

Benton County Berners

PUPPY CONTRACT

This agreement, dated as of _____, 20__ , is between Shelby Vorheis dba Benton County Berners (BREEDER) , and _____ (BUYER). The subject of this Agreement is the below- described puppy/dog.

REGISTRY: _____

Name upon sale if applicable: _____

REGISTERED NUMBER: _____

SEX: _____ DATE OF BIRTH: _____

MICROCHIP # if applicable: _____

SIRE: _____ DAM: _____ The

Breeder and Buyer agree as follows:

1. Deposit. A nonrefundable deposit of \$500 shall be due and paid to Breeder upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is nonrefundable in all circumstances unless otherwise stated.

2. Purchase Price. The full purchase price of \$3,000 is agreed with the balance due in full when the puppy is 8 weeks of age. Any transport expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via preferred payment method(s) of Breeder.

3. Limited Registration. The puppy/dog is a purebred that is registered and is being sold with limited registration. Breeder agrees to provide Buyer with all registration papers. The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for registration. Once proven and all testing is completed to Breeder's liking, Breeder may release full registration at their sole discretion.

4. 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,

(a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$10,000 per litter of offspring and

(b) all of Breeder's warranties set forth in this Agreement will become null and

void. 5. Breeder's Obligations. Breeder represents and warrants the following:

a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price.

b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. This puppy is guaranteed for a period of 48 hours against viral diseases such as: Parvovirus, Distemper, Coronavirus, Parainfluenza, Adenovirus II, and Leptospirosis.

c. State of Health; Long-Term Health Warranty. Breeder provides a 2-year warranty from the puppy/dog's date of birth against any fatal or debilitating congenital or hereditary conditions. This includes severe hip or elbow dysplasia, which hampers a dog's movement and natural gait and requires surgery to correct, as well as kidney, heart, pancreas, spine and liver problems of severe life threatening or debilitating nature. If the dog dies within the two year time frame and

In the event that the puppy/dog exhibits symptoms of or dies because of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. In case of the dog's death, an autopsy will need to be performed at the buyers cost to ascertain the cause. Failure to perform the autopsy will result in the health guarantee being null and void. Breeder reserves the right to confirm the diagnosis with a veterinarian of their choice. If diagnosis is confirmed, Breeder will provide another puppy of equal value to the Buyer at no additional cost for the Buyer besides transportation costs associated with the transaction. Breeder reserves the right to pick the puppy of their choice for any replacement puppy and no cash refund will be given.

d. Breeder does not cover improper bite or against umbilical hernias, as these do not affect the "pet quality" of the dog.

e. Breeder will not replace any dog that is found to have health problems due to environmental issues, injury or poor nutrition.

f. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

6. Buyer's Obligations. Buyer agrees to the following:

a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.

b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.

c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care: i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;

ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise

(such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and

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iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.

d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.

e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be

i. returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or

ii. rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.

f. No Transfer Outside of the United States. Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.

g. Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog (no earlier than at 18 months of age and no later than at 24 months of age unless agreed upon in writing with Breeder) and providing proof of such spaying/neutering to Breeder immediately upon completion.

h. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

7. Ongoing Communications. Both parties agree to promptly notify the other of any change of address, email or phone number.

Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registr(y)(ies) and (c) 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 behavior 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.

8. 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,

(a) Breeder has the right to take full possession of the puppy/dog [and its duly signed [Registry] 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.

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9. 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.

10. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the state of Oregon in which the breeder lives without regard to the conflicts of laws provisions thereof.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

Name: _____

Address: _____

Email: _____ Phone: _____

BUYER:

Name: _____

Address: _____

Email: _____ Phone: _____

