

Puppy Purchase Agreement

Breeder has agreed to sell & the Buyer has agreed to buy one Poodle puppy for the purchase price named below, under the terms in this agreement & described:

Description of Puppy

Collar Color: [REDACTED]
Gender: [REDACTED]
Date of Birth: [REDACTED]
Father: Sir Rexington Of Portland (PR26374505)
Mother: Viola-Jane Anlu(PR23675003)
Registration Type: Limited

Breeder

Katherine Henn
1014 Oakcrest Drive
Brandon, FL 33510
Khenn61@gmail.com
(434)409-2996

Buyer

[REDACTED]

Purchase Price

Total Purchase Price: [REDACTED]

Deposit: \$500

Remaining Balance Due: [REDACTED]

Preferred Method of Payment: Zelle (<https://www.zellepay.com/>) (Free)

Payment: PayPal (<https://www.paypal.com/us/home>) (Add 3% Fee or pay by "Friends And Family")

Please use khenn61@gmail.com for either payment method.

Estimated Pickup Date: [REDACTED]

Deposit

The Buyer agrees to place a NON-REFUNDABLE deposit fee for the puppy mentioned above. Surety of Action Non-refundable /Deposit Fee in the amount of \$500 is required to hold one puppy for Buyer until puppy is at least 8 weeks old & no older than 10 weeks. Color and size are not guaranteed.

There are no refunds on holding/deposit fees & failure of the Buyer to complete this purchase would subject Breeder to lost opportunities to sell the Puppy to some other Buyer & retention of the holding/deposit fees is meant to compensate Breeder for this possible loss. This holding/deposit fee signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy.

The Breeder reserves the right to void this transaction & refund the holding/deposit fee if we learn of any reason why Buyer might not be suitable for the puppy – (e.g. Buyer is found to be

an animal abuser, violent person, representative of a Pet Store, broker, representative of a pharmaceutical research laboratory, etc.).

When your puppy reaches eight weeks, he/she will receive his/her first set of vaccinations and a health check by our veterinarian. If your puppy does not get cleared by our veterinarian, Buyer's deposit and any monies received will be refunded.

Delivery Date

This Puppy will be available for the Buyer to pick up personally from the above address eight weeks from its birth. This date is based on our estimation of when the puppy will be naturally weaned & ready to leave its Mom. Payment (balance) will be due in full. Typically, our puppies stay with their Moms at an absolute minimum of 8 weeks of age, but can go up to 10-12 weeks of age depending on the puppy's needs.

If the Buyer is not able to pick up the puppy on the agreed upon Delivery Date, we will be glad to continue caring for the Puppy for a reasonable time, limited to 5 days unless otherwise arranged, but we will add a charge of \$30.00 per day for boarding for every day after the scheduled pickup date. This due upon [puppy pickup. However, the remaining balance due must be paid on the Delivery Date. Any additional expenses (e.g. shots, exams) are the Buyer's responsibility.

Puppy Pickup

The puppy may be picked up at the Seller's residence. If the Buyer lives too far to pick up Puppy at the Seller's residence, Seller agrees to meet the Buyer at Tampa International Airport (TPA). Buyer would be responsible for all airline travel expenses and must provide a suitable carrier for the Puppy.

Guarantees

Seller is in compliance with all AKC regulations and makes every effort to ensure that the puppy is healthy at the time of transfer. We will not allow a puppy to leave until we are certain that the puppy is ready for the trip to your home and has passed a licensed veterinary health inspection, is free from any illness, and is eating quite well on its own. Your new puppy **MUST** be examined by a licensed veterinarian within **seventy-two (72) hours** of receiving your puppy to validate this guarantee. Should your vet find the puppy "unfit" for sale upon this initial examination, it will be replaced provided the puppy is returned with a written statement from the vet stating the nature of their findings. It is the Buyer's responsibility to return the puppy along with all registration papers and other package contents. **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES THAT BUYER HAS INCURRED.**

All vaccines are NOT created equal; therefore, you or your vet may notice a different schedule has been followed according to the specific vaccination administered. Because over vaccination can cause serious health consequences, any vaccination given before your puppy is actually due for its next vaccine will VOID this guarantee in its entirety. All of our puppies have completed their regimen of immunization to their age appropriate vaccination schedule at time of delivery. It is the Buyer's responsibility to set up an ongoing appropriate vaccination schedule with their vet.

Seller hereby makes a very strong recommendation against vaccinating small breed puppies against leptospirosis as it has been known to cause adverse reactions, including death. We assume no responsibility for any illness to other household pets resulting in being exposed to your new puppy.

Seller cannot guarantee the puppy against illness or opportunistic parasite brought on by the stress of moving (from our house to yours), shipping, or motion sickness resulting from being transported. This stress can ignite illnesses and opportunistic parasites such as hypoglycemia (sugar drop) or coccidia (dormant in most live animals), giardia, kennel cough, etc. Seller also does not guarantee the puppy to be "worm-free" as this is an on-going process that, once the dog is out of our control, is responsibility of Buyer. These are easily and economically treated and should they occur. **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED**

Please watch your puppy closely and make sure it is eating regularly and is playful and active. Buyer understands that small puppies require EXTRA CARE and attention to remain healthy.

Small puppies are not to be handled by small children or excessively by adults. Seller has informed Buyer of the signs of hypoglycemia and these other stress-induced opportunists and has supplied written documentation both via email and physically about how to care for their new puppy and instructed Buyer to call a licensed veterinarian for immediate care. By signing this document, Buyer acknowledges receipt of said written documentation and accepts all responsibility for the puppy. Seller will not be responsible for the puppy becoming hypoglycemic resulting in death or any permanent damage as a subsequent result and further, SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.

