

## PUPPY PURCHASE AGREEMENT

AND

### HEALTH GUARANTEE

This sales contract ("Contract") is entered into on 01/18/2022, by and between Christina McCray("Breeder"), \_\_\_\_\_("Buyer"), collectively referred to as the "Parties."

**WHEREAS**, Breeder is the owner of certain \_\_\_\_\_puppy being held for sale.

**WHEREAS**, Buyer wishes to acquire one of the puppies being held for sale by Breeder.

**WHEREAS**, This puppy shall hereinafter be referred to as the "Dog" and is further described as follows:

#### **DESCRIPTION OF DOG:**

Breed:

Whelped:

Color/markings:

Sex:

Kennel Name: Clad Doodles

Microchip:

**WHEREAS**, it is the Breeder's intention to foster the breeding and development of dogs by selecting breeding dogs based on their working ability, correct structure, good health and excellent temperament,

**WHEREAS**, it is the Buyer's intention to foster the development of the Dog by providing not only proper socialization, training, nutrition, and veterinary care, but also including it as part of the family, and

**NOW THEREFORE**, in consideration of the premises and mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree to as follows:

#### **1. BREEDER'S OBLIGATIONS**

1.1. Breeder will fully disclose any known health problems or faults in the Dog.

1.2. Breeder will provide reasonable telephonic and email support to assist Buyer in resolving any temperament, training, or health issues.

1.3. Breeder will complete the American Kennel Club ("AKC")/Continental Kennel Club ("CKC") paperwork on the Execution Date, and will forward all paperwork received thereafter from the AKC/CKC to the Buyer If this breed is accepted by such club.

1.4. Breeder guarantees that this Dog is current on vaccinations and deworming, appropriate for the puppy's age as determined by local veterinarian standards. Breeder will provide Buyer with all relevant records.

1.5. Breeder further guarantees this Dog is in good health at the time of delivery and is free from the genetic diseases of blindness, deafness, or heart murmur.

1.5.a. If this Dog is found to have a life-threatening illness or genetic condition, diagnosed by a licensed veterinarian within forty-eight (48) hours from the date of delivery, upon written proof thereof provided to the Breeder, the Buyer may return this Dog to Breeder at Buyer's expense to receive a full refund of the Purchase Price of the Dog, or if available, another puppy from the same litter. Breeder reserves the right to a second veterinary opinion, at the Breeder's expense, prior to the fulfillment of this guarantee.

1.5.b. If this Dog is found to have a life-threatening genetic condition, upon written proof thereof provided to the Breeder, diagnosed by a licensed veterinarian before the Dog reaches the age of one (1) years old, the Breeder will pay the expenses of treatment recommended by a licensed veterinarian, limited to the amount equaling the Purchase Price of the Dog. Breeder reserves the right to a

second veterinary opinion, at the Breeder's expense, prior to the fulfillment of this guarantee.

1.5.c. If this Dog is found to have developed Hip Dysplasia or Elbow Dysplasia, before the age of   1   years old, Buyer shall be entitled to a partial refund of twenty-five (25) percent of the Purchase Price of the Dog. Breeder reserves the right to request that the x-rays be sent first for review by a board-certified veterinary radiologist or other veterinarian of the Breeder's choice, at the Breeder's expense. This guarantee does not apply if the condition is caused by the Buyer failing to provide the Dog with the proper nutrition, maintain the proper weight, or negligently failing to prevent stress related injuries.

1.6. Breeder DISCLAIMS any illness or condition that is not listed in sections 1.5.a., 1.5.b., and 1.5.c. as set forth above. This includes, but is not limited to: minor illnesses requiring short-term medication, viral illnesses, parasites, infections, improper bites, Giardia or Coccidiosis, Kennel Cough, illnesses due to the ingestion of foreign objects, food, chemicals, as well as stress related issues, behavioral issues, and physical injuries and/or illnesses which may have occurred or were contracted during the transport of the Dog to the Buyer.

1.7. Breeder FURTHER DISCLIAIMS any liability arising from any accident or injury of the Dog that occurs after the date of delivery.

## **2. BUYER'S OBLIGATIONS**

2.1. Buyer to pay a NON-REFUNDABLE DEPOSIT in the amount of \$   500   within twenty-four hours (1) days of the Execution Date of this Contract.

