Adventure Abounds Standards — Companion Sales Contract & Health Guarantee

Breeder: Adventure Abounds Standards — Brooke Alice Koenig

Address: 16112 Melba Ln, Kiel, WI 53042

Phone: 920-901-7707 | **Email:** adventureaboundsstandards@gmail.com

Website: www.adventureaboundsstandards.com

This Companion Sales Contract and Health Guarantee ("Agreement") is entered into on this _____ day of _____**, 20**, by and between **Adventure Abounds Standards, Brooke Alice Koenig** ("Breeder") and the undersigned Purchaser(s) ("Purchaser"):

Purchaser 1 Full Name: _____

Purchaser 2 Full Name: _____

Street Address: _____

City / State / ZIP: _____

Primary Phone: _____ **Secondary/Cell:** _____

Email Address: _____

Puppy Identification & Purchase Terms

- **Breed:** Purebred AKC Registered Standard Poodle
- **Puppy Call / Registered Name:** _____
- **Date of Birth:** _____ **Sex:** _____ **Color(s):** _____
- **Microchip Number:** _____
- **Sire:** _____ **AKC #:** _____
- **Dam:** _____ **AKC #:** _____

Registration & Ownership Status:

Limited AKC Registration Only (Companion / Pet Home): This Puppy is sold strictly as a non-breeding companion pet under sole Purchaser ownership. Breeding rights and co-

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ownership placements are governed exclusively by a separate written agreement and are not granted or available under this Contract.

Purchase Price & Payment Schedule:

- **Total Purchase Price: $2,000.00**
- **Non-Refundable Deposit Paid: $200.00** (non-refundable and non-transferable, except as expressly provided in Section 2)
- **Remaining Balance Due at Pickup/Delivery: $1,800.00** (payable in cash or certified bank check on or before transfer of possession)

1. Puppy Condition, Immunizations & Biosecurity

1. **Condition at Sale:** Breeder warrants that the Puppy is a purebred Standard Poodle in, good health and sound condition, to the best of Breeder's knowledge at the time of transfer. Puppy has received age-appropriate vaccinations and deworming prior to departure. Breeder will provide Purchaser with a complete immunization and deworming record (and a Veterinarian's Health Certificate when required for transport).
2. **Quarantine & Biosecurity:** Because young puppies have immature immune systems, Purchaser agrees to protect the Puppy from infectious diseases—including Canine Parvovirus and Distemper—by keeping the Puppy isolated from public parks, rest areas, pet stores, doggy daycares, and unfamiliar or unvaccinated dogs until Purchaser's licensed veterinarian confirms that the full puppy vaccination series is complete (typically around 16 weeks of age).
3. **Ongoing Core Vaccinations:** Purchaser is required to have a licensed veterinarian administer all remaining core puppy booster vaccinations on the schedule noted in the Puppy's health record. Failure to maintain scheduled core vaccinations renders all health guarantees in this Agreement null and void.
4. **Assumption of Risk Upon Transfer:** Once the Puppy leaves Breeder's premises—or is delivered by Breeder to a Purchaser-designated ground or air transport carrier—Purchaser assumes full responsibility and liability for the Puppy's safety, transport, injury, accident, or post-transfer illness. Breeder is not responsible for veterinary bills incurred after possession transfers.

2. 72-Hour Initial Wellness Check & Return Policy

1. **Mandatory 72-Hour Vet Exam:** Purchaser agrees to have the Puppy examined by a licensed veterinarian within **72 hours** of pickup or delivery at Purchaser's sole

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expense. Failure to complete this examination within 72 hours voids this initial wellness guarantee.

2. **Pre-Existing Serious Illness:** If the Puppy is found during the 72-hour exam to have a life-threatening congenital defect or a pre-existing contagious illness contracted prior to leaving Breeder's premises—explicitly **excluding** internal or external parasites, coccidia, giardia, or stress-induced hypoglycemia/diarrhea, which are common and treatable—Purchaser must notify Breeder within 24 hours of the exam and submit complete written clinical findings.
3. **Verification & Remedy:** Breeder reserves the right to require confirmation of the diagnosis by a veterinarian of Breeder's choosing prior to accepting a return. Upon verification, Purchaser shall return the Puppy to Breeder within 48 hours and elect either:
    - **(a) Future Puppy Credit:** A credit of the full **$2,000.00** purchase price toward a future puppy from Breeder; **OR**
    - **(b) Partial Cash Refund:** A cash refund of **$1,800.00** (the purchase price less the **$200.00** non-refundable deposit/administrative fee).

