

PUPPY PURCHASE AGREEMENT

AND

HEALTH GUARANTEE

This sales contract (“Contract”) is entered into on _____, (the “Execution Date”) by and between Maple Drive Doodles (“Breeder”), and _____ (“Buyer”), collectively referred to as the “Parties.”

WHEREAS, Breeder is the owner of certain _____ (breed) puppies being held for sale.

WHEREAS, Buyer wishes to acquire one of the puppies being held for sale by Breeder.

WHEREAS, this puppy shall hereinafter be referred to as the “Dog” and is further described as follows:

DESCRIPTION OF DOG:

Breed: _____ Whelped: _____

Color/markings: _____ Sex: _____ Sire: _____

Dam: _____

Kennel Name: Maple Drive Doodles _____

Pick-Up Date:

WHEREAS, it is the Breeder’s intention to foster the breeding and development of dogs by selecting breeding dogs based on their working ability, correct structure, good health and excellent temperament,

WHEREAS, it is the Buyer's intention to foster the development of the Dog by providing not only proper socialization, training, nutrition, and veterinary care, but also including it as part of the family, and

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree to as follows:

1. BREEDER'S OBLIGATIONS

1.1. Breeder will fully disclose any known health problems or faults in the Dog.

1.2. Breeder will provide reasonable telephonic and email support to assist Buyer in

resolving any temperament, training, or health issues.

Buyers Initials _____

1.3. Breeder guarantees that this Dog is current on vaccinations and deworming, appropriate for the puppy's age as determined by local veterinarian standards. Breeder will provide Buyer with all relevant records.

1.4. Breeder further guarantees this Dog is in good health at the time of delivery and is free from the genetic diseases of blindness or deafness.

1.4.a. If this Dog is found to have a life-threatening illness, diagnosed by a licensed veterinarian within seventy-two (72) hours from the date of delivery, upon written proof thereof provided to the Breeder, the Buyer may return this Dog to Breeder at Buyer's expense to receive a full refund of the Purchase Price of the Dog. Shipping fees, transportation costs, veterinarian examination fees, or other related and consequential costs incurred to fulfill such guarantee will not be refunded and will be at Buyer's expense. Breeder reserves the right to a second veterinary opinion, at the Breeder's expense, prior to the fulfillment of this guarantee.

1.4.b. If this Dog expires within the first seventy-two (72) hours of transfer of ownership, a necropsy must be performed. If the results of the necropsy determine that the cause of death is caused by a condition or illness that the Dog contracted while in the custody of the Breeder, Breeder will provide a refund of up to _____.

Breeder reserves the right to a second opinion, at Breeder's cost.

1.4.b. If this Dog is found to have a life-threatening genetic condition, one which the sire and dam of the Dog have been tested for, upon written proof thereof provided to the Breeder, diagnosed by a licensed veterinarian before the Dog reaches the age of two (2) years old, the Breeder will pay the expenses of treatment recommended by a licensed veterinarian, limited to the amount equaling the

Purchase Price of the Dog. Breeder reserves the right to a second veterinary opinion, at the Breeder's expense, prior to the fulfillment of this guarantee.

1.5. Breeder DISCLAIMS any illness or condition that is not listed in sections 1.4.a. and 1.4.b., as set forth above. This includes, but is not limited to: minor illnesses requiring short-term medication, viral illnesses, parasites, infections, improper bites, Giardia or Coccidiosis, Kennel Cough, illnesses due to the ingestion of foreign objects, food, chemicals, as well as stress related issues, behavioral issues, and physical injuries and/or illnesses which may have occurred or were contracted during the transport of the Dog to the Buyer.

1.6. Breeder DISCLAIMS any guarantees as to the Dog's final weight, coat type, color, or temperament.

1.7. Breeder FURTHER DISCLAIMS any liability arising from any accident or injury of the Dog that occurs after the pick-up date.

2. BUYER'S OBLIGATIONS

2.1. Buyer to pay a NON-REFUNDABLE DEPOSIT in the amount of \$_____ within three business (3) days of the Execution Date of this Contract.

2.2. The Purchase Price of the Dog is \$_____. Buyer to pay the remaining balance of the total purchase price, less any deposits or credits, on or before the pick-up date.

2.2.a. Failure to pay on or before the pick-up date may result in this agreement being terminated, the deposit being forfeited, and the Dog sold to another buyer. Such decision shall be at the Breeder's sole discretion.

2.3. Buyer to provide quality nutrition, proper veterinary care, early socialization, obedience training, appropriate exercise, and an indoor home.

2.3.a. Breeder recommends that the Dog be examined by a licensed veterinarian of

the Buyers choice within three (3) business days after the receipt of the dog. Breeder also recommends that Buyer take a stool sample with them.

2.4. Buyer to ensure that the Dog maintains a healthy weight. As defined above, all health guarantees are nullified if the Dog becomes obese, malnourished, or suffers from another condition caused by Buyer falling below the appropriate standard of care given to the Dog, as accepted by local veterinarian standards. Buyer must also refrain from repetitive, stress-inducing activities on the Dog until it has reached adulthood and has fully developed.

