

LCDals

PURCHASE AGREEMENT

PUPPY / DOG

Jennifer L Hall, LCDals (hereinafter "breeder") agrees to sell this puppy / dog to the purchaser (hereinafter "owner" or "buyer")

_____ entered into agreement on this date _____.

A non-refundable deposit of \$_____ has been received by the breeder, from owner, to be applied towards the purchase price of

\$_____ to hold _____ MALE -FEMALE (color)_____

****ALL PRICES INCLUDE TAXES, NO CASH REFUNDS, PUPPIES MUST COME BACK AT ANY AGE IF YOU CAN NOT KEEP****

LIMITED WARRENTY

Breeder will not held responsible for injuries once the dog leaves the breeders home (the dog is fragile and should be treated as such, "like a new born baby"). All items covered under this guarantee are done strictly by REPLACEMENT ONLY (if a life threatening genetic condition is found by a vet with proof).. The breeder does not give cash refunds or credit. The breeder is also not responsible for any owner incurred medical expenses. Breeder may offer a replacement puppy in the event of illness resulting in death but not if you are possibly at fault for the illness exposure. Breeder does not cover external or internal parasites. While precautions are taken parasites can at times still be present on animals puppies are especially vulnerable.

The owner is aware and accepts that owning a dog includes regular and emergency veterinary care and understands that they will be responsible for all related incurred costs and payments. The breeder recommends obtaining health insurance on your dog as well. 30 days free pet insurance is included with AKC registration.

II> TERMS

1. EXAMINATION: Owner agrees to have a licensed vet exam puppy Immediately if they feel something is wrong with the puppy, and notify Breeder If there is any genetic condition findings that may Interfere with the puppy's quality of life. Buyer understands that the breeder had the puppy examined by a licensed vet before pick up. Buyer understands that these pups are raised on a farm In a farm environment. Because puppy is raised on a farm buyer understands things like : fleas, coccidia and giardia are possible and are not covered In any guarantees as they can be common In farm raised dogs. Buyer understands puppy was examined by a licensed vet prior to purchase and no Issues were found at that time. Puppy leaves the breeders care In good health, any Issues that may arise please contact the breeder Immediately.
2. PAYMENT: Owner agrees to remit payment by cash or cashiers check, deposit made through virtual payment, dog is to be paid in full by the time the dog is picked up and taken to its new home. If payment is canceled In any way buyer is responsible to pay within 24 hours of the payment being canceled, If buyer does not breeder can repossess

the dog. Failure to give the dog back or pay the remaining amount will result in a \$1,000 fine and breeder will take the buyer to small claims court. Buyer will be responsible for the fine, remaining balance of the dog, court fees, lawyer fees, gas fees, and time compensation for \$25 per hour in travel time, and court time.

3. **VACCINATIONS:** The puppy / adult is in good health and has received age appropriate vaccinations (by the breeder). However, this does not guarantee an immunity to disease. The puppy must receive a series of vaccines that are recommended. The puppy has also received several doses of wormer for the treatment and prevention of roundworms, tapeworms, and hookworms. Owner understands that even though puppy has been given Shot(s)/ Dewormer this does not completely protect the puppy from disease/illness, nor worms, and fully understands it is not recommended by the breeder, to take the puppy or place the puppy on the ground in any commonly used pet areas (I.E. Dog parks, pet smart airports) until given the clear by a Vet and the series of shots are complete.
4. **REHOMING-** If at any point in time you can not care for or keep your dog for any reason, the animal **MUST** be returned to the breeder immediately, regardless of age, or condition. There will be no refund given. Any travel expenses are to be paid by the buyer, if in another state/ country buyer is responsible to fly or "ship" the puppy back to the breeder. If for any reason the dog/puppy is surrendered to a shelter, rescue, pet shop, or any other individual without the breeders written consent, the buyer can be charged a fee of \$5,000 and breeder has the right to take custody/ may repossess the dog/puppy, regardless if sold to a third party.. If this puppy / adult is sold or given to a third party without the breeders written consent the owner will be in a breach of contract and shall be subject to damages (fines of \$5,000 and possible theft charges).
5. If the dog/puppy is found to show signs of neglect, abuse or dog fighting. The Owner/Buyer can be charged and breeder will take legal action.
6. If the dog/puppy is deemed un-adoptable, and is determined the best option is euthanizing the dog/puppy, the buyer will be charged the vet costs to euthanize.
7. If the dog/puppy is sick upon return buyer may be charged the vet fees.
8. If buyer is ever convicted or charged with animal cruelty, neglect or abuse by any local, state or federal agency, of ANY animal not just this puppy. The buyer forfeits all rights to the puppy to the breeder and the breeder will become the legal owner. Puppy must be returned to the breeder **IMMEDIATELY**, failing to do so will result in a \$5,000 fine. The breeder has the right to repossess the dog if this is violated.
9. **TRANSFER / ASSIGN:** This contract and all of the guarantees apply to the original dog owner and is **NONTRANSFERABLE** or **ASSIGNABLE** to a third party without written consent from the breeder.
10. **REFUND "REPLACEMENT" PROCESS: NO MONETARY REFUNDS WILL BE GIVEN** in any case or under any circumstances except breeders option.
11. In the event of a fatal or severe life threatening genetic defect that is diagnosed by a licensed veterinarian before the puppy reaches 6 months old. The breeder must be notified of the veterinarian findings within 1 day. The breeder will then make available to the owner a replacement puppy of comparable value when one comes available, if proven that you qualify for a replacement. The replacement puppy may not come from the same litter or from the same parents as the original puppy. Must be the same breed, color, and gender as original puppy. Any physical problem that is or could be the result of injury **IS NOT** covered by this guarantee (hips, elbows not covered)

