

# ***OBEDIENT HEART KENNELS***

**655 SH-17, Rush Springs, OK 73082 (605)569-1255**

**Breeder/Trainer: Judi Stoddard**

## **Puppy Purchase Agreement**

This agreement is made, and hereby entered into, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Obedient Heart Kennels (hereafter referred to as "Seller"), and \_\_\_\_\_ (hereafter referred to as "Buyer"), for the purpose of setting forth the terms and conditions for the purchase of the below described puppy.

The Seller agrees to sell and the Buyer agrees to buy one puppy as described below:

**Breed:** \_\_\_\_\_

**Whelped:** \_\_\_\_\_

**Sex:** Male /Female

**Description:** \_\_\_\_\_ **Birth Order :** \_\_\_ of \_\_\_ **Color :**

**Sire:** \_\_\_\_\_

**AKC#** \_\_\_\_\_

**Dam:** \_\_\_\_\_

**AKC#** \_\_\_\_\_

AKC Registration # of puppy: \_\_\_\_\_ **Microchip #** \_\_\_\_\_

### **TERMS and CONDITIONS:**

1. The Seller guarantees that the above-described puppy is in good health and free of communicable diseases as of the date of this agreement. If puppy is found to be in poor health within 72 hours of purchase, by a licensed veterinarian, the buyer must IMMEDIATELY notify the Seller and provide a written copy of the vet's certification stating the condition of the puppy and allow "Seller" an opportunity to have the puppy examined by a neutral veterinarian. Upon a report from the second veterinarian confirming the illness of the puppy, the buyer may choose one of the following options **a)** to have medical treatment performed on the puppy at the Sellers expense, and receive a refund NOT TO EXCEED \$200.00, or **b)** return the puppy to the Seller for a refund of the purchase price only, or **c)** chose a replacement puppy from the same litter, or future litter, if available. The Seller will not be responsible for illness or health problems, which are diagnosed after 72 hours from the time of purchase, except those conditions specified below.  
PLEASE NOTE: Though we do our best to insure puppies are free from any and all health related issues, it is nearly impossible to guarantee a puppy to be 100% worm free even with the best of worming practices which we maintain. It is also common for some puppies to have a mild case of Giardia after being removed from the litter, which is easily treatable. Therefore, this agreement does not cover

these issues and it is recommended that you address these issues with a good maintenance plan with your veterinarian.

2. The Seller guarantees the puppy for a period of one year against any congenital disease which effects the performance or health of the dog in daily routine as long as it is diagnosed by the same “two vet” process as above in paragraph 1.
3. The Seller Guarantees the puppy for a period of one year, against hip dysplasia as long as preventative care as described below is proven and according to the same “two vet” diagnosis as described above is met. The “guarantee” is subject to the same offer of restitution as described above in paragraph 1.
4. At the time of sale, puppy is considered to be pet quality. Although the best possible breeding stock is used and some of these dogs are in fact “show quality”, Seller offers no guarantee that disqualifying faults will not arise at a later date which would make the puppy unsuitable for the show ring or breeding purposes.
5. Ownership of the puppy shall be transferred to the Buyer for the agreed sale price of \$ \_\_\_\_\_ **for Limited AKC Registration and** \$ \_\_\_\_\_ **for FULL AKC Registration**. The puppy may not be removed from the Seller’s premises until the balance is paid in full.
6. If the Buyer places a deposit on a puppy to hold a puppy for future purchase and then, for any reason, chooses not to purchase said puppy, **the deposit will be refunded after that puppy is sold to another individual, or a deposit taken by another “Buyer” for that puppy. A 10% or \$50.00 fee (whichever is greater) for administration purposes is withheld on all refunded deposits.**
7. Deposits will hold the selected puppy for Buyer until the date mentioned below. If, by the agreed upon date, there is any balance of fees left unpaid, this agreement shall be cancelled and the Buyer shall forfeit any and all deposit fees paid to date. The puppy will then be resold to another Buyer at no obligation or liability to the Seller with no refund offered to BUYER.
8. The Seller guarantees that the puppy has received appropriate medical inoculations and care including standard DHLPP and Parvo-Virus and Corona Virus inoculations and worming for a puppy of it’s age.
9. The Buyer agrees to maintain preventative health care of the puppy including, but not limited to: DHLPP-P-C and rabies inoculations, internal as well as external parasites, heartworm preventative medication and rabies vaccinations as prescribed by a **licensed Veterinarian**.
10. The Buyer agrees to maintain preventative care of this puppy in regards to hip dysplasia, such as proper nutrition, proper exercise, preventing stress injuries. (i.e. Not allowing the puppy to jump from heights taller than itself at the shoulder and no forced exercise such as running, until at least **18 months of age**).
11. The Seller strongly recommends that Buyer attend obedience classes with the puppy and provide proper socialization. The Seller will not be held liable for any claims, or obligations that are the found result of buyer’s failure to properly train and control the puppy/dog.
12. The Buyer agrees that the puppy will reside at the home of the buyer (address in this contract), and have access to a fenced yard, not be chained or “tied out,” and be allowed to spend time in the home with the family. This puppy is sold with the understanding that it is to go to carefully selected homes, socialized properly, the

Buyer agrees that to make all attempts to make the puppy a “**member of the family**”.

13. The Buyer agrees that he/she will not sell, give, or transfer puppy without first giving Seller the Right of First Refusal. The Buyer must contact the Seller with the specific information and give the Seller the option of taking over ownership under these same conditions. If Seller does not wish to assume the ownership, the Seller will so inform the Buyer within a reasonable time period. **Under NO circumstances shall puppy be taken to an animal shelter, humane society, or released to a Rescue group. By signing below, Buyer agrees to reimburse Seller for ALL costs, legal and otherwise associated with retrieving the dog from such organizations within 30 days of Seller incurring the expenses.**
14. The Seller may repossess the puppy immediately from Buyer upon evidence of proven neglect and/or abuse at no expense to the Seller. Buyer agrees to submit a copy of this agreement to any law enforcement which seizes or confiscates this dog for ANY reason (i.e. Animal Control, Humane Agencies or Sheriff’s Dept) Buyer further agrees to sign relinquish any and all AKC registration papers and certificates for the puppy to the Seller upon such an above described case at no fee to the Seller.
15. The Buyer agrees that he/she is not acting as, or in part of, an agent in the purchase of this puppy, and will not sell this puppy, or any of it’s progeny to any agent, pet store, or animal broker. Furthermore, the puppy will remain solely in his/her custody unless changes occur which are in accordance with this agreement.
16. During the life of the puppy, Buyer agrees to notify seller, within 30 days, of any changes in address or phone numbers.
17. Buyer agrees to inform Seller of any titles or awards obtained by the puppy for our breeding records.
18. The Buyer agrees that any and all transportation costs, to and/or from the Seller’s premises, will be at the cost and sole responsibility of the Buyer.
19. This Agreement applies to the original puppy and original Buyer **only** and is non-transferable to a second party unless permission is given in writing by the Seller to transfer this agreement.
20. The Buyer agrees that if any of above terms and conditions is breached, any guarantees or obligations on behalf of the Seller mentioned in this agreement will be null and void, and the Seller may repossess the puppy immediately without any refund of any monies to the Buyer.

By signing below you agree that you have read, understood and agree to abide by the above terms and conditions.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_, 2023  
Judi Stoddard, Owner/Breeder  
*Obedient Heart Kennels*

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_, 2023  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Home Phone #

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Work Phone #

\_\_\_\_\_  
Cellular Phone #

\_\_\_\_\_  
Email