

Companion Dog or Puppy Contract

THIS AGREEMENT made the _____ by and between:

Buyer

Name: XXXXXXXXXXXX

Address: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Phone: (XXX) XXX-XXXX / Email: XXXXXXXXXXXXXXXXXXXX

- AND -

Seller/Breeder(s)

Name: Selena Howard

Address: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Phone: (502) 705-5348 / Email: howardhounds@doglover.com

Registered Name of Dog: XX

Call Name: XXXXXX

Breed: DACHSHUND

Sex: MALE/FEMALE

Color: XXXXX COAT: LONGHAIR

Microchip Number: 000 000 000 000

UPON PAYMENT of the sum of \$1,500.00 paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog ("XXXXXXX") to Buyer:

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

TERMS AND CONDITIONS

- I. Transfer of Ownership and Registration
- (a) **The dog is sold on AKC Limited Registration - No rights have been granted for this dog to be shown in conformation and/or to be bred/produce a litter of puppies.**
- II. Seller's Representations and Warranties Seller represents and warrants to Buyer that:
- (a) Seller is the legal and true owner of the Dog, and Seller has the full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge, or other encumbrance.
- (c) The Dog is in good health and free of communicable diseases at the time of this sale.
- (d) **To ensure that the Buyer does not euthanize the Dog or take it to an animal shelter, the Seller will take the Dog back at any time during the Dog's lifetime. Seller will NOT issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller concerning the Dog's health.**
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- III. Fitness of Purpose, the Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring, or sporting performance.
- IV. Buyer's Representations Buyer represents to Seller that:
- (a) The Dog will reside with the Buyer as a companion pet to the Buyer and the Buyer's family.
- (b) Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will without supervision. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
- (c) Buyer will provide the Dog with nutritious food (based on recommendations given) and necessary veterinary care, including deworming, heartworm prevention, and regular vaccinations (including Rabies, Distemper Parvo, Leptospirosis & Bordetella). *Influenza & Lyme are recommended vaccinations, but not a series of vaccinations begun by the seller(s). These vaccinations would be at the buyer's discretion and paid for by the buyer.
- (e) The dog will **NOT** receive a ProHeart6 or ProHeart12 Injection for heartworm disease prevention OR Bravecto Quantum 12 Month Injection for Fleas/Ticks. This voids the health guarantee if given.
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- (f) Buyer is not acting as agent for any other person or business in the purchasing of the Dog.
- (g) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
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- (h) Buyer is **NOT** permitted to sell the dog to a new owner. If wishing to rehome the dog, it must be through the seller(s). The dog **MUST** be returned to the seller(s) to ensure that the new

owner agrees in writing to comply with the terms of this Agreement.

[Redacted]

- V. Indemnity and Release If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs, or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

[Redacted]

VI. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

VII. Governing Law

This Agreement shall be governed by and construed under the laws of Kentucky.

VIII. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller(s) and Buyer have made no other agreements, promises, representations, or warranties, express or implied, unless specifically stated in this Agreement.

[Redacted]

[Redacted]