Lotsofdots Dalmatians

Deanna Lombardo

10188 E Northshire

Claremore, OK 74017

918-824-5035

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Purchase Agreement Puppy/Dog

Deanna Lombardo, (hereinafter “breeder”) agrees to sell this puppy/dog to the purchaser (hereinafter “owner” or “buyer”)­­­­ .

A non-refundable deposit of $\_\_\_\_\_\_ has been received by the breeder, from the

owner, to be applied towards the purchase price of $ to hold a (male-female, black or liver, LUA or HUA) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*LIMITED Health Guarantee\* - 1-year health guarantee

The breeder will not be held responsible for injuries once the puppy/dog leaves the breeders home (the puppy is fragile and should be treated as such. All items covered under this 1-year health guarantee are done by replacement puppy or refund. Any life-threatening genetic conditions must be documented by a licensed veterinarian and presented to the breeder within 24 hrs. of diagnosis. Failure to do so will void/null this guarantee, medical records will be required as proof. Breeder reserves the right to have the puppy/dog examined by their veterinarian or veterinarian other than the owner’s veterinarian to get an unbiased opinion at the breeder’s expense.

 **Catoosa Small Animal Hospital**

**1901 OK-66, Catoosa, OK 74015**

**(918) 266-4090**

If puppy/dog passes away unexpectedly a necropsy, at buyers’ expense, will be required by a licensed veterinarian to determine the cause of death before replacement puppy or refund will be considered.

The breeder is also not responsible for any owner incurred medical expenses. The breeder may refuse a replacement puppy in the event of illness resulting in death if the owner is found to be at fault for the illness exposure. The breeder does not cover external or internal parasites. While precautions are taken parasites can at times still be present on animals, puppies are especially vulnerable.

The owner is aware and accepts that owning a puppy/dog includes regular and emergency veterinary care and understands that they will be responsible for all related incurred costs and payments.

**FOR HUA PUPPIES ONLY**--Buyer understands that this Dalmatian is not LUA (low, or normal, uric acid), this puppy has the genes for hyperuricosuria (high uric acid or HUA) which can lead to a build-up of crystals that can develop into bladder/kidney stones and create blockages. All non-outcrossed Dalmatians have high uric acid. Buyer understands that diet, water intake, exercise, and frequency of potty breaks greatly impact whether this Dalmatian will form stones or have blockages. Therefore, hyperuricosuria, stones/crystals and problems related to these stones will be exempt from this health guarantee.

TERMS

1. EXAMINATION: The owner agrees to have a licensed veterinarian exam puppy within 3 days of purchase date \_. If the owner fails to have the puppy examined by a licensed veterinarian within 3 days health guarantee is void and null. The owner will notify the breeder if there is any evidence of a defective genetic condition that may interfere with the puppy’s quality of life. The buyer understands things like fleas, coccidia, tapeworms, hookworms, and giardia are possible and are not covered in any guarantees as they can be common in puppies/dogs. The buyer understands the puppy was examined by a licensed vet before purchase, at 6 weeks of age, and no issues were found at that time. Puppy leaves the breeder’s care in good health, any issues that may arise the breeder must be contacted and made aware within 24 hrs.

2. VACCINATIONS: The puppy/dog is in good health and has received age-appropriate vaccinations by a licensed veterinarian. However, this does not guarantee immunity to disease. The puppy must receive a series of vaccines that are recommended. The puppy has also received several doses of wormer for the treatment and prevention of roundworms and hookworms. Owner understands that even though the puppy has been given Shot(s)/ Dewormer this does not completely protect the puppy from disease/illness, nor worms, and fully understands it’s not recommended by the breeder, to take the puppy or place the puppy on the ground in any commonly used pet areas (I.E. Dog parks, pet stores, airports) until given the clear by a licensed veterinarian and the series of shots are complete. Parvovirus has an incubation period of 3-5 days. If your puppy/dog shows symptoms of the Parvovirus after 3 days of purchasing puppy/dog a refund or replacement puppy will not be offered. It is imperative that this puppy **NOT BE TAKEN ANYWHERE OTHER DOGS ARE PRESENT UNTIL ALL SERIES OF PUPPY VACCINES ARE GIVEN AND HAS BEEN GIVEN TIME TO BUILD AN IMMUNITY TO THE VIRUS.**