2.2. Buyer to pay the total Purchase Price of            on or before the date of delivery.

2.3. Buyer to provide quality nutrition, proper veterinary care, early socialization, obedience training, appropriate exercise, and an indoor home.

2.3.a. Breeder recommends that the Dog be examined by a licensed veterinarian of the Buyers choice within 2days (48 hours) after the receipt of the dog. Failing to do so VOIDS the health guarantee and any rights therein for the Buyer. Breeder also recommends that Buyer take a stool sample with them to the first vet appointment.

2.4. Buyer to ensure that the Dog maintains a healthy weight. As defined above, all hip and health guarantees are nullified if the Dog becomes obese, malnourished, or suffers from another condition caused by Buyer falling below the appropriate standard of care given to the Dog, as accepted by local veterinarian standards.

2.5. Buyer agrees to indemnify and hold Breeder harmless from any damages or liability arising from Buyer's ownership of the Dog.

2.6. Buyer expressly permits Breeder to use the Dog's name and likeness in promotional materials.

2.7. Buyer must provide written proof from a licensed veterinarian of the spay or neuter of the Dog by the time the Dog reaches the age of one (1) year of age. UNDER NO CIRCUMSTANCES IS BUYER PERMITTED TO BREED THIS DOG WITHOUT HAVING PURCHASED THE BREEDING RIGHTS FROM BREEDER, OR OBTAINING THE EXPRESS PERMISSION FROM THE BREEDER. BREEDING THIS DOG IN VIOLATION OF THE TERMS OF THIS AGREEMENT WILL CONSTITUTE A MATERIAL BREACH OF

THE CONTRACT AND BREEDER WILL BE ENTITLED TO LIQUIDATED DAMAGES AS SET FORTH IN SECTION 3 OF THIS AGREEMENT.

2.8. Buyer must provide Breeder with the First Right of Refusal. Buyer will NOT offer the Dog for sale, adoption, or other transfer of ownership or control, or euthanize the Dog for a non-life-threatening illness or issue of any kind, without first offering sale or other transfer of ownership or control to the Breeder.

2.9. In the case of Buyer's death or hospitalization, the Buyer agrees that Buyer's estate will be bound by this Contract.

2.10. FAILURE TO COMPLY WITH SECTIONS 2.7. OR 2.8. OF THIS AGREEMENT WILL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND WILL ENTITLE BREEDER TO LIQUIDATED DAMAGES AS SET FORTH IN SECTION 3 OF THIS AGREEMENT.

### **3. LIQUIDATED DAMAGES**

3.1. The Parties agree that in the event of a failure of a condition (or other material breach), damages will be difficult to calculate. To avoid the cost and effort to attempt to calculate such damages, the Parties agree that in the event of a proven breach of this Contract, the resulting damage will be in the amount of \$ 5,000.00 , which Buyer shall pay to Breeder within 30 days of confirmation of such breach. Such payment shall be the exclusive remedy and shall satisfy all liability for such breach.

### **4. FORUM SELECTION**

4.1. Any dispute arising from or related to this Contract shall be litigated in the Marion County District Court located in Florida, or in the United States District Court for the Middle District of Florida.

#### **5. ATTORNEYS' FEES**

5.1. In the event of litigation relating to the subject matter of this Contract, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and costs resulting therefrom.

#### **6. BLUE PENCIL**

6.1. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, that construction shall not affect the remainder of this agreement, which is to be given full force and effect without regard to the invalid or unenforceable provision.

#### **7. MERGER**

7.1. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

#### **8. NO ASSIGNMENT OR DELEGATION**

8.1. No party may assign any right or delegate any obligation hereunder, including by merger, consolidation, operation of law, or otherwise, without the written consent of the other party. Any purported assignment or delegation without such consent shall be void, in addition to constituting a material breach of this Contract.

**REMAINDER OF PAGE**  
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**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the date of \_\_\_\_\_.

Breeder Christina McCray

Buyer \_\_\_\_\_  
*Authorized Representative*

Breeder (Signature) \_\_\_\_\_

Buyer (Signature) \_\_\_\_\_  
*Authorized Representative*

Breeder's Email: \_\_\_\_\_  
Breeder's Telephone: \_\_\_\_\_

Buyer's Email \_\_\_\_\_

Breeder Initials \_\_\_\_\_

Buyers Initials \_\_\_\_\_

Buyer's Telephone \_\_\_\_\_

Breeder Initials \_\_\_\_\_

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