



**Faksa Purchase Agreement & Guarantee  
(Limited Registration)**

This agreement (“**Agreement**”), dated as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is between \_\_\_\_\_ (“**Breeder**”), and \_\_\_\_\_ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

**LITTER DOB / THEME:**

**LITTER NAME:** \_\_\_\_\_ **COLOR:** \_\_\_\_\_

**SEX:** \_\_\_\_\_ **REG#** \_\_\_\_\_

**MICROCHIP:** \_\_\_\_\_

**SIRE:** \_\_\_\_\_ **AKC REG#** \_\_\_\_\_

**DAM:** \_\_\_\_\_ **AKC REG#** \_\_\_\_\_

**BUYER NAME:** \_\_\_\_\_

**BUYER ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**BUYER PHONE:** \_\_\_\_\_

**BUYER EMAIL:** \_\_\_\_\_

The Breeder and Buyer agree as follows:

- **Deposit.** A [non-]refundable deposit of \$\_\_\_\_\_ \$300.00\_\_\_\_\_ **Deposit** shall be due and paid to Breeder upon execution of this Agreement and has been paid to Breeder. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy/dog that meets Buyer’s identified preferences is not available when it becomes Buyer’s turn to pick a puppy/dog from the selected litter, Buyer may elect to have the Deposit transferred to the next litter or have the Deposit refunded.
- **Purchase Price.** The full purchase price of \_\_\_\_\_ \$3000.00\_\_\_\_\_ **Purchase Price** is agreed with the balance due in full (a) at least \_\_\_\_\_ 1 \_\_\_\_\_ weeks before the puppy/dog is

transported to Buyer **OR** upon Buyer's pickup of the puppy/dog. 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 Cash or Money Order Only.

- **Registration by Buyer.** If Buyer is registering: Buyer shall register the puppy/dog with AKC. Buyer agrees to (a) use Breeder's kennel name ( Faksa or Faksas) when registering the puppy/dog, (b) provide Breeder a photocopy of the puppy/dog's AKC registration as promptly as possible after receipt. 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.
- **Limited Registration.** The puppy/dog is a Purebred Standard Poodle registerable with AKC and is being sold with limited AKC registration ( **NO BREEDING RIGHTS**). Breeder agrees to provide Buyer with all AKC registration papers, **OR** Breeder may elect to do PrePaid Registration in which case a copy of papers is supplied to buyer and formal registration is mailed from AKC to buyer. As such, the puppy/dog is not eligible for exhibiting in Conformation but may compete in other performance events, such as Agility, Scenwork, Barn Hunt, 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.
- **Unauthorized Breeding.** .The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. Buyer understands if at any time the puppy/dog has produced any offspring, Buyer will return the puppy/dog to Breeder and will pay the Stud owner and Breeder a \$10,000 fine within 30 days of whelping, plus expenses and court costs to Breeder. If Buyer purchases this poodle and then sells it or gives it to another breeder or to someone with the intent to breed the puppy/dog, the original Buyer is responsible and will pay for any and all damages to breeder's program and reputation in addition to the \$10,000 fine. Any suit will be tried in the Breeder's Country, State and County
- **Breeder's Obligations.** Breeder represents and warrants the following:
  - **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 Buyer's payment of the full Purchase Price. Breeder agrees to microchip said puppy with a microchip. Breeder will be the alternate contact for the remainder of the life of said puppy, and the Buyer will be the primary contact with the microchip database. This way the Breeder will be notified immediately if the puppy/dog is lost or placed in a shelter, and the Breeder can contact the Buyer in the event their information is not on the microchip.
  - **Choosing A Puppy:** After structural evaluations are completed at 8 weeks of age, the Breeder will help buyer in choosing their puppy by sharing all testing results, personalities, information. However, there is no guarantee of dog size, final color (colors can fade or change), temperament, or performance ability. For puppy/dogs placed as performance-sport partners, therapy dogs or service dog candidates; **we do NOT guarantee the ability of the puppy to qualify as a prospect, they are only being placed with the potential to do so.**
  - **State of Health; Short-Term Health Warranty.** The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records 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 any health issues caused by Buyer’s ill-treatment, abuse or neglect, any health issues that result from the puppy/dog’s transportation from Breeder to Buyer and 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.

- **Vaccination and Deworming:** The puppy/dog will be vaccinated and de-wormed properly for the puppy/dogs present age. Breeder will provide accurate health records for this puppy/dog to Buyer that will be needed for the puppy/dog first vet visit with the Buyer. Over-vaccinating or improperly vaccinating can lead to dangerous reactions, autoimmune diseases, cancers, liver damage, or death. In addition, when it is time to visit your vet for the rabies vaccine, the rabies vaccine is never to be given at the same time as other vaccines, antibiotics, deworming, flea and tick treatments etc.
- **Long-Term Health:** We make our breeding decisions carefully and try to minimize the risk of common health concerns in the breed by making sure each sire and dam have been tested to CHIC and PCA standards but there will always be unknown factors and as such this provision does not cover conditions that have an unknown or complex inheritance pattern.

The Breeder provides a health guarantee for life threatening or crippling genetic health issues for two (2) years from the date of birth for:

- Ocular disease resulting in blindness as determined by a boarded ACVO Ophthalmologist
- Congenital deafness as determined by the BAER test
- Life threatening Cardiac issues must be determined by a licensed veterinarian cardiologist and submitted to OFA.
- Affected CDDY/IVDD as determined by an OFA approved laboratory
- Affected von Willebrand Disease (vWD) bleeding disorder as determined by an OFA approved laboratory
- Affected Neonatal Encephalopathy (NE) neurological disease as determined by an OFA approved laboratory
- Affected Degenerative Myelopathy (DM) of the central nervous system as determined by an OFA approved laboratory

If the Puppy/dog is found to be affected by one of the life threatening or crippling genetic health issues listed above, Breeder requires:

- Certification from the treating veterinarians that the defects were caused by genetics only without question. The defects must be determined to NOT have been caused by an accident, poor body health, environment, early spay/neuter, abuse, or obesity.

- Documentation from a licensed veterinarian, and any relevant laboratory results, must be given to the breeder, and Buyer must give permission for the veterinarian to talk to the breeder and share the dog's complete health records (from all vets).
  - Breeder reserves the right to have the puppy/dog examined by a secondary veterinarian of their choice, acquire DNA testing or check microchip to determine the puppy/dog is one of their lineage and health status at the buyer's expense.
  - Buyer must provide a signed statement including the puppy's microchip number from the veterinarian showing the date and specific reason of defect plus supporting conclusive testing results and/or x-rays.
  - If the puppy is found by a licensed veterinarian to have one of the life-threatening or crippling genetic health issues listed above, then a replacement puppy of equal value will be given when available (same color or markings not guaranteed). I will never ask you to return your beloved puppy to get the replacement puppy, unless that is your desire. If breeder does not have a litter due within a reasonable time frame (within 14 months of defect determined) Breeder shall refund the cost of veterinarian care for the defect up to half of the puppy's purchase price upon proof of spaying/neutering of Puppy.
  - If the puppy/dog dies within the guaranteed time frame, the breeder is to be immediately notified. If the cause of death is suspected to be a hereditary/congenital, a necropsy must be performed. The necropsy must be done by a veterinarian of the breeders choosing, or approved by the breeder. The results must be provided to the breeder in order for the guarantee to be honored and at Buyer's expense for Buyer to claim warranty from the breeder.
  - Transportation: veterinary care and its associated costs are the responsibility of the Buyer. It is understood that breeder is never responsible for veterinarian bills, transportation costs, or return of purchase price.
  - This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), Addison's Disease, Sebaceous Adenitis, cancer or endocrine disorders. We strive to fully test all available diseases and known conditions. Be that as it may, there are still several conditions that are not testable at this time. Breeder guarantees that both Sire and Dam are clear of these at time of breeding. It also does not include any illness or injury due to the ingestion of foreign objects, food, chemicals, physical injury, neglect, obesity, or malnourishment.
- **Buyer's Obligations.** Buyer agrees to the following:
- 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, 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.
  - Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.

- Indoor Companion: The puppy is intended as an indoor companion and is not to be tied or otherwise tethered outdoors as the primary confinement. The puppy should never be allowed to roam free unsupervised outside of the puppy buyer's property. For safety, the puppy should have a pet carrier for car transportation and while unsupervised at home. The puppy should never be transported in an open bed of a pick-up truck unless safely crated.
- Puppy Class Buyer is strongly encouraged to enroll the puppy/dog in a basic obedience class before the age of six (6) months so the well-behaved puppy will be an enjoyable pet for many years of companionship. Breeder highly encourages the Buyer to earn an AKC CGC obedience title at minimum to demonstrate the puppy is a behaved community member. The program teaches the basics of good manners and obedience, instilling the values of responsible ownership, and strengthening the bond between the Buyer and puppy at home and out in the community. Feel free to ask the Breeder for training facility recommendations.
- Shipping Costs. Buyer(s) agrees to pay any and all shipping costs incurred either upon purchasing the puppy or in the event of forfeiture and return of said puppy. Any puppy shipped by air must be provided with no less than counter to counter quality of service.
- Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
  - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
  - ii. 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; (usually around 12-18 months for strenuous activity) and
  - iii. 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.
  - iv. Not spaying/neutering the puppy/dog before 12 months of age.
- 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.
- 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 (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. Breeder reserves the right to have the puppy/dog examined by a secondary veterinarian of their choice, acquire DNA testing or check microchip to determine the puppy/dog is one of their lineage and health status at the buyer's expense.

- **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.
  - **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 between 12-30 months of age. We encourage you to wait until 24 months if possible before spaying/neutering, as it gives them extra time to develop. Spaying/neutering the puppy earlier than 12 months of age will void the health guarantee. Proof of spay/neuter must be sent to the breeder within 60 days of the procedure. Research shows that dogs need their hormones to properly grow and to be healthy. There are potential long term effects on the health of the dog if spayed/neutered too early. Issues from being spayed or neutered too early can include unbalanced growth, hip dysplasia, connective tissue issues, endocrine issues, tumors/sarcomas, decreased lifespan, autoimmune issues.
  - **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.
- **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 registr(y)(ies) 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, 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.
  - **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 and its duly signed AKC transfer papers/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.
  - **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
  - **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 Oklahoma without regard to the conflicts of laws provisions thereof.
  - **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



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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. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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

**BREEDER:**

**BUYER:**

\_\_\_\_\_  
Sign:

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Sign:

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Printed Name:

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Printed Name:

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