Breeder will not reimburse Purchaser's veterinary or transport expenses.

3. Ongoing Care, Husbandry & Sterilization Covenant

1. **Standard of Care:** Purchaser agrees to maintain the Dog in clean, safe, and healthy condition throughout its life by providing high-quality nutrition, fresh water, safe containment, regular coat grooming, appropriate exercise, routine preventative veterinary care (core vaccinations and heartworm/parasite prevention), and warm indoor shelter as a household companion.
2. **Mandatory Sterilization by 24 Months:** Purchaser agrees to have the Dog sterilized on or before **24 months of age**.
    - **Permitted Procedures:** Because peer-reviewed veterinary research indicates that premature removal of sex hormones can negatively impact orthopedic development and long-term health in large-breed dogs, Breeder accepts:
        - **Vasectomy** (males) or **Ovarian Sparing Spay (OSS)** (females) performed at **any age**; OR
        - **Traditional Spay or Neuter** performed **at or after 18 months of age** (following growth plate closure) **and no later than 24 months of age**.

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- **Proof Required:** Purchaser must submit a signed certificate from a licensed veterinarian confirming the sterilization procedure within **7 days** of surgery and no later than the Dog's 24-month birthday.

3. **AKC Registration Paperwork:** Purchaser shall provide a registered name for the Puppy at pickup. Breeder will submit or provide Limited AKC Registration documentation upon transfer of possession. Purchaser's obligation to provide veterinary proof of sterilization by 24 months of age remains an independent, legally binding covenant enforceable under Section 6.

4. Health Guarantees (Lifetime DNA & 5-Year Congenital/Hereditary)

A. Lifetime Single-Gene DNA Guarantee

Breeder guarantees for the lifetime of the Dog that the Dog will not become **clinically affected** by single-gene, autosomal recessive hereditary diseases for which both Sire and Dam have been tested clear via an accredited canine genetics laboratory—specifically:

- **Von Willebrand's Disease Type I (vWD1)**
- **Degenerative Myelopathy (DM)**
- **Neonatal Encephalopathy with Seizures (NEwS)**
- **Progressive Retinal Atrophy (PRA-prcd)**

(Asymptomatic carrier status [one mutation copy] or genetic risk markers without confirmed clinical manifestation of disease are normal and are not covered under this guarantee.)

B. 5-Year Congenital & Hereditary Health Guarantee

Until the Dog reaches **five (5) years of age**, Breeder warrants against severe, life-altering congenital or hereditary disorders limited strictly to:

1. **Severe Hip or Elbow Dysplasia:** Confirmed via official OFA radiographic evaluation graded Moderate or Severe, or PennHIP Distraction Index above breed average accompanied by clinical lameness;
2. **Severe Congenital Cardiac Defects:** Confirmed via echocardiogram performed by a board-certified veterinary cardiologist; or
3. **Hereditary Ocular Disease Causing Blindness:** Confirmed via an official OFA CAER examination performed by a board-certified veterinary ophthalmologist.

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C. Explicit Exclusions

Because they stem from complex polygenic, environmental, nutritional, hormonal, or lifestyle factors outside a breeder's control, this guarantee **explicitly excludes**:

- Cancer of any type;
- Autoimmune and endocrine disorders (including Addison's disease, Sebaceous Adenitis, hypothyroidism, and IMHA);
- Gastric Dilatation-Volvulus (GDV / bloat);
- Idiopathic epilepsy or non-NEwS seizures;
- Cranial cruciate ligament (CCL/ACL) tears or soft-tissue injuries;
- Luxating patellas below Grade 3;
- Allergies, skin conditions, or ear infections;
- Umbilical hernias, cryptorchidism, or bite/tooth alignment variations; and
- Internal or external parasites.

D. Conditions That Void All Health Guarantees

All guarantees in Section 4 immediately become **null and void** if:

1. The Dog undergoes a traditional spay or neuter **prior to 18 months of age** (vasectomy and OSS are permitted at any age with veterinary documentation);
2. The Dog is maintained in an overweight/obese body condition or subjected to repetitive, high-impact exercise (such as forced jogging on hard surfaces or agility jumping) prior to 18 months of age;
3. Purchaser fails to maintain veterinarian-administered core vaccinations, routine heartworm/parasite prevention, and regular veterinary care; or
4. Ownership or possession of the Dog is transferred to any third party without Breeder's prior written consent.

E. Claim Verification, Exclusive Remedy & Liability Cap

1. **Documentation & Second Opinion:** To submit a claim under Section 4A or 4B, Purchaser must submit complete veterinary records, diagnostic imaging, official OFA/PennHIP certificates, or board-certified specialist reports at Purchaser's sole expense within **30 days** of diagnosis. Breeder reserves the right to have all

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diagnostic records and radiographs reviewed by a veterinarian of Breeder's choosing—and/or require an independent specialist evaluation at Breeder's expense—prior to approving any claim.

2. **Primary Remedy (Replacement Puppy):** Upon Breeder's written verification of a covered condition, Breeder's primary remedy shall be a **replacement puppy of equal value** from an upcoming Adventure Abounds Standards litter within **twenty-four (24) months** of claim approval. Purchaser is responsible for all transport or shipping costs for the replacement puppy. Purchaser is **not** required to surrender the original Dog to receive a replacement puppy, provided Purchaser first submits signed veterinary proof that the original Dog has been sterilized.
3. **Fallback Remedy (Capped Partial Refund):** A cash refund is available **only** if Breeder is unable to offer a replacement puppy within twenty-four (24) months of claim approval (or if Breeder discontinues breeding). In that event, Breeder's sole and maximum financial liability shall be a **partial refund capped at fifty percent (50%) of the original purchase price ($1,000.00)**, payable within 30 days of receiving signed veterinary proof that the original Dog has been sterilized.
4. **Full Satisfaction & Exclusion of Veterinary Bills:** Under no circumstances shall Breeder be responsible for veterinary bills, diagnostic fees, medications, surgeries, or incidental expenses. Fulfillment of either the replacement puppy or the capped partial refund constitutes full and final satisfaction of all obligations under this Agreement, and no further claims may be brought regarding the original Dog.

5. Right of First Refusal, Rehoming & Return Policy

1. **Non-Transferable Contract:** This Agreement is strictly between Breeder and Purchaser and is not transferable. Purchaser may **never** sell, surrender to an animal shelter or rescue, rehome, or give the Dog away (including to a relative or friend) without Breeder's prior written consent.
2. **Absolute Right of First Refusal:** If at any point during the Dog's lifetime Purchaser is unable or unwilling to keep or care for the Dog, Purchaser must notify Breeder immediately in writing, by phone, or by email **before** making any alternative placement arrangements. Breeder holds an absolute Right of First Refusal and will accept the return of the Dog at no charge to Purchaser, with no refund of the purchase price.
3. **Liability Upon Authorized Transfer:** If Breeder grants prior written permission for Purchaser to place the Dog into an approved home, Purchaser remains legally

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responsible for enforcing all terms of this Agreement—including ensuring Breeder receives veterinary proof of sterilization on or before 24 months of age.

4. **Microchip Registration & Permanent Breeder Secondary Contact:** Puppy leaves Breeder's care with an implanted, activated microchip. Prior to or at transfer of possession, **Breeder shall complete the initial microchip registration**, listing Purchaser as the Primary Contact and **Adventure Abounds Standards / Brooke Alice Koenig** (920-901-7707 | adventureaboundsstandards@gmail.com) as the **permanent Secondary Contact**. Purchaser agrees to keep Purchaser's Primary Contact phone number and address current with the microchip registry, and **agrees never to remove, delete, or overwrite Breeder as the permanent Secondary Contact** at any point during the Dog's lifetime. Removing or altering Breeder's Secondary Contact listing without Breeder's prior written consent constitutes a material breach of this Agreement and entitles Breeder to pursue recovery and liquidated damages under Section 7.
5. **Whereabouts Notification:** Purchaser agrees to keep Breeder updated with current contact information and to confirm the Dog's wellbeing and whereabouts upon Breeder's reasonable request.