If environmental). Injuries that are environmental are not covered by this guarantee. If this puppy was pre-purchased (picked out prior to being ready to go home with owner) and the puppy for any reason is not thriving or dies while still in the breeder's care; then the breeder shall notify the owner immediately and make available a replacement of equal value when one becomes available. In ANY event that happens during, or shortly after traveling, buyer understands traveling is stressful for any puppy/dog and does not hold the breeder liable for refunding or replacing the puppy/dog for any injury, accident, or death during or after travel. In the event buyer travels to get the puppy, breeder is not responsible if the puppy gets parvo or any other virus as this can be picked up during transport. If a ground transporter is hired, and the puppy gets sick, injured or killed; breeder is not responsible to refund or replace the puppy for anything other than a genetic condition diagnosed by two licensed veterinarians, autopsy would be required and is the expense of the buyer.

** Under the terms of this purchase agreement, the owner must complete the following before any replacement decision will be made. Any sign of foul play, or abuse will result in NO replacement puppy, as well as possible abuse charges**

A> Provide legible copies of the puppies medical records showing regular vet check ups, current vaccinations, deworming and heart worm prevention.

B> provide a written statement signed by the vet on his personal stationary stating the health problem, supporting symptoms, and any tests done validating the diagnosis given. Also provide the phone number, and give the vet consent to disclose information to the breeder so she can talk to the vet directly.

C> If the puppy is deceased or euthanized for any reason and buyer wants a replacement puppy, and they believe that this was a result of a genetic condition the owner agrees at their expense to have a necropsy performed on the body and then supply the breeder with a legible copy of report

If for any reason a replacement puppy is offered to you and you decline it, this health guarantee shall be considered complete and fulfilled. There will NOT be another puppy offered to you and you understand and agree that any money already paid to the breeder will be forfeited, as there are NO CASH refunds. You also understand that you may not get pick of the litter. Equal value means same breed, same color (or comparable color) and same registration type (however if buyer is willing to pay the difference for a different breed, color, gender or registration type, then they can have a different puppy but must pay the difference price difference).

D> Breeder has the right to request the puppy be seen by a veterinarian of her choice for a second opinion. If buyer fails to complete ANY of these steps, buyer WILL NOT receive a refund or replacement puppy. And the health guarantee will be considered complete.

E> Sales tax amount are absolutely not refundable.

F> In the event the buyer wants a replacement puppy, Breeder MAY require that the original puppy comes back to the breeder's care, and a replacement will not be made available until all paperwork/microchip for the original puppy is signed over to the breeder. (Again this May not be required in all cases.)

I> This guarantee only applies to LIFE THREATENING genetic health conditions.

