

**Infinity Cavaliers
Purchase Agreement & Guarantee
(Limited Registration)**

This agreement (“**Agreement**”), dated as of _____ (the “**Effective Date**”), is between Debra A. Juhl (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

- **REGISTRY:** American Kennel Club
- **REGISTERED NAME:** _____
- **REGISTERED NUMBER:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** _____
- **DAM:** _____
- **DAM REGISTERED #:** _____

The Breeder and Buyer agree as follows:

1. **Purchase Price.** The full purchase price of \$_____, including 7.5% Florida sales tax if puppy/dog is delivered to Buyer in the state of Florida, (“**Purchase Price**”) is agreed with the balance due in full upon Breeder’s delivery of puppy/dog to Buyer. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via PayPal, Cash, or personal check. If using PayPal, Buyer is responsible for additional PayPal fees. Buyer shall be responsible for all expenses, direct and indirect, related to personal checks returned due to insufficient funds.
2. **Limited Registration.** The puppy/dog is a purebred Cavalier King Charles Spaniel registerable with the American Kennel Club (AKC) and is being sold with limited registration. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for AKC registration.
3. **Registration by Buyer.** Buyer shall register the puppy/dog with AKC. Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent and will never remove the kennel prefix from the puppy/dog’s registration name (if applicable).
4. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$4,000 per offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.
5. **Breeder’s Obligations.** Breeder represents and warrants the following:

- a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon execution of this contract and Buyer's payment of the full Purchase Price.
- b. State of Health; Short-Term Health Warranty. The puppy/dog (1) was previously examined by a licensed veterinarian and was found to be in good health at that time and (2) has had the immunizations enumerated in the Florida Health Certificate provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (1) any health issues caused by Buyer's ill-treatment, abuse or neglect, (2) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (3) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
- c. Long-Term Health Warranty. Breeder provides a minimum of four-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. This warranty is valid for up to five years if the Breeder is still breeding Cavalier King Charles Spaniel puppies. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination. This guarantee is void when parasites, contagious diseases, or other illnesses have had any influence on the puppy/dog's health, or any kind of accidental trauma. Breeder cannot be responsible for health problems caused or complicated by diet deficiencies, accidents, medications, vaccinations, chemical heartworm prevention, chemical wormers, and/or any parasite treatments, particularly those in the isoxazoline class (i.e., Bravecto, Credelio, Nexgard, Simparica, Simparica Trio, etc.) .
- d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (1) was "unfit for purchase" or (2) has a genetic disorder that is identified within the warranty periods described above, the Buyer may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount).
- e. Boarding. Breeder shall provide free vacation boarding provided the puppy/dog is current on all vaccinations, free of parasites, and properly trained. The Breeder is not required to provide such care in the event the Breeder has conflicting plans.
- f. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

6. **Buyer's Obligations.** Buyer agrees to the following:

- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably

fenced) exercise area, fresh water, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.

b. Veterinary Care. Buyer will also provide the following veterinary care: (1) routine vaccinations and/or titers to prevent common infectious diseases; (2) routine treatment for internal and external parasites; and (3) annual examination by a licensed veterinarian.

c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:

1. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;

2. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and

3. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.

d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.

e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (1) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (2) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.

f. No Transfer Outside of the United States. Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.

g. Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog and providing proof of such spaying/neutering to Breeder immediately upon completion (if requested by Breeder). Females shall not be spayed prior to completion of their first heat cycle. Males shall not be neutered prior to one year of age.

h. Training. Buyer agrees to enroll, attend, and complete a puppy obedience class, AKC S.T.A.R. Puppy or equivalent.

i. Dangers/Poisons. The Buyer agrees to review the attached list of plants that are dangerous/poisonous to dogs and rid all puppy's play areas of such plants. Similarly, the Buyer agrees to view the attach lists of foods/drugs that are dangerous/poisonous to dogs and keep these items out of reach from the puppy/dog. Buyer shall also read the attached list of Essential Oils Poisonous to Dogs.

j. Vaccination. The Buyer agrees to review Dr. Jean Dodds' Recommended Vaccination Schedule and discuss possible use of titers with their veterinarian. Only the discussion is mandatory, not the use of the schedule.

k. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

7. Ongoing Communications. Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registries and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, hip or patella issues, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.

8. Remedy for Mistreatment. If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog along with AKC registration and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

9. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provisions thereof.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

(Signature)

(Signature)

Name: Debra A Juhl

Name: _____

Address: 12365 Apple Leaf Dr.

Address: _____

Jacksonville, FL 32224

Phone: (904) 586-2369

Phone: _____

Email: Puppies@InfinityCavaliers.com

Email: _____

ATTACHMENTS:

- AKC Prepaid Registration Papers
- AKC Reunite Prepaid Lifetime Registration
- Health Certifications of Dam and Sire
- Dr. Jean Dodds' Recommended Vaccination Schedule
- Dogs Trust List of Poisonous Plants, Garden and Household Substances
- Top 10 Human Medications That are Poisonous to Dogs
- People Foods to Avoid Feeding Your Dogs
- Essential Oils Poisonous to Dogs
- Crate Training 101
- Gonadectomy – Rethinking Long-Held Beliefs