**GUARDIAN HOME FEMALE PUPPY/DOG SALE CONTRACT**

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ Cuddly Cavapoos Kennel (CCK) (Sarah Tillotson)*,* now referred to as the Seller has agreed to sell a Dog to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­\_\_\_\_\_\_ who will now be referred to as the Buyer.

**BUYER:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER:**

Name: Cuddly Cavapoos Kennel (Sarah Tillotson)*,*

Address: 37497 Cloverdale Road Nashwauk, MN 55769

Phone: (218)910-7648 E-mail: sjotillotson@gmail.com

UPON PAYMENT of the sum of $\_**2,200**\_\_\_\_\_\_\_\_\_\_\_ 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 (the “Dog”) to Buyer, this is in addition to requirement for spay/neuter if so noted:

|  |
| --- |
| Name of Dog: |
| Breed: | Color:  |
| Date of Birth:  | Sex:  |
|  |
| Sire Name:  |   |
| Dam Name:  |  |
| Bred by Seller? Yes  | If no, name of Breeder:Date acquired: |
| State of health: EXCELLENT |
| Is this Dog required to be spayed/ neutered?  |

**TERMS AND CONDITIONS**

**RECITALS**

1. Buyer represents that they desire to acquire a Cavapoo for companion purposes only.
2. The Buyer and Seller desire to memorialize the terms of Buyer's purchase and Cuddly Cavapoos Kennel sale of an Cavapoo exclusively through the terms of this Agreement. NOW, THEREFORE, the parties agree as follows:
3. **DOWN PAYMENT, PAYMENT OF PURCHASE PRICE, FEES**

Buyer WILL pay a non-refundable down payment of **$250.00** with payment of the balance of $ \_**1,950**\_\_\_\_\_\_\_\_\_ due prior to release of the Dog to Buyer. Payment of the balance may be made by cash or by electronic/digital payment at time of delivery.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

1. Buyer fails to complete the purchase of the Dog for any reason, or
2. Buyer fails to pay the balance of the Purchase Price within 9 weeks of birth.
3. Buyer fails to meet the Seller’s ethical requirements prior to the puppy being released.

In either event, Seller shall be free to sell the Dog to another party.

In the event the Dog is not available due to sickness, death, or any other circumstance owing to the fault of the Seller, Buyer’s down payment will be transferred to the next Litter of puppies or may be refunded ONLY at the discretion of the Seller. Down payments for puppies are non-refundable and not transferrable.

1. **FITNESS OF PURPOSE**

The Dog was bred as a companion animal, and the Seller does not provide any warranty as to the Dog’s fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes. Furthermore, the Seller does not warranty or guarantee the adult size, conformation, coat quality, bite, weight, coat color, and markings.

1. **SELLER’S REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS**
	1. \_\_\_\_\_\_\_\_\_ Seller is the legal and true Buyer of the Dog and that Seller has full right and authority to sell the Dog.
	2. \_\_\_\_\_\_\_\_\_ The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
	3. \_\_\_\_\_\_\_\_\_ Seller has taken the steps necessary to ensure that the Dog is current on all vaccinations as per veterinary guidelines for age of Dog as of sale date as stated on page 1 of this Agreement.
	4. \_\_\_\_\_\_\_\_\_ Seller will provide written documentation that the Dog has received routine vaccinations and deworming schedule at time of delivery.
	5. \_\_\_\_\_\_\_\_\_ Seller guarantees Dog sold will have a 1-year health guarantee against Life Threatening Genetic Defects.
2. Defects that will cause puppy to die or be euthanized before their first birthday.
3. A diagnosis before one (1) year of age from a licensed Veterinarian and a Specialist that a Life-Threatening Genetic Defect exists and it will hinder the remaining quality of life.

A Necropsy is required along with full access to all medical records. Guarantee is honored with a complimentary replacement puppy. Price, Pick Order and Sex apply and are used to determine replacement. NO REFUNDS WILL BE OFFERED.

* 1. \_\_\_\_\_\_\_\_\_ Breeder does NOT guarantee the behavior of any puppy. It is the responsibility of the Buyer to train and socialize their Dog.
	2. \_\_\_\_\_\_\_\_\_ Seller warrants that said Dog has been properly socialized to the best of Seller’s ability.
	3. \_\_\_\_\_\_\_\_\_ Seller guarantees to be available for support, questions, advice, etc. for the life of the Dog.
	4. \_\_\_\_\_\_\_\_\_ Seller guarantees to welcome said Dog back at any time throughout its life for any reason.
	5. \_\_\_\_\_\_\_\_\_ Dog noted in this Agreement is being sold as a guardian home.
	6. \_\_\_\_\_\_\_\_\_ Seller warrants that if at any time the Buyer would like to terminate the guardian agreement, it is an option. The Buyer must notify the Seller of their decision as soon as humanly possible. Then at that time Buyer would need to sign the original “Pet Home” contract and said Dog would need to be spayed.

