



MOP TOP DOODLE CO

contract

This agreement is made and entered into on (date) between (insert name), hereinafter referred to as the "Breeder," and (insert name), hereinafter referred to as the "Buyer."

1. Description of Dog:

The Breeder agrees to sell and the Buyer agrees to purchase one (breed) puppy, born on (birthdate), with the following description:

Name:

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Sex:

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Color:

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Markings:

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Registration:

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2. PURCHASE PRICE:

THE TOTAL PURCHASE PRICE FOR THE PUPPY SHALL BE TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500), PAYABLE AS FOLLOWS: DEPOSIT OF \$400 AND FINAL PAYMENT OF \$2100

3. HEALTH GUARANTEE:

THE BREEDER GUARANTEES THAT, TO THE BEST OF THEIR KNOWLEDGE, THE PUPPY IS IN GOOD HEALTH AT THE TIME OF SALE. THE BUYER AGREES TO HAVE THE PUPPY EXAMINED BY A LICENSED VETERINARIAN WITHIN THREE DAYS OF PURCHASE. IF THE VETERINARIAN CERTIFIES THE PUPPY AS HAVING A SERIOUS HEALTH ISSUE, THE BUYER MAY RETURN THE PUPPY TO THE BREEDER FOR A FULL REFUND OR EXCHANGE, PROVIDED THAT THE PUPPY IS RETURNED WITHIN THREE DAYS WITH A WRITTEN STATEMENT FROM THE VETERINARIAN.

4. SPAYING/NEUTERING:

THE BUYER AGREES TO SPAY/NEUTER THE PUPPY BY 12 MONTHS OF AGE. PROOF OF SPAYING/NEUTERING MUST BE PROVIDED TO THE BREEDER BY (DATE). FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN PENALTIES AS OUTLINED IN THIS AGREEMENT OF UP TO \$5,000.

5. BREEDING RESTRICTIONS:

THE BUYER AGREES NOT TO BREED THE PUPPY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BREEDER. IF THE PUPPY IS FOUND TO HAVE BEEN BRED WITHOUT PERMISSION, THE BREEDER RESERVES THE RIGHT TO RECLAIM THE PUPPY AND TERMINATE THIS AGREEMENT WITHOUT REFUND.

6. CARE AND MAINTENANCE:

THE BUYER AGREES TO PROVIDE PROPER CARE, NUTRITION, AND MEDICAL ATTENTION TO THE PUPPY THROUGHOUT ITS LIFE. THIS INCLUDES BUT IS NOT LIMITED TO REGULAR VETERINARY CHECK-UPS, VACCINATIONS, AND HEARTWORM PREVENTION.

7. OWNERSHIP TRANSFER:

OWNERSHIP OF THE PUPPY WILL BE TRANSFERRED TO THE BUYER UPON RECEIPT OF FULL PAYMENT. THE BREEDER WILL PROVIDE THE BUYER WITH ALL NECESSARY REGISTRATION PAPERS AND HEALTH RECORDS OF THE PUPPY AT THE TIME OF PURCHASE.

8. RETURN POLICY:

IF FOR ANY REASON THE BUYER IS UNABLE TO KEEP THE PUPPY, THE BUYER AGREES TO RETURN THE PUPPY TO THE BREEDER, WHO WILL EITHER FIND A SUITABLE NEW HOME OR TAKE THE PUPPY BACK. THE BUYER UNDERSTANDS THAT ANY REFUND OR EXCHANGE IS SUBJECT TO THE TERMS OUTLINED IN THIS AGREEMENT.

9. GOVERNING LAW:

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OKLAHOMA, US AND ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED THROUGH ARBITRATION IN THE COUNTY OF CARTER OF THE STATE OF OKLAHOMA.

10. ENTIRE AGREEMENT:

THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREIN.

11. CONFIDENTIALITY:

BOTH PARTIES AGREE TO KEEP ALL TERMS AND CONDITIONS OF THIS AGREEMENT CONFIDENTIAL AND NOT TO DISCLOSE THEM TO ANY THIRD PARTY WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTY.

12. INDEMNIFICATION:

THE BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS THE BREEDER FROM ANY CLAIMS, DAMAGES, OR LIABILITIES ARISING OUT OF THE BUYER'S ACTIONS OR NEGLIGENCE. THE BUYER FURTHER AGREES TO COVER ALL LEGAL COSTS INCURRED BY THE BREEDER IN DEFENDING AGAINST SUCH CLAIMS.

13. SEVERABILITY:

IF ANY PROVISION OF THIS AGREEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT. THE PARTIES AGREE TO NEGOTIATE IN GOOD FAITH TO REPLACE ANY SUCH PROVISION WITH A VALID AND ENFORCEABLE ONE THAT REFLECTS THE ORIGINAL INTENT OF THE AGREEMENT.

14. AMENDMENTS:

THIS AGREEMENT CAN ONLY BE CHANGED IN WRITING AND SIGNED BY BOTH PARTIES. ANY CHANGES WILL BE ATTACHED AS AN ADDENDUM, BECOMING AN INTEGRAL PART OF THIS AGREEMENT. VERBAL AGREEMENTS WON'T AFFECT THIS AGREEMENT UNLESS WRITTEN AND SIGNED BY BOTH PARTIES, AND AMENDMENTS ARE BINDING FROM THEIR EXECUTION DATE.

15. ASSIGNMENT:

NEITHER PARTY MAY ASSIGN OR TRANSFER THEIR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY.

16. NOTICE:

ANY NOTICE REQUIRED OR PERMITTED TO BE GIVEN UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE DEEMED TO HAVE BEEN PROPERLY GIVEN WHEN DELIVERED PERSONALLY OR SENT BY CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADDRESSES LISTED BELOW.

17. WAIVER:

THE FAILURE OF EITHER PARTY TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER OF SUCH PROVISION OR THE RIGHT TO ENFORCE IT.

18. LIMITATION OF LIABILITY:

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19. GOVERNING LANGUAGE:

THIS AGREEMENT IS WRITTEN IN ENGLISH, AND ANY TRANSLATION OF THIS AGREEMENT INTO ANOTHER LANGUAGE IS FOR CONVENIENCE ONLY, AND THE ENGLISH VERSION SHALL PREVAIL IN CASE OF ANY DISCREPANCY.

20. COUNTERPARTS:

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

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Breeder's Signature

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Date

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Buyer's Signature

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Date