

This contract (the "Agreement") is entered into between Danielle Weakely of Above Par Kennels (hereinafter referred to as the "Seller," "We," or "Our") and \_\_\_\_\_ (hereinafter referred to as the "Buyer," "You" or "Your") on \_\_\_\_\_ (the "Effective Date").

#### **PAYMENT**

The Buyer agrees to pay the deposit and total billable amount stated on the first page of the Agreement by or before the stated dates. The non-refundable deposit must be paid to reserve the desired puppy. The remaining amount shall be paid to the Seller upon the puppy's delivery or pick-up. The Buyer is responsible for any additional fees, such as fees for transportation, required health certifications, and any other special requests.

#### **HEALTH GUARANTEE**

The Seller guarantees that, to the best of their knowledge, the puppy is in good health at the time of sale. A licensed veterinarian has examined the puppy and found it to be free from any known diseases or illnesses. The puppy has also undergone all the necessary vaccinations, deworming, and other required health preventative measures. The Seller agrees to provide a health record with vaccinations and deworming information to the Buyer. The BUYER agrees to have the puppy examined by a licensed veterinarian within 72 hours of receipt of puppy. By signing this contract, the buyer waives the health guarantee if it is not examined during this time period. (the contract is considered void of health guarantees until the puppy is examined). If the puppy is found to be in poor health during this time period, as evidenced by a signed, written report by a licensed veterinarian, the buyer has the option to return the puppy for a replacement puppy in an upcoming litter or when one becomes available. This guarantee does not include shipping charges (shipping is buyer's responsibility). We have the right to request a second opinion from a non-associated licensed veterinarian within reasonable distance from the buyers home.

### **SPAYING/NEUTERING**

The Buyer agrees to spay/neuter the puppy at 1 year of age. The Buyer shall be responsible for scheduling and covering all costs associated with the spaying/neutering procedure. However, if a licensed veterinarian finds that spaying/neutering is not advisable due to the puppy's health or for other valid reasons, the Buyer shall provide a written record from the veterinarian explaining this exception. The Buyer shall not use the puppy for breeding purposes unless the Seller provides written consent to lift this restriction, and this may include additional terms and conditions.

### **VETERINARY CARE**

The Buyer agrees to ensure that the puppy receives all the necessary vaccinations, including booster shots, as per the recommendations of a licensed veterinarian. The Buyer also agrees to follow the recommended deworming schedule provided by their veterinarian. The Buyer is responsible for all costs associated with vaccinations, deworming, and any other vet consultations or treatment.

### **PUPPY REGISTRATION**

The Seller shall provide the Buyer with the required registration papers for the puppy, if applicable. These registration papers will provide information about the puppy's pedigree and lineage, which may allow for individual registration with the relevant kennel club or breed registry.

### **MICROCHIPPING**

The Seller confirms that the puppy has been microchipped with a unique identification number. The Buyer acknowledges receipt of all the necessary microchipping information. This includes the microchip number, manufacturer, and contact information associated with the microchip registration. The Buyer is responsible for maintaining accurate and up-to-date contact information with the microchip registry to ensure that the puppy's identification is current.

## **RESPONSIBLE OWNERSHIP**

The Buyer commits to ensuring the puppy receives proper care. This includes but is not limited to a safe and clean living environment, fresh water, food that meets the puppy's nutritional requirements for its breed and age, and shelter from extreme weather conditions. The buyer also agrees to provide regular exercise, mental stimulation, adequate grooming, and routine vet checkups for the puppy.

## **RETURN POLICY**

If the Buyer can no longer care adequately for the puppy, the Buyer agrees to notify the Seller and the puppy should be returned to the Seller, the Buyer acknowledges that they will not be entitled to a refund, and any costs associated with returning the puppy to the Seller are the Buyer's responsibility. The Buyer should return the puppy with any provided documentation and records, including registration papers and health records. If the Seller is not in a position or unwilling to accept the puppy, the Buyer commits to making diligent attempts to locate an appropriate new home for the puppy. The Buyer also agrees not to transfer the puppy to a shelter, rescue organization, research facility, or pet store without the Seller's prior written approval.

## **TRANSFER OF OWNERSHIP**

Upon full payment of the purchase price, the Seller agrees to transfer ownership of the puppy to the Buyer. If the Buyer wishes to transfer the ownership of the puppy to a third party, the Buyer must first obtain the Seller's written consent. The third party must agree to abide by the terms of responsible ownership outlined in this contract.

## **BREEDING/SHOW RIGHTS (IF APPLICABLE)**

If granted breeding rights by the Seller, the Buyer agrees to engage in responsible and ethical breeding practices and to adhere to the standards set forth by the relevant registries. If the puppy is sold with the potential for show or competition purposes, the determination of whether the puppy meets the standards for these purposes is at the sole discretion of the Buyer and their chosen experts, if applicable.

## ENTIRE AGREEMENT

This contract constitutes the entire agreement between the Buyer and the Seller regarding the purchase and sale of the puppy and supersedes all prior discussions, understandings, representations, and agreements, both written and verbal.

## FORCE MAJEURE

Neither party shall be held accountable for unforeseeable circumstances or events beyond their control, including acts of nature, government actions, war, epidemics, or other events hindering the contract's performance. The affected party must promptly notify the other party and make reasonable efforts to mitigate the event's effects.

## SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, the invalidity, illegality, or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

*No modification, amendment, or alteration of this Agreement shall be binding unless it is made in writing and duly executed by both parties. By signing below, both parties acknowledge and agree to the terms and conditions stated in this Agreement.*

BUYER'S SIGNATURE:

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DATE:

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SELLER'S SIGNATURE:

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DATE:

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# DOG BREEDER

## *Photo and Video Release Form*

I, \_\_\_\_\_, hereby grant and authorize Above Par Kennels] to use photographs and video recordings taken of my puppy for promotional, marketing, and advertising purposes, which may include but are not limited to website content, social media posts, newsletters, flyers, brochures, promotional videos, and other digital or print communications.

I acknowledge that I will not receive any form of compensation or royalties for the use of these photographs and video recordings in promotional materials.

I understand that while these photographs and video recordings may be used for promotional purposes, my personal information (such as my full name, contact information, and address) will not be disclosed or shared without my additional consent.

I acknowledge that granting this consent is entirely voluntary, and I have not been coerced or pressured into providing permission for the use of my puppy's photographs and video recordings.

*By signing below, I acknowledge that I have fully read and understood the above photo and video release agreement.*

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Buyer's Name

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Buyer's Signature

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Date