3. HEARTWORM PREVENTION: The owner agrees to put/keep puppy/dog on a heartworm preventative throughout the entire life span of this puppy/dog. If the owner fails to provide a heartworm preventative for this puppy/dog, they understand that they are responsible if their puppy/dog becomes infected with heartworms. Failure to use heartworm preventatives can lead to heartworm infection and lead to severe harm or death to puppy/dog if untreated. The owner understands and is responsible for treatment to eliminate heartworms if their puppy/dog becomes infected. This health guarantee does not cover heartworm infection and is void and null if puppy/dog is heartworm positive at the time of owner wanting to use the health guarantee.

4. REHOMING- If at any point in time you cannot care for or keep your puppy/dog for

any reason, the animal MUST be returned to the breeder immediately, regardless of age, or condition. **There will be no refund given regardless of reason puppy/dog is returned.**

 A. Half of all traveling expenses are to be paid by the buyer regardless of where the

 puppy/dog is located.

B. The buyer acknowledges and agrees that the puppy/dog will be current on all

vaccinations and have a negative heartworm test or be on heartworm preventative at the time of return. If vaccines are not current, the buyer agrees to update vaccines before the puppy/dog is relinquished back to the breeder. Vaccines must be given by a licensed veterinarian. If puppy/dog is not on heartworm preventative at time

 of return, owner agrees to have a heartworm test performed before puppy/dog is

 relinquished.

 C. A health certificate and current vaccines are required by a licensed veterinarian for

 puppy/dog to be returned by shipped cargo or by a ground transport company. Buyer

 agrees to supply health certificate, up to date records of vaccines, along with any other

documentation required to ship puppy/dog at the buyer’s expense, documentation must be provided. Adult dogs cannot be shipped with airplane cargo due to size therefore ground transportation must be arranged, with an insured company or pick up by the breeder.

D. If the breeder agrees to pick up the puppy/dog buyer agrees to have a wellness check

 done to ensure puppy/dog has no communicable diseases that could be

 transmitted back to breeder’s dogs. Documentation of a wellness check will be

 required before the breeder allows the puppy/dog in the vehicle.

E. The buyer also agrees to relinquish AKC papers to the breeder. If the buyer has already registered puppy/dog with AKC the buyer agrees to hand over signed AKC papers so the breeder can transfer the puppy/dog to their name. If the buyer cannot find AKC papers they will notify the breeder and the breeder can start the process of transferring puppy/dogs AKC papers online. Transfer of AKC papers must be done the day of pick up before puppy/dog leaves buyer’s procession.

F. If for any reason the puppy/dog is surrendered to a shelter, rescue, pet shop, or any other individual without the breeder’s written consent, the buyer can be charged a fee of $5,000 and the breeder has the right to take custody/may repossess the puppy/dog,

regardless if sold to a third party.

 G. If this puppy/dog is sold or given to a third party without the breeder’s written

 consent the owner will be in a breach of contract and shall be subject to damages (fines

 of $5,000 and possible theft charges).

BUYER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Both BUYER and SELLER must sign above, or contract will be considered void.**

5. If the puppy/dog is found to show signs of neglect, abuse, or dogfighting. The owner/buyer can be charged, and the breeder will take legal action.

6. If the puppy/dog is deemed un-adoptable and is determined the best option is euthanizing the dog/puppy, the buyer may be charged the vet costs to euthanize.

7. If the puppy/dog is sick upon return buyer may be charged the vet fees.

8. If the buyer is ever convicted or charged with animal cruelty, neglect, or abuse by any local,

state or federal agency, of ANY animal, not just this puppy. The buyer forfeits all rights to the puppy/dog to the breeder and the breeder will become the legal owner. The puppy/dog must be returned to the breeder IMMEDIATELY, failing to do so will result in a $5,000 fine. The breeder has the right to repossess the puppy/dog if this is violated.

