

Dog/Puppy Limited Rights Purchase agreement

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

- REGISTRY: _____
- REGISTERED NAME: _____
- REGISTERED NUMBER: _____
- SEX: COLOR: _____
- DATE OF BIRTH: _____
- MICROCHIP #: _____
- SIRE: _____
- SIRE REGISTERED #: _____
- DAM: _____
- DAM REGISTERED #: _____

The Breeder and Buyer agree as follows:

1. **Deposit** . A [non-]refundable deposit of \$ _____ (“Deposit”) [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 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.
2. **Purchase Price**. The full purchase price of \$ _____ (“Purchase Price”) is agreed with the balance due in full (a) at least when the puppy is picked up. If the puppy is being transported the balance is due 1 week before the puppy leaves. Any shipping 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 Payments through venmo or cash at pickup.
3. **Limited Registration**. The puppy/dog is a [purebred] _____ [[registrable]/[registered] with _____ and is being sold with

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limited _____ registration. [Breeder agrees to provide Buyer with all _____ 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, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for registration.

4. [Registration by Buyer . Buyer shall register the puppy/dog with _____. **Buyer agrees to use Breeder's kennel (B&N) name when registering the puppy/dog,** 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.]

Initials _____

5. Unauthorized Breeding. The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. The puppy/dog shall be spayed/neutered no later than 24 months of age. If at any time the puppy/dog has produced any offspring, [(a)] Buyer must return the puppy/dog to Breeder immediately [and pay Breeder \$2,000 per litter of offspring] and (b) all of Breeder's warranties set forth in this Agreement will become null and void. **Initials** _____

6. 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. 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 buyer is to contact the breeder right away. 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, coccidia, giardia, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias. **Initials** _____

7. Long-Term Health Warranty. Breeder provides a 1-year warranty from the puppy/dog's date of birth against any fatal genetic diseases. 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. If the puppy is found to have a fatal genetic defect within the warranty period buyer will be offered a puppy of equal value from the next available litter. The breeder does not guarantee the puppy will never develop health issues,

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8. 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.

9. 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. 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.

10. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including 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. Under no circumstances shall the puppy/dog be surrendered to a shelter.

11. 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/ASCA 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.

12. 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.]

13. 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

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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, Nina Cooper and Buyer below have executed this Agreement effective as of _____.

BREEDER:

BUYER:

Breeder Signature

Buyer Signature

Name: _____

Name: _____

Address: _____

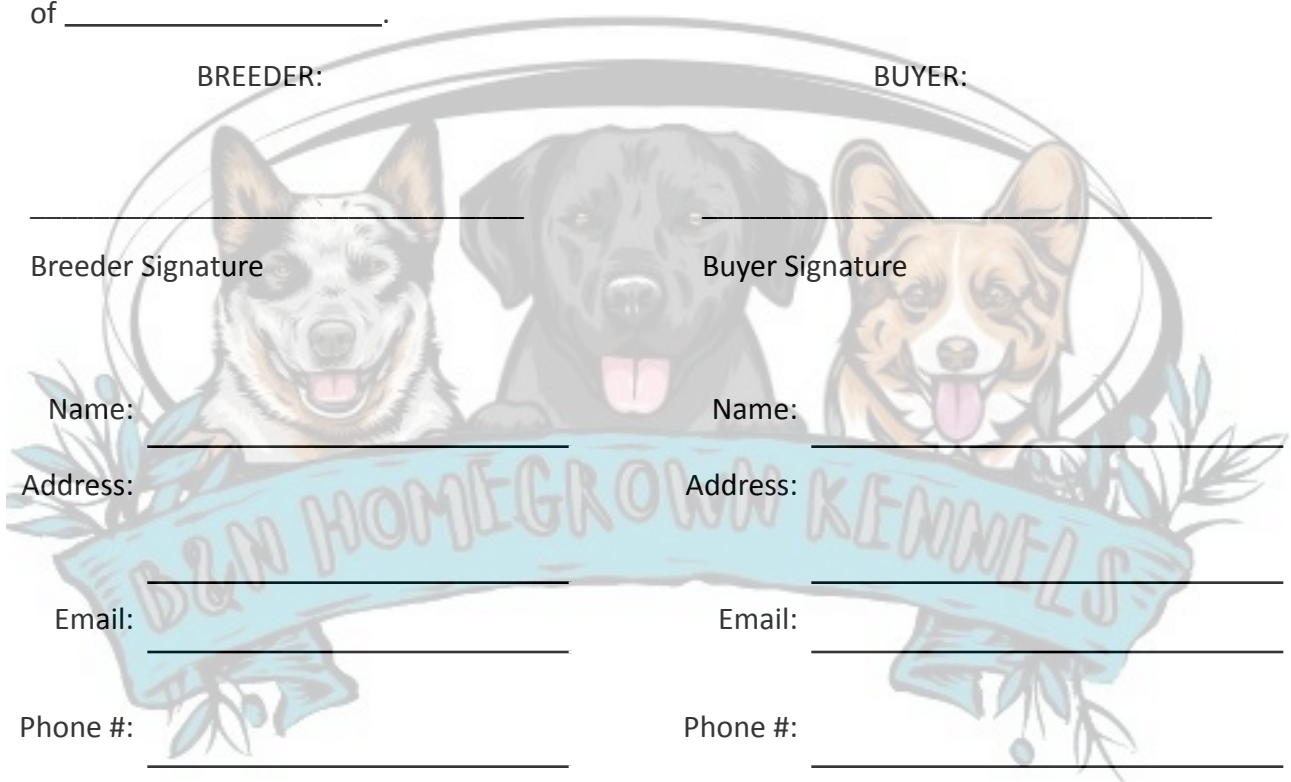
Address: _____

Email: _____

Email: _____

Phone #: _____

Phone #: _____



Parvo Addendum

Parvo is a life threatening virus that is very easily picked up from people and places. NMN Kennels takes extra precautions by vaccination and cleaning with Parvo killing disinfectants. If NMN Kennels sends a puppy to a new home we have no reason to believe the puppy is infected with Parvo. Regardless of the precautions taken by the breeder and the owner, Parvo can still become a reality.

The Owner should NOT do any of the following until fully vaccinated:

- Introduce puppies and/or dogs not part of your family
- Go to dog parks
- Walk the puppy in public places
- Take your puppy on play dates
- Set the puppy down on the floor at the Veterinarian office
- Take your puppy to the pet store
- Bring an additional puppy into the home

The following precautions should be taken by the Owner:

- Clean shoes with bleach or peroxide disinfectants to prevent tracking parvo into your home
- Take your puppy outside to potty in areas dogs outside of your home do not frequent
- Ensure you have acquired a vet visit for your new puppy within 72 hours (per contract requirements)

Please see the main contract for the State of Health warranty.

I _____ agrees that I will follow the Parvo guidelines.

Signature of Buyer

Date

PUPPY DEPOSIT RECEIPT

PUPPY INFORMATION:

PUPPY: _____

GENDER: _____

BREED: _____

DATE OF BIRTH: _____

REGISTRATION: _____

TOTAL SELLING PRICE: _____

BUYERS INFORMATION:

DATE: _____

NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

BUYER SIGNATURE: _____

DEPOSIT VALUE:

THIS RECEIPT IS FOR A DEPOSIT IN THE AMOUNT OF _____ IN THE FORM OF

CHECK

CASH

VENMO

GOODDOG

OTHER: _____

THE DOG (PUPPY) WILL BE HELD FOR THE BUYER UNTIL THE FOLLOWING DATE: _____ UNLESS OTHERWISE DISCUSSED, FAILURE TO PICK UP BY AGREED DATE WILL BE AUTOMATIC FORFEIT OF YOUR **NON-REFUNDABLE** DEPOSIT!

SELLERS INFORMATION

NAME:

ADDRESS:

PHONE #:

SELLER SIGNATURE _____

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