

Kenneth and Rachel Waddell
Cell: 918-235-4215 or 918-208-4965

BUYER has 72 hours from purchase/delivery date to see your veterinarian to verify your purchase of a healthy, sound puppy. Please keep the receipt from the vet check in the puppy folder. If the puppy is not examined by a veterinarian of the buyer's choice within 72 hours of purchase, this contract is null and void. No other guarantee is given. Please note that simple worms, stress, separation from its mother or litter mates, loneliness, change in water/food or moving to a new home can cause the puppy to experience loose bowels or changes in its normal state of well-being and are excluded from our guarantee.

We do not guarantee against Parvo, Corona, Coccidiosis or Giardia after 72 hours of purchase. For the purposes of this agreement, once the puppy leaves the seller's premises, it is under the buyer's control and the seller is no longer responsible for any veterinary bills. If any treatment is rendered, it is at the expense of the buyer.

Emma Lou's Baby Bassets guarantees this puppy to be free of Genetic Defects that make the puppy not suitable for the purpose of a *family pet*--that reduces the quality of, or ends the life of the puppy--until it reaches one year of age. Buyer understands that the following slight genetic defects are not considered serious or life threatening and therefore are not covered: umbilical hernia, undescended testicle, underbite or overbite. Buyer understands that any and all guarantees expire one year from the date of birth and that if no problems are detected by that time, NO ACTION MAY BE TAKEN AGAINST THE SELLER.

The seller cannot be held responsible for: size, weight, coat texture, coat length, positioning of ears, bite, color of coat and temperament.

If your puppy is very sick or has a congenital defect found by your vet, you will return him/her to the kennel (at buyers expense) with the registration papers and you must obtain a written statement from your vet, on office stationery and signed by him/her for our records, stating health risk and to include a description of the symptoms supporting his/her opinion to validate this guarantee. Any vet bills incurred to diagnose or repair a problem will be the responsibility of the buyer unless arrangements have been made or approved prior to treatment. Failure to do this will result in this contract being null & void. If you qualify for a replacement, you can choose a new puppy of equal value when one is available. You will be responsible for the shipping of a new puppy. We will not be held responsible for further costs.

Original puppy must be returned within 24 hours along with all the paperwork. (You agree to fill out all necessary forms to return ownership of the puppy to the breeder.)

This written agreement is a binding contract entered into the State of Oklahoma and is the entire agreement between the buyer and seller concerning the health conditions or loss of this puppy.

Emma Lou's Baby Bassets is to be notified if for any reason the puppy/dog is no longer wanted or can no longer be cared for. We will happily take our puppy/dog back at the purchaser's expense, without compensation to the purchaser and find a new home for the puppy/dog. We DO NOT want any of our puppies/dogs abandoned or placed in a shelter.

The buyer agrees to maintain the puppy's health condition, by maintaining all vaccinations or this contract is VOID!
Puppy AKC Registration ID: _____

Date: / /

Buyer:

Print: _____

Sign: _____

Seller:

Print: _____

Sign: _____

AKC - Full Registration

This agreement, dated as of _____ is between Kenneth Waddell and Rachel Waddell of Emma Lou's Baby Bassets (Breeder), and _____ (Buyer). The subject of this Agreement is the below-described puppy / dog.

- REGISTRY: _____
- REGISTERED NAME: _____ **Of Emma Lou's Baby Bassets**
- SEX: _____
- DATE OF BIRTH: _____
- SIRE: _____
- SIRE REGISTERED #: _____
- DAM: _____
- DAM REGISTERED #: _____

The Breeder and Buyer agree as follows:

1. Deposit. A [non-] refundable deposit of \$_____ [shall be due and paid to Breeder upon execution of this Agreement] [has been paid to Breeder]. The Deposit shall be applied to the final Purchase Price (defined below). [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.]

2. Purchase Price. The full purchase price of \$_____ is agreed with the balance due in full (a) 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.

3. Full Registration. The puppy / dog is registered with **AKC** and is being sold with full registration, which allows show and breeding rights on the puppy / dog. [Breeder agrees to provide Buyer with all registration papers.]

4. [Registration by Buyer. Buyer shall register the puppy/dog. Buyer agrees to (a) use Breeder's kennel name **Emma Lou's Baby Bassets**, (b) include the litter theme in selecting the puppy/dog's registered name if breeder requests and (c) provide Breeder a photocopy of the puppy/dog's 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 if breeder requests.]

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 the Buyer. Ownership of the puppy / dog will be **transferred to Buyer [upon Buyer's payment of the full Purchase Price]**.

b. State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) 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 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 (x) any health issues caused by Buyer’s ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog’s transportation from Breeder to Buyer and (z) 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 **one - year warranty** from the puppy/dog’s date of birth against any debilitating congenital conditions. For purposes of this section, “debilitating congenital conditions”

(i) 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.

d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (ii) was “unfit for purchase” or (iii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may [(x) return the puppy/dog and receive a replacement puppy/dog from the next available litter of equal or better value (y) return the puppy/dog and receive reimbursement of the original Purchase Price or (z) 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)]. [Should the puppy/dog be returned or exchanged according to the terms of this section, Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, air freight charges, and transport fees.]

e. 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, 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: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) examination by a licensed veterinarian as needed.

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

i. Proper nutrition to support ideal growth and maintain favorable body condition.

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; 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.

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 (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. 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. 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. Breeding Rights.

a. Breeding Prospect.

Seller acknowledges that the puppy/dog is being sold as a breeding prospect and represents that, at the time of sale, the puppy/dog shows promise of being worthy of being bred as an adult at the time of sale. Buyer acknowledges that due to changes which can occur as a dog matures, and the necessity of health clearances being obtained prior to breeding. Seller is not providing a guarantee that the puppy/dog will be of breeding quality as an adult. If puppy/dog fails to pass any health clearances or is otherwise determined by Seller to be unsuitable for breeding, Buyer agrees (i) not to breed the puppy/dog and (ii) to promptly have a hysterectomy/vasectomy completed on the puppy/dog (at Buyer's expense) and provide proof of hysterectomy/vasectomy to Seller immediately upon completion.

b. Breeding Costs. Buyer is responsible for all costs related to breeding the puppy/dog, including, but not limited to, the costs of health clearances, stud fees, transportation, veterinary care, and whelping and raising the litter.

c. If the owner decides to spay or neuter, **desexing should not be done until the dog reaches the mature age for their breed as determined by a licensed veterinarian.**

8. Showing Rights. Buyer may show the puppy/dog himself/herself, or may utilize the services of a professional handler. Buyer shall be responsible for all expenses related to showing the puppy/dog.

9. Ongoing Communications. Both parties agree to promptly notify the other of any change of 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.

10. 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 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.

11. [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.]

12. 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.

13. 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. 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.

14. In the event of divorce and/or separation and neither owner is able to take the dog with them for any reason, that dog must come back to the breeder.

15. New owners must provide documentation of vet visits to breeder once the owner takes the dog from the breeder.

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

BREEDER: _____

Kenneth & Rachel Waddell
Emma Lou's Baby Bassets

BUYER: _____

Address:

22460 128th Avenue
Cameron, Oklahoma 74932

Email: emma.lous.baby.bassets@gmail.com

Email: _____

Ken: 918-235-4215 or Rachel 918-208-4965

Phone: _____