

CHAR-NEL KENNELS

PURCHASE AGREEMENT for PET/COMPANION PUPPY

Charles and /or Nell Johnston, hereinafter called "Breeder(s)/Sellers" offer for sale a Standard Poodle hereinafter called "*Puppy*", "*Dog*" or "*Animal*", from the Litter described below:

Sire:

Dam:

Whelp Date:

AKC Litter #

Color:

Sex of Puppy:

Puppy ID #

-----hereinafter called the "Purchaser", residing at:
----- phone #-----, wishes to purchase the

dog described above under the following warranties and conditions; no other warranties or conditions are either expressed or implied. No part of this contract is transferable. The purchaser is responsible for all transportation costs for the *puppy*.

1. The breeders guarantee this *animal* to be healthy and free of communicable diseases or congenital defects to the best of their knowledge at the time of delivery and will furnish the Purchaser with information regarding the health record of the *dog*, including a health/vaccination record as of the date of purchase. Purchaser shall have the *puppy* examined by a licensed veterinarian within 48 hours of delivery/acquisition. If the veterinarian finds the *puppy* to be suffering from any serious hereditary or communicable disease which could result in the demise or prevention of future development of the *dog*, the Purchaser may return the dog at his/her expense to the Breeders within 48 hours of the examination. If the *dog* is returned under this 48 hour provision, all documentation, including a letter from the examining veterinarian, properly completed and endorsed original AKC puppy registration paper plus all other items provided to the Purchaser in connection with the purchase of the *dog*, must be returned before the full purchase price can be refunded.
2. It is understood that this *dog* is not to be used for breeding and therefore Limited registration is provided. By the age of 1 year, this *dog* shall be neutered/spayed at the expense of the Purchaser. The terms of this agreement are void if the *dog* is used for breeding before it is neutered/spayed.
3. The *dog* is guaranteed to be free of any hereditary or congenital abnormalities that would prevent it from being a good pet and companion. If such a defect should occur and be diagnosed by a qualified veterinary specialist, confirmed by our veterinarian, the seller agrees to replace the *dog* with a puppy of similar quality when available, upon return of the original *dog* with its AKC papers completed and endorsed. Sellers will not be responsible for any veterinary expenses incurred by the Purchaser.
4. The guarantee against hereditary or congenital defects in your *dog*, as described above, is valid for 2 years from the date of purchase. The Breeders have no liability for traumatic injuries to the puppy occurring after possession by new owners.

The Purchaser of the *dog* described herein further agrees to the following conditions:

1. Feed the *dog* according to directions provided by the Sellers or a licensed veterinarian. Provide fresh water in sufficient quantities on a daily basis.
2. Provide for the welfare of the *dog* by yearly health checks, a parasite prevention program, yearly vaccinations as recommended by his/ her veterinarian and a monthly heartworm preventative
3. Abuse or neglect of the *dog* by any adult or child will not be allowed.
4. The *dog* will not be allowed to roam free or be chained out at any time. A safe enclosure with sufficient room for exercise will be provided. The *Poodle* will be primarily a “house-dog”.
5. The *dog* will have proper socializing, training and regular exercise.
6. The *dog*’s coat must be maintained by the owner and regularly groomed due to thick and curly characteristics. Special attention must be paid to the ears, eyes and anal glands.
7. The registered name of this *puppy* may not include our kennel name without written permission of the Breeders
8. In the event that the terms of this agreement are not complied with, the Seller is entitled to \$10,000. 00 in damages and the return of the *dog* plus any legal fees and costs associated with the enforcement of this agreement.
8. The state and county of the Sellers residence shall be the jurisdiction for any legal matters pertaining to this agreement by either the Purchaser or the Breeders.

Purchaser

Breeder(s)/Sellers

Date:

Date: