any additional testing reasonably recommended by Seller, OFA, applicable breed-parent organizations, a reproductive veterinarian, or a veterinary specialist based upon the Dog's health, ancestry, or proposed mate.

Completion of testing alone does not make the Dog suitable for breeding. The actual results, health history, temperament, structure, movement, reproductive fitness, genetic compatibility, and proposed pairing must also be acceptable.

5. Merle Breeding Restrictions - Strictly Enforced

Buyer understands that merle is an inherited coat trait requiring careful and informed breeding management. A Dog carrying any merle allele shall never be bred to another dog carrying any merle allele.

This prohibition includes, without limitation, dogs identified as visible merle, blue merle, red or brown merle, harlequin merle, cryptic merle, minimal merle, atypical merle, phantom merle, or any other merle-associated genotype, whether or not a merle pattern is visible.

The proposed mate must receive reliable DNA testing of the merle locus before breeding. Visual appearance, photographs, pedigree, registration color, breeder statements, prior non-merle offspring, or lack of visible merling are not sufficient proof that a proposed mate is non-merle.

A merle-carrying Dog may be bred only to a DNA-confirmed non-merle mate whose test results establish that the mate does not carry any reported merle allele. Buyer shall provide Seller with the complete merle test report before breeding. Seller may require repeat or expanded testing when a result is incomplete, ambiguous, limited in allele reporting, or otherwise insufficient to rule out cryptic or atypical merle.

Merle-to-merle breeding is strictly prohibited under all circumstances. Buyer acknowledges that violating this restriction creates preventable health and welfare risks for resulting puppies and constitutes a material breach of this Addendum.

6. Approval of Each Proposed Mate

Before every breeding, Buyer shall provide Seller with the proposed mate's identifying information and complete health, genetic, coat-trait, temperament, structure, age, and pedigree information reasonably requested by Seller. Seller's written approval must be obtained before breeding.

Approval of one mate, one collection, or one breeding does not authorize any later pairing. Seller may withhold approval when a proposed pairing could create an unreasonable risk of inherited disease, double-merle offspring, avoidable structural faults, unstable temperament, poor genetic compatibility, or other health or welfare concerns.

7. Health, Structure, and Temperament Standards

The Dog shall not be bred if the Dog develops or demonstrates any condition that makes breeding inadvisable, including:

- Hip or elbow dysplasia or other significant orthopedic disease;
- Hereditary eye, cardiac, neurologic, endocrine, immune-mediated, or other significant health disease;
- Seizures or an unexplained neurologic disorder;
- Unstable, fearful, aggressive, or otherwise unsuitable temperament;
- A serious structural defect or functional limitation;
- A condition reasonably believed to be inherited or likely to compromise offspring; or

- Any health concern for which a licensed veterinarian, veterinary specialist, or Seller recommends that the Dog not be bred.

8. Responsible Breeding Practices and Puppy Placement

Buyer agrees to breed responsibly and shall:

- Use appropriate veterinary and reproductive care before, during, and after breeding;
- Maintain accurate breeding, pregnancy, whelping, health, and puppy-placement records;
- Provide proper prenatal, whelping, neonatal, socialization, nutrition, sanitation, and veterinary care;
- Never breed the Dog excessively or in a manner harmful to the Dog's physical or emotional welfare;
- Disclose known health and genetic information honestly to puppy buyers;
- Use a written puppy contract that clearly identifies whether breeding rights are included;
- Require puppies not sold with written breeding rights to remain companion-only;
- Provide lifetime return, rehoming, or placement support for puppies produced; and
- Never knowingly sell or transfer puppies through auctions, brokers, commercial resellers, pet stores, puppy mills, or high-volume resale outlets.

9. No Transfer of Breeding Rights

Breeding rights granted under this Addendum apply only to the original Buyer named in this document. They may not be assigned, sold, transferred, leased, or extended to another individual or entity without Seller's prior written consent.

The Dog may not be sold, gifted, leased, transferred, co-owned, or placed with another breeder while intact without Seller's prior written approval.

10. Material Breach

The following constitute a material breach of this Addendum:

- Breeding before twenty-four (24) months of age or before physical and emotional maturity;
- Breeding before completion of required health and genetic testing;
- Breeding without Seller's required written approval;
- Breeding a merle-carrying Dog to another dog carrying any merle allele;
- Failing to DNA test a proposed mate for merle;
- Providing false, altered, incomplete, or misleading health or genetic information;
- Transferring the Dog or breeding rights without written permission; or
- Breeding in a manner inconsistent with the health, welfare, testing, or placement requirements of this Addendum.

In the event of a breach, Seller may revoke breeding rights and pursue remedies available under the Puppy Purchase Agreement and applicable law. Buyer shall be responsible for resulting damages, reasonable legal fees, veterinary expenses, and enforcement costs to the extent permitted by law.

11. Governing Law and Venue

The parties acknowledge that Seller is located in the State of Montana. This Agreement and Addendum shall be governed by and interpreted under the laws of the State of Montana. Any dispute, claim, or legal proceeding arising from or relating to this document shall be filed and addressed exclusively in Lake County, Montana, to the extent permitted by law.

12. Entire Understanding and Written Modifications

This document supplements the Puppy Purchase Agreement. If a conflict exists, the more restrictive health, welfare, no-breeding, or merle-safety provision shall control unless Seller and Buyer expressly agree otherwise in a later writing signed by both parties.

Any exception, modification, or grant of breeding rights must be in writing and signed by both Seller and Buyer. No oral statement or informal electronic communication modifies this document.

ACKNOWLEDGMENT AND SIGNATURES

Buyer acknowledges having read this document in full, understands the responsibilities associated with keeping an intact companion dog, and agrees that responsible ownership requires prevention of all unauthorized or accidental breeding. If breeding rights are granted, Buyer agrees to comply with every health-testing, age, mate-selection, merle-safety, welfare, and puppy-placement requirement in Part II.

Seller: Heavenly Hilltop Farm	**Buyer Printed Name**
_____	_____
Seller Signature	**Buyer Signature**
_____	_____
Date	**Date**
_____	_____
Dog/Puppy Name	**Microchip Number**
_____	_____
Breeding Rights Fee (if applicable)	**Payment Date**
_____	_____
Seller Initials Approving Breeding Rights	**Buyer Initials Accepting Addendum**
_____	_____

Recommended practice: Have this document reviewed with the complete Puppy Purchase Agreement by a Montana-licensed attorney before use. This document is not a substitute for individualized legal advice.