

Adventure Abounds Standards Sales Contract & Guarantee

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On the _____ day of _____, 20_____, this sales contract is made between

PURCHASER(S): _____

Address: _____

Phone # _____ Cell # _____

Email: _____

AND the Breeder: Adventure Abounds Standards, Brooke Alice Koenig

The Buyer agrees to the price of \$_____ for the following AKC Registered Standard Poodle.

Limited Registration _____ (Pet Home) Full Registration _____ (Co-Ownership Only)

DOB _____ Sex _____ Color(s) _____

Sire: _____ AKC # _____

Dam: _____ AKC # _____

A non-refundable deposit of \$200.00 is required to hold this dog, with **full balance payable in cash or by certified check, due on the day dog is to be picked up.**

This Contract and conditions are made between the Purchaser and Breeder and are not transferable. Should the Buyer wish to relinquish possession of this animal, the Breeder is to be a full partner in the decision about who shall have the dog. The Buyer agrees that the Breeder shall have right of first refusal if this dog is to be rehomed.

A Puppy is defined herein to be a pure-bred Standard Poodle embodying all the characteristics of the Standard Poodle breed. The breeder states that this puppy has received the appropriate vaccinations and worming on a schedule appropriate to the pup's age. The Breeder will provide the Purchaser with a Veterinarian's Health Certificate attesting to the puppy's good health and its immunization record of shots up to date according puppies' age. Once you take possession of your puppy, it is the buyer's responsibility to make sure you keep your puppy safe from unwanted sickness by quarantine of your puppy until the age of 4 months or until your vet has completely given all shots. The Vet will let you know when your puppy is fully immunized. Parvo and other sicknesses are still dangerous to your puppy after leaving the breeders home (depending upon age) due to not having all preventive shots. After leaving with your puppy, the puppies' immune system can still catch Parvo if exposed to an area where a dog has had the disease. The breeder is not responsible for your puppy or puppies getting sick after you take possession and will not pay for any Veterinarian bills.

The Breeder does not assume liability for any injury to the Puppy after the Purchaser has taken

possession. Shipping/transport concerns are the responsibility of the Purchaser, once the Breeder has delivered dog/pup to the transport company on the Purchasers behalf, following the Purchasers instructions.

The Purchaser is encouraged to take the pup to a Veterinarian of their choosing within 72 hours for a 'healthy puppy check-up'. This checkup is at the Purchasers expense. If the puppy is found to be seriously ill, (excluding Parvo) as attested to and fully described in writing by the Purchasers Veterinarian, then Pup will be returned to the Breeder immediately, and the full purchase price will be refunded.

The Purchaser agrees to maintain the Puppy's health in good condition by providing all ongoing inoculations, worming(s), general care, exercise, grooming, safe containment, quality food and warm indoor shelter as necessary to assure continued good health and long life.

To the best of seller's knowledge, said puppy/dog is in healthy and sound condition at the time of sale. Buyer has a 72 hour from the time of delivery/pickup health guarantee. Buyer is required to give, or have a licensed veterinarian, administer the remaining puppy vaccines to said puppy, parvo and distemper vaccines must be given on dates of health record, following first vaccines given by breeder. If buyer fails to continue vaccines as stated above, the parties agree that any guarantee will be considered null and void. All puppies/dogs are sold as PET QUALITY only, this does not mean they are, or are not show/breed quality, and will be spayed/neutered unless sold with Full AKC Registration. Health guarantee does not cover any parasite, internal or external as this is a treatable condition. Only untreatable, genetic diseases or defects will be considered. Autoimmune diseases are not covered as this condition can occur from lifestyle influence. Each case is dealt with individually. Any money placed on a puppy is non-refundable and non-transferable for any reason, unless otherwise stated, in this contract. We would like to have each puppy we place to stay in their original purchasing home. Should you be unable to fulfill this contract by the above agreed date, you agree to contact Adventure Abounds Standards, in writing, phone or email and let us know BEFORE the puppy has been placed into a new home. We require a right of first return or reclamation, that the puppy be returned to us if you cannot keep him or her before the above dates listed. You are not free to give the puppy away to another family member or anyone without receiving permission from us first. This contract is still your responsibility to enforce in the puppy's new home, should we not receive confirmation of the puppy's spaying/neutering by the above listed date, as the original purchaser, YOU will then be liable for the fines for breaching the contract.

If for any reason, the buyer is no longer able to care for the puppy; we will be glad to take it back (if we have room) at no charge. There will be no refund.

Once a puppy leaves Adventure Abounds Standards, we are no longer responsible for these puppies. Each puppy is given age-appropriate vaccines before leaving seller. Should your puppy become ill after it leaves Adventure Abounds Standards, and your veterinarian determines that the illness came from Adventure Abounds Standards, we will require that you pay for our vet for a second opinion before we take the puppy back, we will refund your monies all but the non-refundable deposit. We will not pay your vet bills. We require that your puppy is not exposed to other animals, other people, walked in parks, or rest areas until it has had all of its vaccines. This puppy/dog is guaranteed against disabling genetic defects until 5 years old. Determination of a serious hereditary defect must be attested to in writing by (two) 2 veterinarians. The written allegations must be supported by x-rays/conclusive testing and then concurred with through evaluation by a Veterinarian of the Breeders choosing. The costs incurred to support that the dog has a serious genetic problem rests with the Purchaser. If the problematic health findings are valid, and the dog is returned, then the Breeder agrees to replace same with another puppy when another becomes available.