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* 1. \_\_\_\_\_\_\_\_\_ Seller retains the right to breed said Dog. Seller must breed the Dog prior to the Dog turning 6 years of age or the Seller forfeits rights to use this Dog for breeding.
	2. \_\_\_\_\_\_\_\_\_ Seller is responsible for all costs associated with each breeding, the Litters, and care of the Dog while in possession of the Seller.
	3. \_\_\_\_\_\_\_\_\_Seller is responsible for all costs associated with any and all genetic screening, OFA/Pennhip testing, and STD testing.
	4. \_\_\_\_\_\_\_\_\_ Seller warrants not to breed said female until 1.5 years old or her third heat cycle.
	5. \_\_\_\_\_\_\_\_\_ Seller warrants not breeding said female no more than 4 times IF she is conformationally correct.
	6. \_\_\_\_\_\_\_\_\_ Seller will own any and all Litters in their entirety.
	7. \_\_\_\_\_\_\_\_\_ The Dog will remain in possession of the Buyer after each breeding and until a week prior to the Litters being born. Once the Litters are weaned, the Dog will be returned to the Buyer.
	8. \_\_\_\_\_\_\_\_\_ The Buyer is allotted 2rd overall pick of each Litter free of charge to do with what they please. If Buyer chooses to sell or rehome said pick puppy, they must ensure the puppy is sold/rehomed with a signed CCK contract, as pet home only. Buyer must thoroughly screen potential home to ensure the wellbeing of the pup. Seller has final approval on any new home.
	9. \_\_\_\_\_\_\_\_\_ If said Dog develops any disqualifying flaws and is unable to breed, the Buyer will owe nothing monetarily and will be required to spay said Dog.
1. **BUYERS RESPONSIBILITIES AND ACKNOWLEDGMENTS**
	1. \_\_\_\_\_\_\_\_\_ The Dog noted in this Agreement is being sold as a guardian home
	2. \_\_\_\_\_\_\_\_\_ Buyer must keep the Dog indoors in a crate commensurate to the size of the Dog so as to allow a healthy, comfortable, clean living area separate from other animals until the Buyer can have the Dog examined by a licensed veterinarian.
	3. \_\_\_\_\_\_\_\_\_ With-in 72 hours (3 business days) of receipt of Dog, Buyer is required to have a licensed veterinarian examine the Dog, with written documentation if the puppy is found to have a health concern, and it must be submitted to the Seller. Once this time expires, the Buyer will have no recourse to replacement. If this requirement is not satisfied, Buyer will have no recourse for replacement as well as forfeiting all monies paid toward purchase of Dog. If the Dog is found to have a life-threatening condition; upon proof of written documentation, the Buyer may return the Dog to Seller for replacement – it is at the Sellers sole discretion as to the replacement; however, it will be a Litter mate to the Dog that was returned, if available –OR- a Dog from the future Cuddly Cavapoos Kennel Litter.
	4. \_\_\_\_\_\_\_\_\_ DOWN PAYMENT/PURCHASES ARE NON-REFUNDABLE but transferrable to another Dog from same Litter if available or a Dog from a future Cuddly Cavapoos Kennel Litter.
	5. \_\_\_\_\_\_\_\_\_ Buyer agrees to be responsible in providing a healthy home environment for Dog, including but not limited to:
		1. Proper, secured space
		2. Plenty of exercise
		3. Discipline, including proper socialization
		4. Proper nourishment and healthcare
		5. Proper licensing required by zoning according to place of residence
	6. \_\_\_\_\_\_\_\_\_ Buyer acknowledges that no canines purchased through Cuddly Cavapoos Kennel shall be used for any illegal purposes.
	7. \_\_\_\_\_\_\_\_\_ Seller warrants that if at any time the Buyer would like to terminate the guardian home agreement, it is an option. The Buyer must notify the Seller of their decision as soon as humanly possible. Then at that time Buyer would need to sign the original “Pet Home” contract and said Dog would need to be spayed.
	8. \_\_\_\_\_\_\_\_\_ Seller retains the right to breed said Dog. Seller must breed the Dog prior to the Dog turning five years of age or the Seller forfeits rights to use this Dog for breeding.
	9. \_\_\_\_\_\_\_\_\_ Seller will own any Litters in their entirety.
	10. \_\_\_\_\_\_\_\_\_ The Dog will remain in possession of the Buyer after each breeding and until the week prior to any Litter being born. Once the Litters are weaned, the Dog will be returned to the Buyer.
	11. \_\_\_\_\_\_\_\_\_ If said Dog develops disqualifying flaws and is unable to breed, the Buyer will owe nothing monetarily, and will be required to spay said Dog. Once proof of spay is provided to Seller, all paperwork will then be signed over to Buyer.
	12. \_\_\_\_\_\_\_\_\_ Buyer certifies that said female will not be exposed to any other unaltered male Dog from the start of her heat cycles and will be in good health.