Seller warrants the health of the puppy for the first one(1) year of life against genetic hereditary life-threatening genetic defects involving the heart, liver and kidneys. If during this first year a replacement puppy is deemed necessary due to an identified genetic life-threatening defect, the replacement will be made for the same or less value of puppy, unless Buyer prefers to pay the difference for a more valuable puppy. However, Buyer must return the original puppy along with all registration papers, immunization papers, microchip registration papers, etc. In the unlikely event that a death occur, a necropsy must be performed by a licensed veterinarian and a copy of the report forwarded to Seller for review by Seller's veterinarian before determining if a replacement is to be made. If our veterinarian concurs, we will replace your puppy as soon as one is available. All expenses are at Buyer's expense including the licensed veterinarian tests, professional diagnosis and necropsy, if applicable, as well as the return shipping and shipping of the replacement puppy. If the puppy becomes ill and the owner has the puppy euthanized without our prior consent, no replacement will be made. If the Buyer declines the replacement puppy, then Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims, obligations or duty on this agreement. Again, SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.

This guarantee does NOT cover any costs associated with spaying or neutering, nor does it cover injury or death from any routine surgical procedure. Further, this guarantee does not cover any of the following conditions or minor flaws: coccidiosis, giardia, hypoglycemia, kennel cough, pneumonia, ear mites, ear infections, skin mites, mange (sarcoptic demodectic or cheyletiella), cherry eye or any other non-life-threatening eye, skin, or tissue issues, allergies, over or under bites, herniations, a non-life-threatening open fontanel, non-life-threatening bone or joint disorders such as but not limited to luxating patella's and heart murmurs that are not life threatening. Seller cannot guarantee size, color, temperament or fertility (including presence of testicles) of any puppy. Seller cannot guarantee size or conformation and does not imply or intend to imply any potential and/or prospect of show quality of any puppy. In addition, Seller cannot guarantee that declaws will not re-grow and will not be responsible for any vet charges the Buyer may incur in removing dewclaws or tail docking.

The puppy is warranted to be free from parvo virus, distemper, hepatitis, and canine influenza for a period of 3 days from the date of receipt by Buyer. Puppy's parents were

Buyer _____ Breeder _____

tested genetically on Embark. Parents tested for PRA/PRCD, DM, GM2, OCD, VWD1, NEWS. Any such diagnosis must be confirmed in writing by a licensed veterinarian. Seller may request a second opinion by a licensed veterinarian of their choice.

Seller does not guarantee /warrant the puppy against common conditions such as hypoglycemia, kennel cough, mites, coccidiosis, giardia, parasites, shedding due to allergies, nor genetic conditions that are not deemed life threatening such as hernias, mild luxating patellas (grades 1-2), cherry eye, dry eye, or mild heart murmurs or allergies. Nor does it cover cherry eye repair. The guarantee / warranty does not cover open fontanel, grade 1-2 patellar luxation, skin allergies, or seizures associated with hypoglycemia, uneven bites, undescended testicles, demodex mange, inguinal or umbilical hernias, fleas, ticks, lack of proper/ required care, vaccines, deworming including lack of heartworm preventative, or behavioral problems as training philosophies and environments vary amongst individuals.

In the event that the puppy dies within the first 48 hour period from purchase, the Buyer must have an autopsy performed, at buyers expense, to prove cause of death. Puppy will be replaced if cause of death was due to a genetic illness the puppy had prior to the purchase date; providing all other terms are followed.

Seller is not responsible for vet checkups, suggested medications, or any treatments that the Buyer's veterinarian may advise, now or in the future.

Health & Nutrition

Buyer agrees to keep the dog in good physical condition with regularly scheduled vaccinations, worming, flea, tick and heartworm prevention and to provide proper shelter, exercise, fresh water and dog food.

First Right of Refusal

Buyer agrees that the puppy will never be sold, leased or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. In the event Buyer decides they can no longer care for the dog, wishes to sell, transfer ownership, give the puppy/dog away, the Buyer agrees to notify Seller immediately and Seller is to be given the "FIRST RIGHT" of refusal. If Seller exercises this right, ownership shall be legally transferred to Seller and once Seller has found an appropriate home for the dog, half of what it is resold for will be returned to Buyer. All registration papers, immunization papers, microchip registration papers, etc. must be returned with the puppy and cost of shipping shall be at Buyer's expense. If Buyer has problems with AKC resulting in loss of privileges, the Buyer must immediately contact Seller and transfer the dog and registrations to Seller until said problems are resolved satisfactorily.

Miscellaneous

Both parties agree that they will not disparage or denigrate each other orally, electronically or in writing. Should Buyer make such online derogatory claims, Buyer agrees to pay the cost to have such negative claims and remarks removed from the World Wide Web. Buyer shall be

responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees, court costs, and/or fees to the online company to remove derogatory complaints.

Abuse/Neglect

In the event that the dog is mistreated, neglected, abused in any way, kept outside in extreme heat or extreme cold conditions, kept on wire flooring, Seller has the right to rescue the dog immediately, with no notice or compensation to Buyer. Buyer shall voluntarily surrender any kennel club registration papers (if applicable), microchip records, and health records.

General

This written Agreement contains all of the terms & the above conditions of the holding/deposit fee of this Puppy Purchase Agreement. By signing below, Buyer states that they have read the aforementioned Puppy Purchase Agreement & is in complete agreement. Buyer agrees that they understand this contract fully, that this contract is under jurisdiction of the State of Florida, in the County of Hillsborough. It is agreed that the place of venue shall be in Hillsborough County in the State of Florida.

I have read & I understand & agree to all conditions as indicated by my signature below.

Buyer _____

Breeder _____