9. TRANSFER / ASSIGN: This contract and all the guarantees apply to the original dog owner and is NONTRANSFERABLE or ASSIGNABLE to a third party without written consent from the breeder.

10. REFUND “REPLACEMENT” PROCESS: Replacement puppy or refund only the price of the puppy. Replacement puppy will be given if one is available from the current litter. If replacement puppy is not available from the current litter a replacement puppy will be given from the next planned litter only.

11. In the event of a fatal or severe life-threatening genetic defect that is diagnosed by a

licensed veterinarian before the puppy 1-year-old. The breeder must be notified of the veterinarian findings within 24 hrs. The breeder will then make available to the owner a replacement puppy of comparable value when one comes available if proven that you qualify for a replacement. The replacement puppy may not come from the same litter or the same parents as the original puppy. Must be the same breed, color, and gender as the original puppy. If a refund is to be given only the price of the puppy will be refunded. No medical expenses will be refunded unless otherwise agreed upon. Any physical problem that is or could be the result of injury IS NOT covered by this guarantee (hips, elbows not covered if environmental). Environmental injuries are not covered by this guarantee. If this puppy was pre-purchased (picked out before being ready to go home with owner) and the puppy for any reason is not thriving or dies while still in the breeder’s care; then the breeder shall notify the owner immediately and make available a replacement of equal value when one becomes available. In ANY event that happens during, or shortly after traveling, the buyer understands traveling is stressful for any puppy/dog and does not hold the breeder liable for refunding or replacing the puppy/dog for any injury, accident, or death during or after travel. In the event the buyer travels to get the puppy, the breeder is not responsible if the puppy gets parvo or any other virus as this can be picked up during transport. If a ground transporter is hired, and the puppy gets sick, injured or killed; the breeder is not responsible to refund or replace the puppy for anything other than a genetic condition diagnosed by two licensed veterinarians, an autopsy would be required and is at the expense of the buyer.

 \*\* Under the terms of this purchase agreement, the owner must complete the following before any replacement decision will be made. Any sign of foul play or abuse will result in NO replacement puppy, as well as possible abuse charges\*\*

 A. Provide legible copies of the puppy’s medical records showing regular vet checkups,

 current vaccinations, deworming and heartworm prevention.

B. Provide a written statement signed by the vet on his stationery stating the

 health problem, supporting symptoms, and any tests done validating the diagnosis given. Also, provide the phone number and give the vet consent to disclose Information to the breeder so they can talk to the vet directly.

 C. If the puppy is deceased or euthanized for any reason and the buyer wants a replacement puppy or refund, and they believe that this was a result of a genetic condition the owner agrees at their expense to have a necropsy performed on the body and then supply the breeder with a legible copy of the report.

D. If for any reason a replacement puppy is offered to you and you decline it, this health guarantee shall be considered complete and fulfilled. There will NOT be another puppy offered to you. Equal value means the same breed, same color (or comparable color), same sex and same registration type.

E. The breeder has the right to request the puppy be seen by a veterinarian of her choice

for a second opinion. If the buyer fails to complete ANY of these steps, the buyer WILL

NOT receive a refund or replacement puppy. And the health guarantee will be

considered void and null.

 F. This guarantee only applies to LIFE-THREATENING genetic health conditions.

 G. In the event the buyer wants a replacement puppy, the breeder MAY require that the original puppy comes back to the breeder’s care, and a replacement will not be made available until all AKC paperwork/microchip for the original puppy is signed over to the breeder. (Again, this may not be required in all cases.)

 12. If the puppy/dog is sold with a Spay/Neuter contract, the owner agrees to NOT breed the puppy/dog at any age and is responsible for preventing accidental litters. AKC papers will be withheld until there is proof of spay/neuter. The puppy must be fixed by 2 years of age and not spayed earlier then 18 months of age. Unless you have purchased an **HUA male puppy** you will need to wait until the puppy is 2 years of age before you neuter in order to give the puppy’s OS penis time to fully mature. This will help prevent uric acid stone blockages in the penis. **Neutering an HUA male puppy before they are 2 will void this health guarantee.** If a juvenile or pediatric spay/neuter (under 6 months of age) is performed on puppy the health guarantee is void and null. Beware that spaying or neutering before the puppy is mature can lead to many health issues and it is recommended that you wait until your puppy is at least 1 year old before spaying or neutering.

