

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

- 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.**
 - (b) **The dog is microchipped and registered with the breeder as the primary contact for the lifetime of the dog; owners are listed as additional contacts. I cannot be removed from the microchip contact information.**
- 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.

State of Health; Short-Term Health Warranty:

- (a) The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records provided to Buyer.
- (b) Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the "Examination Period") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes the following:
 - (a) any health issues caused by Buyer's ill-treatment, abuse or neglect
 - (b) any health issues that result from the puppy/dog transportation from Breeder to Buyer
 - (c) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.

Long-Term Health Warranty: Breeder provides a one-year warranty from the puppy/dog's date of purchase against any debilitating congenital conditions.

For purposes of this section, "debilitating congenital conditions" include

- (a) Patellar Luxation and PRA (Progressive Retinal Atrophy). *In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be allowed to take the puppy/dog to a licensed veterinarian of Breeder's choice for evaluation.
- (e) Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/ dog was "unfit for purchase" or has a genetic disorder that is identified within the warranty periods described above,

the Buyer may return the puppy/dog and receive a replacement puppy from the next available litter of equal or better value.

- **Ohana Policy**

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.

- 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.
- 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.
 - (d) 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

- **Spay/Neuter Provision.** The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neutering the puppy/dog no later than the age of 2 years and providing proof of such spaying/neutering to Breeder immediately upon completion. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$5,000.00 if puppy/dog is not spayed/neutered in accordance with this Agreement. Buyer will **NOT** spay/neuter the puppy before 2 years of age. Alternative spay/neuter such as Ovary Sparing Spay (OSS) or Vasectomy is acceptable at 1 year of age.

- **Unauthorized Breeding:** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/ dog has produced any offspring, Buyer must return the puppy/dog to Breeder immediately and pay Breeder

\$10,000.00 per litter of offspring, and all of Breeder's warranties outlined in this Agreement will become null and void.

- Buyer is not acting as agent for any other person or business in the purchasing of the Dog.
(a) 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.

(b) 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.

- **Breach by Buyer**

Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties outlined in this Agreement being null and void.

(a) **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email, or phone number. Buyer agrees to

(1) maintain contact with Breeder regarding the puppy/dog four times in a calendar year (quarterly), and to reply as promptly as possible to inquiries about the puppy/dog from Breeder

(2) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registr(y)(ies)

(3) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavioral problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.

(b) **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect,

(1) Breeder has the right to take full possession of the puppy/dog and its duly signed transfer papers/registration and

(b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

(c) **Agreement to Mediate**

If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

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

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.

Governing Law

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

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.