

The Farms Precious Doodles
9051 E. Farm Dr. Morgantown, IN 46160

PUPPY SALE CONTRACT

This sales contract (“Contract”) is entered into on _____, (the “Execution Date”) by and between The Farms Precious Doodles (“Breeder”), and _____ (“Purchaser”), collectively referred to as the “Parties.”

WHEREAS, Breeder is the owner of certain _____ puppies being held for sale.

WHEREAS, Purchaser wishes to acquire one of the puppies being held for sale by Breeder.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree to as follows:

1. **Purchase Price:** Purchaser to pay a non-refundable deposit in the amount of \$ _____ on or before the Execution Date of this Contract. Purchaser to pay the remaining purchase price of \$ _____ on or before the pick-up date of the puppy.

- a. **Master Waiting List:** Once a deposit has been paid, Purchaser will be placed on a master waitlist held by the Breeder, in sequential order. Once a litter of puppies has been whelped, Breeder will go down the list in sequential order and ask if they would like to select a puppy from this litter, or stay on the list for following litters. Those on the waitlist will have two (2) years from the date they are put on the list to select a puppy. Failure to select a puppy within the two year period will result in not only the forfeiture of the deposit, but Purchaser will be removed from the list.

2. **Guarantees:** Breeder makes the following guarantees:

- a. Breeder guarantees that this puppy is the breed specified at sale.
- b. Breeder Guarantees that this puppy is free of any liens or encumbrances resulting from terms of the stud contract, veterinary fees, leases or co-ownerships.
- c. Breeder guarantees that all shots are current and deworming has been completed as noted on puppy’s health record.
- d. Breeder guarantees that this puppy is free of the following genetic defects such as blindness or deafness. In event that a licensed veterinarian finds a genetic defect listed above within five (5) days of the pick-up date of the puppy, and upon written proof thereof from the licensed veterinarian, Buyer shall have the choice of one of the two following remedies:
 - i. Upon return of the dog within five (10) days of the pick-up date of the puppy, Breeder agrees to refund Purchaser the Purchase price. Breeder will not refund any costs associated with the vet visit or the transportation back to the Breeder. **OR**

- ii. Depending on the availability, to exchange for another puppy from the same litter.
- e. Breeder guarantees this puppy to live at least one year. If the puppy dies before one year of age the body must be autopsied by a licensed veterinarian and the results certified by Breeder's designated veterinarian. If the cause of the death was due to a genetic birth defect of the puppy. Breeder will replace the puppy, if available. In the event that no puppies are available at the time, Purchaser may be placed on the master waiting list **OR** may receive a refund of up to \$_____.
- f. Breeder also guarantees for five (5) days from the date of delivery against Parvovirus, Distemper, and Hepatitis. If the puppy is diagnosed with Parvovirus, an IGG and IGM Blood Antibody Titer test must be performed by a licensed veterinarian at Purchaser's expense and the results furnished to Breeder within two (2) weeks of the date of delivery.
- g. Breeder guarantees this puppy for one (1) year to be free of eye retina displacement, thyroid, heart disease, and patellae requiring surgery.
- h. Breeder further guarantees this puppy for one (1) year against severe genetic hip dysplasia and to be free of life threatening congenital defects.
- i. Should the puppy be diagnosed with one of the conditions noted above, Breeder reserves the right to have the condition confirmed by Breeder's designated veterinarian, before any claim is made under these guarantees.

3. **DISCLAIMERS:**

- a. Breeder does NOT guarantee as to the size, color, or ability to show the puppy.
- b. Breeder does NOT guarantee a diagnosis of Coccidiosis, Giardia, parasites, or any other bacterial infection that does not render the puppy unhealthy.
- c. Breeder does NOT guarantee hip and joint problems caused by overfeeding, failure to maintain proper weight, low quality food, over exercising, or any other condition which was caused by forces outside the control of Breeder.

4. **Requirements of the Purchaser:**

- b. **Veterinary Costs:** Purchaser is responsible for all costs associated with the puppy from the date of the pick-up. This includes, but is not limited to, vaccination costs, spay or neuter costs, or any other active treatment or preventative costs to ensure the health of your puppy.
- c. **Spay or Neuter:** Purchaser must provide written proof from a licensed veterinarian of the spay or neuter of the puppy by the time the puppy reaches one (1) year of age. **PURCHASER IS NOT PERMITTED TO BREED THIS PUPPY WITHOUT THE EXPRESS PERMISSION OF THE BREEDER. BREEDING THIS PUPPY WITHOUT SUCH PERMISSION WILL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND BREEDER WILL BE ENTITLED ALL OF THE PROCEEDS OF THE LITTER, OR THE PUPPIES THEMSELVES.**
- d. **Rehoming:** If, at any time throughout the puppy's life, Purchaser can no longer care for it and wish to rehome it, Purchaser **MUST** return the dog to Breeder,

unless Breeder agrees, IN WRITING, to the new adoption. Returning or rehoming the puppy will not entitle Purchaser to any refund, in part or in whole.

Please be aware that Breeder is notified from many registrations when a dog exchanges hands. ANY UNAUTHORIZED SALE OR ADOPTION OF THIS PUPPY WILL RESULT IN A MATERIAL BREACH OF THIS CONTRACT AND THE BREEDER WILL BE ENTITLED TO DAMAGES IN THE AMOUNT OF \$_____.

5. **Forum Selection:** Any dispute arising from or related to this Contract shall be litigated in Morgan County Superior Court in Indiana, or the United States District Court for the Southern District of Indiana.

6. **Merger:** This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

7. **Attorneys' Fees:** In the event of litigation relating to the subject matter of this Contract, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and costs resulting therefrom.

8. **Blue Pencil:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, that construction shall not affect the remainder of this agreement, which is to be given full force and effect without regard to the invalid or unenforceable provision.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date of _____.

Breeder (Print)
Authorized Representative

Purchaser (Print)

Breeder (Signature)
Authorized Representative

Purchaser (Signature)

9051 E. Farm Dr.
Morgantown IN 46160
Breeder's Address

Purchaser's Address