Spaying or neutering early can lead to:

 -stunted growth

 -cartilage and joint issues

-hip dysplasia

-cruciate ligament tears

 -obesity

-several types of cancer (prostate cancer, lymphosarcoma, transitional cell carcinoma, mast cell tumors, and osteosarcoma)

-cystitis and urinary incontinence

 The owner understands that by choosing to alter before 1 year of age, the above issues can occur and can have result negative effects on the puppy/dog. These can cause issues later in life and that these issues are not at any fault to the breeder. The owner agrees to have the puppy/dog spayed/neutered by 2 years. Once puppy/dog is spayed or neutered buyer will provide proof of spaying/neutering has been done. Once the proof is given AKC papers will be mailed out immediately and pictures of AKC papers will be sent out via text as well. The owner also understands that it is their responsibility to make sure no accidental breeding occurs, and if they do, they must contact the breeder immediately. Failure to prevent accidental breeding could result in a $1000 fine per puppy born.

 \*\*\*Spay/Neuter Required for this puppy YES / NO \_\_\_\_

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**Both BUYER and SELLER must sign above, or contract will be considered void.**

If puppy/dog is sold with breeding rights:

 A. Female puppy. Owner agrees:

 1. To wait until the female is fully matured at 2 years of age before breeding.

2. To do all required health testing (BAER test, OFA hip x-rays or PennHip, CAER eye certification, and/or thyroid test) to ensure healthy offspring is produced with a limited chance of genetic defects.

 3. To send health test results into The Orthopedic Foundation for Animals (OFA) regardless of test results before breeding this bitch.

 4. To only breed, if health tests are normal or have above normal results

 5. To BAER test all litters of puppies regardless of expense or travel requirements.

6. Offspring produced are to stay with their mothers until they are 8 weeks of age with no exceptions.

7. All Offspring are to be placed with a return to breeder policy. To ensure offspring is returned to breeder and not placed in an unfit home, shelter, or rescue.

 8. Will breed to only purebred Dalmatians; no mixed breeds or other purebred

 studs

9. Will only breed to a stud that has had all health testing done resulting in normal or above normal results.

10. That no offspring will be sold to dog dealers, pet shops, their agents, rescues, shelters, or pounds or any testing facility, medical or otherwise.

11. To allow the breeder, Deanna Lombardo, to be co-owner on AKC papers until required health testing is completed and results are posted on OFA’s website

12. To not spay without consulting with the breeder, Deanna Lombardo

13. To not rehome without consulting with the breeder Deanna Lombardo and getting written consent from the breeder

14. **LUA litters only.** To DNA test all offspring to determine if the puppies are HUA, heterozygous LUA (HU/N), or homozygous LUA (N/N). Testing is required for pairings where:

 Bitch is heterozygous LUA and stud is HUA

 Bitch is heterozygous LUA and stud is heterozygous LUA

 Bitch is heterozygous LUA and stud is homozygous LUA

 Bitch is HUA and stud is heterozygous

15. Agree to contact Deanna Lombardo regarding any questions/concerns about breeding bitch. Understand that Deanna Lombardo is very vested in breeding and willing to help when needed.

16. You agree to pick puppy up in person regardless of expense and travel.

 B. Male puppy. Owner agrees:

 1. To do all required health testing (BAER test, OFA hip x-rays or PennHip

 CEAR eye certification, and/or thyroid test) to ensure healthy offspring is produced with a limited chance of genetic defects.

2. To do PennHip on the male and breed no earlier than 7 months of age or wait until male is 2 years old and do OFA hip x-rays.

 3. To send health test results into The Orthopedic Foundation for Animals (OFA) regardless of test results before breeding this dog.

 4. To only breed, if health tests are normal or have above normal results

 5. To only stud male out to breeders that agree to BAER test all litters of puppies regardless of expense or travel requirements.

