

Lucky's Legacy, LLC dba: Lucky's Legacy Standards

Sales Contract

Lucky's Legacy Standards (the "Charity/Organization/Rescue/we/us"), the breeder, and the undersigned (the "Buyer" or "you"), in consideration of the mutual covenants in this Agreement and other good and valuable consideration, intending to be legally bound by this Agreement, agree to the following:

1. **The Dog:** We are placing the following described dog/puppy with you, the Buyer, for the adoption by you as a companion dog and family member:

- a. Dog's Name _____ hereinafter Dog or pup
- b. Sex Male/Female
- c. Date of Birth _____, 20____
- d. Breed or Mix **(Purebred) Standard Poodle**
- e. Color and Markings _____
- f. Notes _____

2. **Registration:** This dog is being transferred with full AKC registration. Registration fee will be paid to the breeder who will transmit the information to the AKC. However, this DOES NOT entitle the buyer to either breeding or competition rights. This registration comes with a conditional spay/neuter agreement, which will be stringently enforced. The contract will be accompanied three addendums. A SPAY/NEUTER addendum, a COMPETITION ADDENDUM or a BREEDING RIGHTS ADDENDUM. The purchaser has 12 months to decide which option they wish to pursue. It should be noted that the COMPETITION or BREEDING addendums require the breeders permission and input. If the purchaser is found in breach of the contract they choose, they forfeit their right to the dog and may be subject to "repossession" by the breeder, without available recourse.
3. **Care of the Dog:** You agree that this Dog is being adopted as a family member and will be given extensive house privileges; i.e. sleep inside the house, be allowed freedom of the house when the family is home, and will NOT be restricted solely to the yard at any time. You agree to provide the Dog with fresh water, wholesome dog food, adequate outdoor exercise, affection and shelter. You also agree that the Dog will not be used as a guard animal, or for any purpose other than as a companion and friend to you and your family*.
4. **Veterinary Care:** The Dog will be examined by your licensed veterinarian within 10 days after adoption and will be provided with medical treatment as needed. You agree to keep all vaccinations current including but not limited to Rabies, Distemper/Parvo (DHLPP), Bordetella, AND to ensure the Dog receives preventative medication to protect against heartworm, and against fleas & ticks when necessary. You agree to provide the best available care to the Dog in a timely manner. Any veterinary problems that may arise, including serious illness requiring emergency care or surgery is your responsibility and you are responsible for all related costs.
5. **Obedience Training:** The pup will be delivered to the purchaser already paper-trained and with at least minimal "puppy manners." It is our goal to have any pup bred by Lucky's Legacy to obtain their Canine Good Citizen title, or CGC as it will be referred to going forward. Buyer agrees to provide obedience

training for the dog at their cost when necessary. The buyer is welcome to provide the training themselves, as long as the dog becomes well-behaved and that any and all obedience issues are attended to and corrected. *If the dog is able to pass a Canine Good Citizen (hereafter referred to as CGC) test within 12 months of the buyer taking possession, Lucky's Legacy will add the dog to the Hall of Fame and will reward the family with a small token of appreciation.*

6. **Behavioral Issues** (i.e. biting, destruction, escapism, fearfulness, dominance) that might lead to abandonment of the animal: Buyer agrees to contact the obedience trainer as well as the Organization to follow the recommendation in resolving any issues as an effort to maintain custody of the adopted animal.
7. **Safe Environment:** Where applicable, buyer will provide a secure fenced yard*, with ample room for outdoor exercise. If fencing needs repair or modification in order to ensure the safety and well-being of the Dog, you agree to make any necessary repairs prior to allowing Dog access to the yard. to maintain the security of the fencing in the future to further secure the Dog. If the dog is skittish or aggressive around strangers, the buyer understands that gardeners, pool men, contractors and utility workers are not responsible for the safety of the Dog, therefore dog must be kept indoors when workmen have access to the yard.
8. **Identification:** The dog has been implanted with a microchip and the Organization has provided and implanted the microchip as well as the lifetime enrollment in AKC Reunite location services. You agree that the Dog WILL ALWAYS be wearing an identification tag with a current telephone number, and microchip ID number on it and that the information on the chip registration is always kept up to date..
9. **Leash, Collar:** You will walk the dog on a leash when on public streets or in parks or other unfenced areas, and will never allow the Dog to roam free unsupervised. Buyer understands that the identification tag is not a secure restraint. Also, the Dog will NEVER be tied up on your property or elsewhere. Buyer understands that restraining a dog by tying it to a fixed post or wire run is unsafe and may cause theft of the Dog, unpredictable behavior and random aggression. You will not leave the dog crated and/or otherwise confined for extended periods of time (more than 5 hours**).
10. **Transportation:** The Dog will be properly restrained, preferably using either a secured crate or seat harness when transported in any vehicle. Dog will never be transported in the back of an open vehicle or pick-up truck.
11. **Lost Dog:** You agree to make an immediate and serious effort to find the Dog if it becomes lost, by
 - a. filing lost reports with the local police, animal control authorities, animal shelters, SPCAs and local veterinarians and pet stores,
 - b. post lost dog signs
 - c. place lost dog ads in your local paper
 - d. contact us for additional support and advice

Furthermore, if the dog gets returned to the Organization, Buyer understands that if the loss was the result of negligence or failure to comply with the covenants of this Agreement, the Organization reserves the right not to return the Dog and to place dog into a new home, without issuing any refund.