2.5. Buyer agrees to indemnify and hold Breeder harmless from any damages or liability arising from Buyer's ownership of the Dog.

2.6. Buyer expressly permits Breeder to use the Dog's name and likeness in promotional materials.

2.7. Buyer must provide written proof from a licensed veterinarian of the spay or neuter of the Dog by the time the Dog reaches the age of twelve (12) months of age. If the Dog is not spayed or neutered by the age of 12 months, all health guarantees provided herein will be VOID. UNDER NO CIRCUMSTANCES IS BUYER PERMITTED TO BREED THIS DOG WITHOUT HAVING PURCHASED THE BREEDING RIGHTS FROM BREEDER, OR OBTAINING THE EXPRESS PERMISSION FROM THE BREEDER. BREEDING THIS DOG IN VIOLATION OF THE TERMS OF THIS AGREEMENT WILL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT AND BREEDER WILL BE ENTITLED TO LIQUIDATED DAMAGES AS SET FORTH IN SECTION 3 OF THIS AGREEMENT.

2.8. First Right of Refusal and Fit Home Requirement. Buyer will NOT offer the Dog for sale, adoption, or other transfer of ownership or control, or euthanize the Dog for a non-life-threatening illness or issue of any kind, without first offering sale or other transfer of ownership

or control to the Breeder. Buyer also agrees that the Dog shall primarily be an indoor dog and given the love and affection it requires.

2.9. In the case of Buyer's death or hospitalization, the Buyer agrees that Buyer's estate will be bound by this Contract.

2.10. FAILURE TO COMPLY WITH SECTIONS 2.7. OR 2.8. OF THIS AGREEMENT WILL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND WILL ENTITLE BREEDER TO LIQUIDATED DAMAGES AS SET FORTH IN SECTION 3 OF THIS AGREEMENT.

3. LIQUIDATED DAMAGES

3.1. Violations of Breeding or Spay/Neuter Requirements. Buyer expressly understands and agrees that Breeder's breeding program and its dogs are valuable assets and that Breeder enjoys a reputation of producing healthy and highly desirable dogs through responsible practices. Buyer further expressly understands and agrees that any violation of the Spay/Neuter Requirement and prohibition on breeding described in Section 2.7 of this Contract will result in damages to Breeder that will be difficult, if not impossible, to accurately estimate, because of, among other factors, the inherent difficulties in ascertaining the unauthorized sales of dogs, calculating the loss of income to Breeder, valuing the threat of harm to Breeder's dogs arising from irresponsible breeding practices, and calculating the damages to Breeder's reputation should its dogs be used in irresponsible breeding practices. ACCORDINGLY, BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT ANY VIOLATION OF THE SPAY/NEUTER REQUIREMENT AND PROHIBITION ON BREEDING DESCRIBED HEREIN SHALL ENTITLE BREEDER TO LIQUIDATED DAMAGES IN THE AMOUNT OF **\$10,000.** Buyer expressly understands that such amount is not a penalty and is reasonable in light of the factors discussed herein and other

factors.

3.2. Violations of First Right of Refusal and fit home requirement. Buyer also expressly understands and agrees that any violation of the fit home and re-homing requirements described in Section 2.8 above will result in damages to Breeder that will be difficult, if not impossible, to accurately estimate, because of, among other factors, the inherent difficulties in ascertaining the unauthorized sales of dogs, valuing the threat of harm to Breeder's dogs arising from irresponsible breeding practices, and calculating the damages to Breeder's reputation should its dogs be used in irresponsible breeding practices. ACCORDINGLY, BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT ANY VIOLATION OF THE FIRST RIGHT OF REFUSAL OR FIT HOME REQUIREMENTS SET FORTH HEREIN SHALL ENTITLE BREEDER TO LIQUIDATED DAMAGES IN THE AMOUNT OF **\$10,000.**

4. FORUM SELECTION

4.1. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising from or related to this Contract shall be litigated in the Genesee County Circuit Court of Michigan or in the Federal District Court for the Eastern District of Michigan.

5. ATTORNEYS' FEES

5.1 In the event of litigation relating to the subject matter of this Contract, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and costs resulting therefrom.

6. BLUE PENCIL

6.1. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, that construction shall not affect the remainder of this agreement, which is to be given full force and effect without regard to the invalid or unenforceable provision.

7. MERGER

7.1. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

8. NO ASSIGNMENT OR DELEGATION

8.1. Buyer may not assign any right or delegate any obligation hereunder, including by merger, consolidation, operation of law, or otherwise, without the written consent of the other party. Any purported assignment or delegation without such consent shall be void, in addition to constituting a material breach of this Contract.

**REMAINDER OF PAGE
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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date of

_____.

Breeder (Print)
Authorized Representative

Buyer (Print)

Breeder (Signature)
Authorized Representative

Buyer (Signature)

Breeder's Address

Buyer's Address

Breeder's Email

Buyer's Email

Breeder's Telephone

Buyer's Telephone