6. Offspring produced are to stay with their mothers until they are 8 weeks of age with no exceptions

7. Will only breed to a bitch that has had all health testing done required with normal or above normal results

8. Will only breed to purebred Dalmatians; No mixed breeds or other purebred bitches

9.To allow the breeder, Deanna Lombardo to be listed as co-owner on AKC papers until required health testing is complete and results are posted on OFA’s website

10. All Offspring are to be placed with a return to breeder policy. To ensure offspring is returned to breeder and not placed in an unfit home, shelter, or rescue.

11. To not neuter without consulting breeder, Deanna Lombardo and getting written consent from the breeder.

12. To not rehome without consulting with the breeder, Deanna Lombardo and getting written consent from the breeder.

13. **LUA litters only.** If bred to a LUA bitch, bitch’s breeder must agree to DNA test all offspring to determine if the puppies are HUA, heterozygous LUA (HU/N), or homozygous LUA (N/N). Testing is required for pairings where:

 Bitch is heterozygous LUA and stud is HUA

 Bitch is heterozygous LUA and stud is heterozygous LUA

 Bitch is Heterozygous LUA and stud is homozygous LUA

 Bitch is HUA and stud is heterozygous

14. Agree to contact Deanna Lombardo regarding any questions/concerns about breeding stud. Understand that Deanna Lombardo is very vested in breeding and willing to help when needed.

15. Agrees to pick puppy up in person regardless of expense or travel.

BUYER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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13. Buyer understands that if puppy/dog is sold with a microchip breeder will remain on the microchip as a “primary contact”, so that in any event of the puppy/dog is lost or surrendered the breeder is contacted as well as the owner. This is to prevent the puppy/dog from being surrendered to a shelter, pound, or rescue. Taking the breeder off the microchip can result in a breach of contract. Microchip is not to be registered with any other microchip companies as that will also result in a breach of contract. If buyer wants to register microchip with a different registry breeder must give written consent and buyer must agree to have breeder listed with other registry. Buyer acknowledges that to update puppy’s information on microchip buyer must contact breeder with new information in order for the breeder to update the information.

14. Care Agreement:

A. The buyer agrees to keep the puppy/dog active and maintain a healthy weight, a balanced diet, and lifestyle as well as take the puppy/dog to suggested vet examinations/ routine care.

 B. The buyer agrees to not keep the puppy/dog outdoors overnight in harsh conditions. If the puppy/dog is kept outside for long periods owner must have adequate fencing, shelter, food, and water. As well as not being chained, tethered or tied to anything unless supervised by the owner.

 C. The buyer agrees to socialize the puppy, however not until the first 3-4 puppy shots are completed, to prevent illness. Obedience classes are recommended after the required puppy shot series is given.

 D. The buyer agrees to not allow children to poke, climb on, bounce on, ride on, the puppy/dog to avoid a harmful situation for both children, and puppy/dog.

 E. The buyer agrees to contact the breeder within 7 days of the onset of any training or behavior issue.

 F. The buyer agrees to look over and read the provided puppy packet. The owner agrees to contact the breeder with any questions or concerns immediately.

15. Obedience Training: If puppy buyer wishes to put puppy in a training program, they must use a trainer that uses positive reinforcement training only. Buyer understands that under no circumstances are they to use SHOCKING COLLARS or UNGROUND ELECTRIC FENCES. This is considered a breach of contract and monetary damages may result. **If puppy is returned to breeder due to any kind of aggression or behavioral issues resulting from using the above training devices there will not be a refund or replacement puppy given. No exceptions!!!**

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**Both BUYER and SELLER must sign above, or contract will be considered void.**

16. The buyer agrees that in breaking any section of this contract he/she will be held liable for damages in the amount of $5,000.00 per part of the contract that is broken. Additionally, the buyer will be held liable for any and all court costs that may be incurred. Any and all disputes, mediation, or legal proceedings will be held in Rogers County, State of Oklahoma.

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**Both BUYER and SELLER must sign above, or contract will be considered void.**

17. This is a legal, binding contract between breeder and buyer and can only be changed by amendment dated and signed by both breeder and buyer. The parties acknowledge and agree that 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.

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Buyer Date

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Breeder Date