	13. \_\_\_\_\_\_\_\_\_ Buyer must have knowledge of female’s heat cycle and ovulation for good timing for breeding. Buyer will openly communicate the start of each cycle with the Seller, as to allow the Seller to track the female’s cycles.
	14. \_\_\_\_\_\_\_\_\_ The Buyer is allotted 2nd overall pick puppy of each Litter free of charge to do with what they please. If Buyer chooses to sell or rehome said pick puppy, they must ensure the puppy is sold/rehomed with a signed CCK contract, as pet home only. Buyer must thoroughly screen potential home to ensure the wellbeing of the pup. Seller has final approval on any new home.
	15. \_\_\_\_\_\_\_\_\_ Buyer warrants that in the event they rehome their 2nd pick puppy they will give the Seller the contact information to the new home.
	16. \_\_\_\_\_\_\_\_\_ If the Dog develops a health issue not related to the heart, hip dysplasia, elbow or eye defects at a date occurring later than the date of sale, the Buyer will not hold Seller responsible. Puppies are NOT fully protected from parasites, to include all worm’s species and heart worms, parvovirus and other illnesses.
	17. \_\_\_\_\_\_\_\_\_ If at any time the Buyer can no longer retain possession of this Dog, the Seller is to be notified and given first option of resuming full Ownership of Dog in order for the Seller to locate this Dog a new home. The Seller has ten (10) days to accept or reject this right of first offer. Refunds, if any, will be at the discretion of the Breeder/ Seller. The Dog will be returned with all medical records.
	18. \_\_\_\_\_\_\_\_\_ If the quality of life of the Dog is in jeopardy, Buyer has breached the agreed terms of the contract, or Buyer is using said Dog in illegal activities the Breeder/Seller has the right to confiscate the Dog at any given time with no refund/compensation given.
	19. \_\_\_\_\_\_\_\_\_ The Breeder/Seller reserves the right to approve/prohibit any transfer of this animal to a third party. Under no circumstances will this Dog be sold, leased, traded, or given away to any pet shop, research laboratory, animal shelter or similar facility.
	20. \_\_\_\_\_\_\_\_\_ Should the Buyer be unable or unwilling to fulfill any of the above provisions, or if this Dog is seized by any local authority as having been running at large, not meeting county or city guidelines, neglected, abused, or abandoned, the Seller retains the right to reclaim this Dog without compensation.
	21. \_\_\_\_\_\_\_\_\_ The Buyer agrees to pay the Seller any and all expenses accrued, including court costs and reasonable attorney fees, in enforcing the terms and provisions of this contract.
	22. \_\_\_\_\_\_\_\_\_ The Buyer give permission for Seller to use any of their pictures of the purchased Dog from any social media page, texts, e-mail messages for advertisement purposes for Cuddly Cavapoos Kennel, to include Web Site and social media posts.
2. **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.

1. **LIMITATION OF ACTION**

Any action or claim brought by Seller against Buyer for breach of this Agreement or for loss due to negligence must be brought within four (4) years of the date such claim or loss occurs. Notwithstanding anything to the contrary herein, Buyer’s aggregate liability and obligation to pay under with respect to or arising in any way from this Agreement (whether in contract, tort or otherwise) shall be limited to actual damages, costs and expenses, not to exceed (“$50,000.00”), and Seller waives any claim or right to special, punitive, consequential and incidental damages.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Minnesota state.

1. **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties. The Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

***ACCEPTANCE:***

The preceding paragraphs contain conditions established by the Seller to ensure the wellbeing of the puppy/Dog. The undersigned Buyer hereby acknowledges having read the terms of the contract and does hereby agree to abide by each of the provisions set forth above. All sales are final. If voluntary arrangements are made by the Seller to repossess the Dog due to the Buyer’s inability to retain possession or for breach of contract, all costs accrued are the sole liability of the Buyer.

# This agreement made this \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_, 20\_\_\_, between the Breeder/Seller and the Buyer(s), is an enforceable and binding contractual agreement.

Date Printed Legal Name of Buyer

 Signature of Buyer

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Date Printed Legal Name of Seller

 Signature of Seller