12. **No Right to Transfer:** If at any time in the future you cannot continue to provide proper care for the Dog, you will not abandon, give or sell the Dog to another person, company, organization, medical research, pound or animal shelter. You agree to do one or more of the following:
 - a. Obtain approval from the Organization to transfer the ownership of the Dog to a friend or relative. Rescue must approve the new buyer who will be required to sign an agreement similar to this one.
 - b. Agree to cover the costs to board Dog for an agreed-upon time, allowing the Organization to actively seek a new home and then relinquish the Dog to Organization when a home is found.
 - c. Return Dog to Organization.

13. **Return Policy:** If Buyer decided to not keep the Dog, Buyer hereby agrees to return the Dog to the Organization. Importantly, Buyer agrees to give the Organization ten working days to secure a kennel, and will provide safe and loving care of the Dog until it is returned. Buyer agrees to safely transport the Dog to the determined kennel or veterinarian facility, and will return any/all paperwork and supplies provided by the Organization at that time.
14. **Euthanasia:** You agree that you may not euthanize the Dog except in the case of the Dog's terminal illness or injury, or old age accompanied by pain and suffering and in that case, the euthanasia must be performed by a licensed veterinarian.
15. **Change of Contact Info:** Until either the Spay/Neuter verification or one of the other addendums are received and cleared by the breeder, the buyer will check in periodically to ensure that all contact and location information is accurate and up to date. You will notify the Organization of all changes of address and/or telephone within 30 days after the change. Communications should be mailed to:

Lucky's Legacy: Record-Keeping

c/o Hope Fidler

1306 Meadow Vista Dr

Maineville, OH 45039.

16. **Estate Provisions:** Buyer agrees to provide for care of the Dog in their will or estate if by no other means than specifying in writing that Dog is to be returned to the Organization in the event of Buyer's death.
17. **Follow Up:** Buyer understands and agrees that the Organization is fully entitled to make follow-up visits (prior arrangements must be made, seller will not barge in or invade the privacy of the buyer) v or phone calls to ascertain that all of the covenants and clauses of this agreement are being satisfied. Buyer is obligated to cooperate with the Organization. Equally important, the buyer reserves the right to visit the organizations premises at will, as long as prior arrangements are made.
18. **Right to Reclaim:** Buyer understands and agrees that the Organization reserves the right to reclaim dog if any of the above conditions are not met to the satisfaction of the Organization. Buyer further understands and agrees that any expenses incurred by the Organization in exercising its rights under this provision will be paid by Buyer in addition to any liquidated damages required by other provisions of this Agreement.
19. **Warrantees:** The Organization makes no warranty as to the temperament or physical condition of the Dog, beyond the 12 month health guarantee that the dog is free from any genetic defects or illnesses. The Dog is being adopted as is. **Special Disclaimer:** All warranties with regard to Dog, including any implied warranty of merchantability and fitness for a particular purpose, where they are applicable, are hereby specifically disclaimed.
20. **Release & Indemnification/No Liability:** Buyer hereby releases the Organization from any and all liability for personal injury, property damage, legal fees, or veterinary care, or any other expense or liability incurred by Buyer as a result of this adoption. Buyer agrees to indemnify the Organization from any and all such claims and to pay, without limitation, any costs related to such injury, damage, or liability, including, in the case of litigation, any attorneys fees incurred by the Organization in its defense.
21. **Breach of Agreement/Liquidated Damages:** In the event that you do not comply with the terms of this Agreement, or the Dog is abused or neglected, we hold the right to recover the Dog from you upon demand, and the Dog will be surrendered to us immediately. In addition, without waiving any of our rights under this Agreement, if you do not surrender the Dog to us, you will owe us a payment in the amount of \$1,500.00 agreed between us as just and reasonable liquidated damages to compensate us for our costs and expenses in connection with your breach of this Agreement and we reserve our rights to reacquire the Dog.

22. Entire Agreement/Modification/Binding Effect: This Agreement is the entire agreement between you and us, and supersedes any prior understandings between you and us with respect to the subject matter of this agreement. No modification of this Agreement will be valid unless in writing duly signed by both you and the Organization. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

23. Breeders responsibilities:

- a. The breeder will ensure that the puppy has had all appropriate shots and workings for its age when it goes home with new owners.
- b. The breeder will not only microchip the pup but will deliver pup with the chip registered for its lifetime with AKC Reunite or other reputable registry.
- c. The breeder is responsible for delivering unto the buyer a happy, healthy and well socialized puppy.
- d. The breeder will make themselves available for advice and support throughout the life of the dog.
- e. The breeder will, when at all possible, offer boarding for the dog for periods up to one week (longer times can be negotiated on a one on one basis) at the rate of 50% of going rate for public boarding facilities.

BUYER	BREEDER
Print Name: Address:	Organization Name: Representative: Address:
Phone: Email:	Phone: Email:
Emergency Contact:	

<- Both parties must date and sign this contract ->

- * We acknowledge and approve of the "fencing" arrangements made for this particular buyer and dog
- ** We agree that this time frame may be longer initially until dog is integrated into the house.