7) If puppy/dog is sold with a Spay/Neuter contract, owner agrees to NOT breed the dog at any age and is responsible for preventing accidental litters. The puppy must be fixed by 2 years of age but can be fixed at any age in the meantime, but, owner understands that by choosing to alter before 1 year of age, can have negative effects on the puppy/dog and cause issues later on in life, and that these issues are not at any fault to the breeder. Spaying/neutering before 1 year old limits the health warranty as there are significant research done that hip/elbow:joint/growth problems can be a result of altering early. Owner agrees to have the dog/puppy spayed/neutered by 2 years 1 month old. Proof of spaying/neutering is Required to be given to the breeder. There is a \$5,000 fine if the dog is not spayed/neutered by 2 years 1 month of age, this is also grounds to revoke the buyers rights to the dog, and calls for immediate surrender to Breeder. Owner also understands that it is their responsibility to make sure no accidental breeding occurs, and if they do they must contact the breeder immediately buyer will then be required to surrender all offspring to Breeder when they are weaned at 8 weeks, or allow the breeder to raise the puppies from 2 weeks before birth until weaned and allow the breeder to solely find homes for every puppy. Failure to surrender puppies will result in a \$10,000 fine, confiscation of the dog, and offspring and \$1,500 fine per puppy. If the buyer fails to spay/neuter above said puppy all rights and ownership of the said puppy will automatically terminate and revert back to the breeder who will immediately assume possession of the puppy. Buyer agrees to forfeit ownership of said puppy back to the breeder and any and all puppies produced from the original puppy with no refund of the purchase price. The buyer agrees to be responsible for any and all of the breeders legal fees, incurred due to breach of contract. The buyer, will return said puppy back to the breeder and surrender puppy and offspring to the breeder without financial restitution or compensation of any kind the buyer also agrees to pay the breeder a breach of contract penalty fee (\$5,000 for not spaying/neutering and \$10,000 plus \$5,000 for not spaying/neutering AND a litter has been produced) listed above is due immediately.

***Spay/Neuter Required for this puppy YES / NO

Breeders signature _____

9) Owner understands that if puppy is sold with a microchip, breeder must remain on the microchip as emergency "contact", so that in any event if the dog is lost or surrendered the breeder is contacted. Taking the breeder off the microchip, can result in breach of contract and the breeder will take custody of the puppy/dog.

Care Agreement:

A) The owner agrees to keep the dog active, and maintain a healthy weight, a balanced diet and lifestyle as well as take the dog/puppy to suggested vet examinations/ routine care.

B) The owner agrees to not keep the dog/puppy out doors overnight in harsh conditions/heavy rain. If the dog is kept outside for long periods of time owner must have adequate fencing, shelter, food and water. As well as not being chained, tethered or tied to anything unless supervised by the owner.

C) The owner agrees to socialize the puppy, however not until the first 3 puppy shots are completed, to prevent illness.

D) The owner agrees to not allow children to poke, climb on, bounce on, ride on, the puppy/ dog to avoid a harmful situation for both child, and puppy/dog.

E) The owner agrees to update breeder with pictures (either via text, Facebook message, or the breeders page) At a minimum of once per year. The owner will send the breeder an update if their address, phone number and email If It Is to change.

F) The owner agrees to contact the breeder with in 7 days of the onset any training or behavior issue.

G) The owner agrees to comply with provided puppy homework training worksheet. The owner agrees to contact breeder with any question or concerns immediately.

15) *DIVORCE/Separation/ Marriage of buyer(s)*

A> In the event the Buyers divorce, or separate, the buyer(s) agree to notify the breeder immediately and inform the Breeder of the situation and where the dog is going to be residing/ who the legal custodian will be of the dog. Buyers understand that in the event neither party can keep the dog they will bring the dog back immediately. If the other party is not a "owner" on this contract he/she can NOT take ownership of the dog, as no third party ownership/ transfer of ownership is allowed.

SLANDER CLAUSE

Slander and harassment Clause:

A> Buyers agree to handle all "issues" and matters involving the puppy with the breeder directly, and agree to not post any slanderous, Libel or otherwise harassing posts on any form of social media, internet, or otherwise in public presence.

B> Buyers understand that by slandering the Breeders name; he/she may be held accountable for their actions in a court of law, and ALL court fees will be the responsibility of the buyer. Breeder may also sue for damages and "loss of income".

C> there is a libel, slander and harassment fine of \$5,000 minimum plus possible loss of income fees.

The undersigned agrees to and is legally bound by the terms of this written agreement.

PRINT & SIGN

BUYER: _____

ADDRESS: _____

PHONE: _____

SELLER: _____

DATE: _____

