



Puppy/Dog Purchase Agreement & Guarantee

This agreement (“**Agreement**”), dated as of _____ (the “**Effective Date**”), is between Red Barn Moyen Poodles (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

Puppy Information	Litter Information
<ul style="list-style-type: none"> • <u>Puppy litter theme ID:</u> • <u>AKC Number:</u> • <u>Color:</u> • <u>Gender:</u> • <u>Microchip #:</u> • <u>Given name:</u> • <u>Registered name:</u> 	<ul style="list-style-type: none"> • <u>Litter theme:</u> • <u>AKC Litter ID:</u> • <u>Birthdate:</u> • <u>Sire:</u> • <u>Sire AKC#</u> • <u>Dam:</u> • <u>Dam AKC#</u>

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$500 (“**Deposit**”) 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. In cases where a \$200 Reservation Fee was paid prior to an additional \$300 Deposit, the full sum of \$500 from both payments will be applied to Purchase Price.
2. **Purchase Price.** The full purchase price of \$2500 (“**Purchase Price**”) is agreed with the remaining balance due in full (a) at least 24 hours before the puppy/dog is picked up if paying via Zelle or (b) with cash 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 Zelle (at least 24 hours prior to pick-up) or cash upon pick-up. If Buyer has hired a transporter or nanny that refuses to courier puppy documents, Breeder will mail or scan and email the registration paperwork once the remaining balance has been paid in full.
3. **Limited Registration.** The puppy/dog is a purebred Poodle registered with the American Kennel Club (AKC) and is being sold with limited/pet AKC registration. Breeder will have registered the puppy prior to sale and agrees to provide Buyer with all AKC registration papers. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, Rally, etc.). The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for registration. Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent and will never remove the kennel prefix/suffix from the puppy/dog’s registration name.
4. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring *intentionally*, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$10,000 per litter of offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void. Buyer will have the opportunity in the case of a mismatch *accidental* breeding to seek veterinary assistance to use a mismatch injection or a spay/abort procedure to terminate a pregnancy without redress from Breeder. If Buyer chooses not to terminate pregnancy then puppy/dog will be returned to Breeder no later than day 50 of pregnancy for the Breeder to whelp and raise any offspring. Any offspring produced will be considered property of the Breeder. The puppy/dog will be spayed and returned to Buyer when any offspring are 4 weeks old. Transportation will be at Buyers expense.

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 Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price.
 - b. **State of Health:**
 - i. **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 5 days of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this Short-Term Health Warranty 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 less transportation costs to return the puppy to the Breeder. 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. Breeder will have the puppy examined within 24 hours of receipt by Breeder's veterinarian to verify the Buyer's veterinarian's diagnosis. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse or neglect, (y) any health issues or exposures 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. We strongly urge the following precautions:

 - Visits to the veterinarian: Never put your puppy on the floor or the ground outside of the clinic. Instead, carry your puppy or use a pet carrier. Ask the vet staff to disinfect the exam table before setting the puppy on the table. Many sick animals go to the vet every day and it is essential to do everything possible to protect your puppy.
 - Dog parks, pet shops, puppy preschool, doggie daycare, communal fenced areas where dogs of unknown health may visit should be off limits until your puppy has completed his/her series of puppy vaccinations.
 - ii. **Long-Term Health Warranty.**

Breeder provides a 60 month warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) include hip dysplasia, epilepsy, progressive retinal atrophy, congenital methemoglobinemia, degenerative myelopathy, Ehlers-Danlos Syndrome, GM2 Gangliosidosis, Juvenile Cataracts, Osteochondrodysplasia, Von Willebrand Disease I, and (ii) expressly do not include those Addison's disease, thyroid issues, hypoglycemia, bloat, dental problems, skin problems, cryptorchidism or allergies. 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 require the Buyer take the puppy/dog to a licensed veterinarian of Breeder's choice for a secondary examination at Buyer's expense. In case of death, a necropsy is required, all medical records must be sent or faxed to Breeder's veterinarian, and express permission must be given for Breeder and Breeder's veterinarian to talk to Buyer's veterinarian within 24 hours.
 - d. **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may (a) keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness with documentation sent directly from the veterinarian's practice (provided that such reimbursements will not exceed 1/2 the Purchase Price amount), or (b) should the Buyer choose to return or exchange the puppy/dog 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. **Insurance.** 30 days of free Trupanion insurance is available for puppies from Red Barn Moyen Poodles with immediate coverage and no upfront cost. Breeder will provide the activation code for the insurance policy to Buyer. The insurance must be activated by Buyer the day before pick-up (no more than 24 hours in advance). This insurance is active immediately and can cover transportation accidents. It can also be activated within 24 hours after pick-up, but the coverage will not apply to the transport period. Although it may seem far-fetched to need insurance, puppies are very curious and accident-prone. Breeder does not require the insurance to be maintained past the free 30 day period.
 - f. **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 safeguard puppy from accessing common toxins including, but not limited to: human prescription medication, chocolate, xylitol (common sweetener), macadamia nuts, grapes, raisins, onions, garlic, alcohol, caffeinated drinks, raw yeast dough, raw or undercooked meats, recreational drugs, avocado, cherries, cinnamon, mushrooms, plums, rhubarb, paint, glue, anti-freeze, cleaning products, rodenticides, insecticides, toxic plants (a complete list can be found at <https://www.aspc.org/pet-care/animal-poison-control/toxic-and-non-toxic-plants>).
- 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) annual examination by a licensed veterinarian.
- c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care: Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight; 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 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 shall be used for purposes of vivisection or research. Buyer also agrees the puppy/dog shall not 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) and does not have an immediate family member to care for the puppy/dog, at Breeder's sole election, the puppy/dog 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. 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 no earlier than 1 year. Spaying/neutering before the puppy is 1 year old will void any health guarantees or warranty, unless done via an ovary-sparing spay. The timing of spaying/neutering shall be at the discretion of Buyer with the understanding (i) any alterations prior to 1 year of age will void any health guarantees or warranty, and (ii) pregnancies resulting from failure to properly supervise, care for, or alter puppy/dog are still subject to Section 4 'Unauthorized Breeding' above.
- h. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in (i) Breeder's warranties set forth in this Agreement being null and void, and (ii) potential litigation as previously outlined.

7. **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.
8. **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.
9. **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.
10. **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 Illinois without regard to the conflicts of laws provisions thereof and any legal action must be brought in the County of Franklin, State of Illinois.
11. **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 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:

DO NOT SIGN
READ-ONLY COPY

 Name: Heather Sanders
 Address: 9430 N Court St
 Benton, IL 62812
 Email: redbarnmoyenpoodles@gmail.com
 Phone: (618) 513-7860

Name:
 Address:
 Email:
 Phone: