

## Puppy/Dog Purchase Agreement & Guarantee

This agreement ("**Agreement**"), dated as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), is between **Carolina Great Danes & Toy Poodles, LLC** ("**Breeder**"), and \_\_\_\_\_ ("**Buyer**"). The subject of this Agreement is the below-described puppy/dog ("**puppy/dog**").

- **BREED:** \_\_\_\_\_
- **COLOR:** \_\_\_\_\_
- **GENDER:** \_\_\_\_\_
- **DATE OF BIRTH:** \_\_\_\_\_
- **KENNEL CLUB:** \_\_\_\_\_
- **REGISTRATION TYPE:** \_\_\_\_\_
- **MICROCHIP #:** \_\_\_\_\_

The Breeder and Buyer agree as follows:

1. **Purchase Price.** The full purchase price of \$\_\_\_\_\_ ("**Purchase Price**") is agreed upon and must be paid in full (a) at least one (1) week before said puppy/dog is to be shipped, or (b) upon Buyer's pickup of the puppy/dog. All shipping / delivery charges (if applicable) will be billed separately and are the responsibility of and shall be paid by the Buyer one (1) week before the scheduled shipping date. All payments due shall be made in US Dollars and paid to the Breeder via the Breeder's preferred method(s) of payment. A 4 % convenience fee will be added to all electronic payments unless a free service is used.
2. **Limited Registration.** Puppies sold with "Limited Registration" are not to be bred or used in any breeding program at any time for any reason.
3. **Unauthorized Breeding.** The puppy/dog sold as "Pet Only" or with "Limited Registration" 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, (a) Buyer must pay Breeder \$1,000.00 per litter of offspring and (b) all of Breeder's warranties set forth in this Agreement will become null and void.
4. **Full Registration.** Female puppies sold with Full Registration (Breeding Rights) are not to be bred until the 2<sup>nd</sup> heat cycle or 2 years old, whichever comes first. Male puppies sold with Full Registration (Breeding Rights) are not to be bred until 12 months of age. Breeder makes no guarantees as to the fertility or abilities of any dog sold with Full Registration (Breeding Rights).
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 plus any shipping fees if applicable.
  - b. **Vaccinations.** The puppy/dog has received age-appropriate vaccinations and dewormer. The dates of these treatments have been recorded in the puppy/dog health record.
  - c. **Health Warranty.** Breeder provides a 6-month warranty from the puppy/dog's date of birth against debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" include Degenerative Myelopathy, Wobblers, Severe Hip & Elbow Dysplasia only. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition within the first six (6) months of life, Buyer must immediately notify Breeder and supply any requested veterinary records to Breeder such as X-Ray, Cat Scan, MRI, ECG, Necropsy, Echo Cardiogram etc. within 7 business days of diagnosis. Breeder reserves the right to have the diagnosis verified by a

veterinarian of their choice. The buyer is responsible for all medical expenses that may occur for the treatment or diagnosis of said puppy/dog. This health warranty is limited to a replacement puppy of a similar color & gender when available. No refunds will be given at any time for any reason. The buyer is responsible for transportation costs to and from the breeder for a replacement puppy. Should the buyer choose to keep the puppy/dog no replacement will be given. The forgoing guarantee expressly excludes any health issues caused by the Buyers ill-treatment, abuse or neglect, any health issues that result from the puppy/dogs transportation from Breeder to Buyer and all minor illnesses and health issues, including but not limited to upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites, contagious viruses (including canine parvo virus), UTIs, vaginitis, umbilical hernias, inguinal hernias, cancer, torsion of the stomach (Bloat), haw eyes, ectropion, hypertrophic osteodystrophy (HOD), panosteitis (PANO), carpal hyperextension, knuckling, flat feet, OCD, arthritis, hypothyroidism, diabetes, uneven bites, cherry eyes, undescended testicles, demodex mange, soft/innocent heart murmurs grade I or II, ear mites, coccidia, giardia, hypoglycemia, luxating patellas, glaucoma, tracheal collapse, dental problems, cataracts etc.

- d. **Height, Weight, Color & Temperament.** Breeder makes no guarantees as to the puppy/dog's adult height, weight, color or temperament. It is the responsibility of the Buyer to train the puppy/dog to be a good canine citizen and a loved and obedient household member. obedience training is highly recommended.
- 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, routine grooming 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, vet approved heartworm preventative, routine treatment for internal and external parasites, flea and tick control as needed etc.
- b. **Nutrition.** Buyer agrees **not** to feed any food that is labeled Grain Free. Grain free diets have been linked to increased heart disease in dogs.
- c. **Care to Prevent Orthopedic Conditions.** Buyer will also provide the following care:
  - i. Proper nutrition to support ideal growth and maintain optimum body condition. The 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; 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. **Restrictions on Transfer.** If at any time Buyer is unable to keep or care for the puppy/dog (including upon Buyers death or incapacity), at Breeders sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyers ownership

interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeders prior written approval, in each case without any refunds or payments due to Buyer.

- e. **Breach by Buyer.** Buyer's breach of any of the forgoing obligations shall result in Breeders warranties set forth in this agreement being null and void.

7. **Recommendations.** Breeder recommends the following:

- a. **Pet Insurance.** Breeder highly recommends that the Buyer purchase pet insurance to cover potential unexpected health issues or accidents. Pet insurance can provide peace of mind and assist with the cost of veterinary care.
- b. **NuVet Plus.** Breeder strongly recommends that the Buyer continue to provide NuVet Plus supplements, which promote overall health and help maintain a strong immune system. Visit [www.nuvet.com/89877](http://www.nuvet.com/89877) to order.
- c. **NuJoint.** As the puppy grows, the Breeder recommends adding NuJoint Plus or NuJoint DS to his/her daily routine to support the development and maintenance of healthy joints. Visit [www.nuvet.com/89877](http://www.nuvet.com/89877) to order.

8. **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 confidentially by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

9. **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 NC without regard to the conflicts of laws provisions thereof.

10. **Miscellaneous.** 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:**

**Carolina Great Danes & Toy Poodles, LLC**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_