6. Strict Prohibition on Breeding, "Doodling," and Merle Crossbreeding

1. **No Breeding Rights:** This Dog is sold strictly as a companion pet on Limited AKC Registration with **zero breeding rights**. Purchaser agrees that this Dog shall never be used for breeding of any kind, whether intentional, accidental, or incidental.
2. **Prohibition on "Doodling," Crossbreeding & Merle Breeding:** Adventure Abounds Standards strictly prohibits breeding any dog from its program to produce "Doodles," mixed-breed offspring, or Merle-patterned offspring under any circumstances.
3. **Material Breach & $50,000.00 Liquidated Damages:** Failure to sterilize the Dog by 24 months of age as required in Section 3, or any unauthorized, accidental, or intentional breeding—including the production of "Doodles," mixed-breed litters, or Merle offspring—constitutes a material breach of this Agreement. In the event of such breach, Purchaser agrees to pay Breeder **$50,000.00 as liquidated damages**, which both parties agree represents a reasonable pre-estimate of the harm to Breeder's reputation, bloodlines, and breeding program (and is not intended as a penalty), plus all reasonable attorney's fees and court costs incurred by Breeder.
4. **Surrender of Dog and Offspring:** In addition to liquidated damages, Purchaser agrees to immediately surrender the Dog and **all resulting offspring** to Breeder upon Breeder's demand, with zero compensation to Purchaser.

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7. General Breach, Right of Recovery & Liquidated Damages

If Purchaser breaches any covenant of this Agreement—or if Breeder receives credible evidence that the Dog is being abused, neglected, improperly housed, or abandoned—Breeder retains the immediate right to reclaim and repossess the Dog upon demand without refund. Without waiving Breeder's right to pursue legal recovery (replevin) of the Dog, if Purchaser fails or refuses to surrender the Dog upon lawful demand, Purchaser shall owe Breeder **$10,000.00 in liquidated damages** to compensate Breeder for recovery costs, travel, and enforcement expenses, plus reasonable attorney's fees and court costs.

8. General Provisions & Governing Law

1. **No Size, Color, or Title Guarantees:** Breeder makes a good-faith effort to estimate probable adult size, coat color/fading, and temperament based on pedigree history, but makes no guarantee regarding the Dog's eventual adult size, shade, conformation, or show/working titles.
2. **Governing Law, Venue & Attorney's Fees:** This Agreement shall be governed by and construed in accordance with the laws of the **State of Wisconsin**, with exclusive jurisdiction and venue in the courts of **Manitowoc County, Wisconsin**. In any legal action or proceeding brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.
3. **Entire Agreement & Modification:** This document constitutes the entire agreement between Breeder and Purchaser and supersedes all prior verbal or written discussions. No modification or waiver of any term is valid unless in writing and signed by both Breeder and Purchaser. This Agreement is binding upon Purchaser's heirs, successors, assigns, and personal representatives.
4. **Severability:** If any court of competent jurisdiction determines that any provision or liquidated damages amount in this Agreement is invalid or unenforceable, that provision shall be modified or reduced to the maximum extent enforceable under Wisconsin law, and all remaining provisions shall remain in full force and effect.

Purchaser Initial Acknowledgments

Please initial both lines below:

_____ **Limited AKC Registration & Mandatory Sterilization:** I understand this Puppy is sold strictly as a non-breeding companion pet under sole Purchaser ownership. I agree to have the Dog sterilized (via vasectomy, OSS, or traditional spay/neuter at or after 18 months of age) on or before **24 months of age**, submit veterinary proof to Breeder within 7

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days of the procedure, and never breed this Dog. I acknowledge the **$50,000.00** liquidated damages provision for unauthorized breeding or failure to sterilize.

_____ **Microchip Secondary Contact & Right of First Refusal:** I understand that this Puppy's activated microchip lists **Adventure Abounds Standards / Brooke Alice Koenig** as the permanent Secondary Contact, and I agree never to remove or overwrite Breeder's contact information from the microchip registry. I further agree that I may never rehome, sell, or surrender this Dog without Breeder's prior written consent.

Signatures

By signing below, Purchaser(s) acknowledge that they have read, understood, and voluntarily agreed to every term and condition of this Companion Sales Contract and Health Guarantee.

Execution Date: _____ **City & State:** _____

Purchaser 1 Signature: _____ **Date:** _____

Purchaser 2 Signature: _____ **Date:** _____

Breeder Signature: _____ **Date:** _____

Brooke Alice Koenig — Adventure Abounds Standards

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