Adventure Abounds Standards will do everything in our power to handle and resolve disputes between us and the buyer. But if we cannot come to some kind of agreement, an arbitrator will be contacted for settlement. All fees are the responsibility of the buyer. In the event of any dispute, the parties mutually agree that the dispute will be settled under the jurisdiction of the state purchased in and will go into arbitration. All parties mutually agree that all reasonable attorneys' fees and court cost shall be paid by the buyer. In the event that a court of law

finds any part of this agreement unenforceable, all remaining provisions not deemed unenforceable will be enforced to the full extent of the law. This agreement sets forth the entire agreement between parties. This agreement may not be changed, altered or amended except in a writing signed by both parties. I, the undersigned buyer have read, understand and agree with all of the terms and conditions set forth in this sales contract and spay/neuter agreement.

If this Dog has not been sterilized prior to this adoption due to age or physical condition, you agree to enter into a Spay / neuter contract with Adventure Abounds Standards to have the Dog spayed or neutered in accordance with the spay / neuter contract and you agree to a by adhere to the conditions of this contract or face the described consequences. Furthermore, Buyer agrees that this dog is being purchased as a pet only, and that the guarantee of show or breeding quality is neither made nor implied. Buyer agrees to have this dog altered (spayed or neutered) at the age of one year. Limited registration papers are to be provided at the time of proof of spay/neuter.

NO BREEDING AND “NO DOODLE” CLAUSE

Adventure Abounds Standards does not support the breeding of doodles. This dog is sold as a companion pet only and does not include breeding rights. Buyer agrees that this dog is not to be used for breeding of any kind, whether intentional or unintentional.

1. **Spay/Neuter Agreement:** Buyer agrees to have the dog spayed or neutered by a licensed veterinarian on or before the dog reaches 12 months of age. Buyer must provide the Seller with a certificate of spay/neuter from the veterinarian within 7 days of the procedure.
2. **Prohibition of “Doodling” and other Crossbreeding:** Buyer expressly agrees that this dog shall not be bred with a Poodle or any other breed of dog for the purpose of creating “doodle” or any other mixed-breed offspring.
3. **Breach of Contract and Liquidated Damages:** Failure to comply with the spay/neuter requirement by the specified age or the breeding of this dog, including the creation of “doodles” or other mixed-breed offspring, will be considered a material breach of this contract. In the event of such a breach, Buyer agrees to pay the Seller sum of \$50,000 as liquidated damages. This amount represents the significant difference in value between a pet-quality dog and a dog with breeding rights and is a reasonable pre-estimate of the damages the Seller will incur as a result of the breach, including but not limited to, damage to the Seller’s reputation and bloodlines. This provision for liquidated damages is not intended as a penalty but as a remedy for breach of contract.
4. **Surrender of Offspring:** In the event of an unauthorized litter, Buyer agrees to surrender all offspring to the Seller immediately upon the Seller’s request.

Read and Initial

_____ *This puppy is purchased as a Companion Animal, under a non-breeding Limited AKC/UKC Registration, then it is agreed that puppy will never be bred, and will be spayed/neutered ideally by the age one year with proof of same being forwarded to the Breeder forthwith. Upon proof of same the Breeder will forward the dogs official Registration/Pedigree papers. (I) the breeder will pay for puppy or puppies registration fee. Please have a name for your puppy ready when picking up.*

_____ *IF this puppy was sold with full AKC Registration to a breeder, the breeder completely understands that Adventure Abounds Standards do NOT condone the cross breeding (Doodling) or Merle breeding of any kind! (I) the Breeder will take back the poodle and the puppies and seek legal damages of the amount of \$10,000 plus court fees against anyone doing so to any dogs from my breeding.*

The Breeder makes a good faith effort to estimate and disclose the color, and probable adult size of this puppy.

This is based on past knowledge and estimated according to the size of this pup's parents. The Breeder cannot guarantee the eventual size/color of the puppy once grown to adulthood.

The Purchaser agrees that he/she will always be able to provide the Breeder with full knowledge of the whereabouts of this pup/dog, upon request for such information.

Should the Purchaser(s) break the covenants of this Contract, the Breeder has the right to assess financial costs of said breach and/or to repossess the Puppy/Dog at the Purchasers expense.

The Purchasers signature(s) on this document indicate that he/she has read, agrees and understands all of the conditions of this Sale Contract.

The undersigned agree to uphold all covenants of this Agreement, including the "No Breeding and No Doodle" Clause

Signed this _____ day of _____, 20 _____ in the

City of _____,

and Country of _____

Purchaser: _____

Purchaser: _____

Breeder: _____

Dogs That Become Ill

- If you pet becomes ill within **15 days** of sale from a condition that existed at the time of sale or within **5 years of sale**, develop a congenital or hereditary disease that will affect their health or likely require hospitalization or surgery. **Two** veterinarians must provide a written statement **confirming** any of these conditions. The buyer is responsible for all Vet fees, not the seller. The buyer has two options if their dog becomes ill within the limits of the acts: Return the dog for a refund of the purchase price or exchange the dog for another of similar value when one comes available.

Exceptions

The buyer's right to refund or replacement does not apply if the illness or death was the result of **neglect or mistreatment**; if the buyer does not obtain recommended veterinary treatment, provided the diagnosis or if the condition was disclosed at the time of sale, unless within 2 years of purchase a veterinarian states in writing that the condition may require hospitalization or surgery or that it resulted in the death of the dog. The buyer is responsible for all Vet fees.

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

\$2,500 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.

- **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 us. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.**

Adventure Abounds Standards will do everything in our power to handle and resolve disputes between us and the buyer. But if we cannot come to some kind of agreement, an arbitrator will be contacted for settlement. All fees are the responsibility of the buyer.