

Big Cedar Pointers Puppy Purchase Agreement

Raising a puppy is not the same thing as owning an adult dog.

Puppies make mistakes. They may damage or destroy valuables around the home. Even healthy puppies get sick. Puppies have their own unique personalities that develop over time, which may not turn out exactly as you wanted or expected.

Raising a puppy requires a continued commitment of time, energy, patience, and money.

Please be sure you're ready and able to take on puppy before signing this document and sending the holding fee.

Terms

This agreement is made effective as of xx-xx-xx between Big Cedar Pointers, and xxxxxxxx.

In consideration of the mutual covenants herein contained, the parties, referred to hereinafter as Breeder and Buyer, hereby agree as follows:

Payment for Pup

1) Our pups are sold as family pets. While we breed for specific traits and characteristics, **we make no guarantees of performance, ability, or conformation.**

2) A non-refundable holding fee of \$300 reserves a pick of the litter.

Picks are assigned in the order they are received.

Breeder retains right of first pick on all litters.

No picks will be made before week 7.

Payment can be sent via PayPal or Personal Check.

Reservation is not placed until funds clear.

3) The balance of \$1000.00 is due at the time the puppy is picked up.

Payment must be cash only.

4) You will be notified of the 2-day window puppies are released for pick up (the day they turn 8 weeks of age). We will hold up to another 48hrs free of charge, after which daily boarding rates will apply.

5) Failure to pick up a puppy within four days of release date, without a boarding agreement, will result in forfeiture of holding fee and loss of reservation/puppy.

6) In the event that a reserved puppy does not survive, or if a serious and/or unacceptable defect is discovered after a holding fee has been paid but prior to release of the puppy to the buyer, the Buyer will have the option of applying the holding fee to another puppy in the next available litter.

In the event that a serious congenital defect or abnormality is discovered after the holding fee is paid *and the buyer wishes to keep the puppy*, the puppy may be sold at a reduced price at the Breeder's discretion. No further health guarantees will be provided.

7) It is understood that there are no refunds of any kind, for any reason.

Limited Registration

8) Pup is sold under *limited* American Kennel Club (AKC) Registration. This means the dog can be registered, but no litters produced by the dog will be recognized by the AKC or available for registration. **The dog is not to be bred.**

Return of Dog

9) If the Buyer can no longer care for the dog, or no longer wants the dog, the Buyer will return this dog, at the Buyer's expense, to the Breeder, with no monetary compensation given. **The dog will not be sold or given away to anyone but the Breeder where the dog was acquired.** The Buyer will not place the dog for sale on any website or publication, ie. Gun Dog Breeders, Craigslist, Puppyfinder, Facebook, etc.

The dog will *absolutely not* be surrendered to any animal shelter or rescue organization.

In the event that the buyer wants to give the dog up to a family member or personal friend, **the Seller, has first right of refusal and decides if said home is a good fit for the dog.** In the event the dog is allowed by the Breeder to transfer to the new home, original Buyer will return AKC papers back to the Seller, along with proof of spay or neuter of the dog as outlined in this contract.

Spay and Neuter

10) Buyer agrees to Spay or Neuter the pup, **no earlier than 16 months of age** and no later than 32 months of age. Buyer agrees to prevent breeding while dog is intact. Breeder will not pay for spay or neuter procedure, or any veterinary examination/diagnosis/treatment costs, or continued veterinary/medical care. **Spay or neutering the pup, earlier than 16 months of age, voids the health guarantee of this contract.**

Health Guarantee

Just like a perfectly healthy human can get the flu, or the measles (even when vaccinated), the same applies to dogs. **It's impossible to truly guarantee the future health of a dog.** (If you could, no dogs would ever get sick.) As a breeder our job is to select the healthiest genetic lines and keep our pups healthy, strong and safe as long as they're with us.

As a dog owner, your job is to take over where we leave off.

11) **In order to confirm we've done our job, Buyer agrees to have a vet examine the pup within 72 hours of picking up the puppy.**

12) Breeder will disclose any known illnesses or health issues prior to the sale.

13) Breeder does not guarantee against minor health issues or illnesses, such as; colds, allergies, parasites, or umbilical hernias.

14) **Sick Puppy:** If a veterinarian states in writing a pup has a major congenital defect **that significantly reduces the dog's quality of life** or life-threatening disease/illness **within 3 days of picking up the puppy**, Buyer may return puppy to Breeder, at Buyer's expense, to be replaced with a puppy of equal or superior quality, from the next available litter. In case of immediate availability, replacement puppy will be given only after returned puppy is seen by Breeder's vet to confirm condition.

If the Buyer elects to keep the puppy, Buyer agrees that the Breeder will not provide any additional refunds, reimbursements or payments for future veterinary examination/diagnosis/treatment costs.

If Breeder cannot verify ailment and Buyer refuses to take puppy back, Breeder will replace puppy at its own discretion. If Breeder replaces a puppy for an unverifiable ailment, Breeder is under no obligations to offer any additional replacement puppies or further guarantee.

16) **Congenital Defect (3 years):**

While we only sell **healthy pups with strong genetic lines**, it is impossible to foresee the future, especially when taking into consideration diet and environment. Even when breeding two OFA certified excellent hip dogs, Mother Nature says it's still possible to have an offspring that suffers from Hip Dysplasia.

Nothing in this contract shall be construed as a guarantee that your puppy will pass OFA evaluation for Hip Dysplasia, or be free from congenital disease.

That said, we believe in our breeding program.

If Hip Dysplasia, Lupoid Dermatitis, Progressive Retinal Atrophy, or Von Willibrand Disease appears anytime within 36 months of life, and the Buyer returns the puppy to Breeder, at Buyer's expense, Breeder will replace the dog with a new pup from the next available litter. **This guarantee does not cover hip, elbow, or knee diseases that are acquired due to injury, neglect, or are performance related (sport/athletic/hunting, or other), or diseases that result from causes other than congenital.**

If Buyer elects to keep the dog despite defect, Buyer agrees that breeder will not provide any additional refunds, reimbursements or payments for future veterinary examination/diagnosis/treatment costs or continued veterinary/medical care.

Returning a dog or requesting a refund due to congenital defect, must be accompanied by documented evaluation by OFA (Orthopedic Foundation for Animals) confirming Hip Dysplasia and a letter from your vet summarizing the dog's condition and when the puppy was initially affected by the disease. Your veterinarian must also provide a copy of the puppy's complete medical records. Breeder will not provide reimbursement for costs associated with examination, diagnosis, OFA evaluation, or treatment of any disease.

Requests for replacement that provide incomplete documentation will not be honored.

Claims that the breeder is unable to verify as legitimate, may be rejected at Breeder's discretion.

17) Ailments, illnesses, or conditions that do not represent a significant reduction in the dog's quality of life, are not grounds for replacement.

18) No refund or reimbursement for any reason, at any time, will exceed the original price of the pup.

19) Breeder does not pay, reimburse, or refund veterinary examination/diagnostic/treatment costs.

Returned Puppy

20) Returned puppies must be accompanied by all AKC and microchip registration materials.

Should your puppy be returned to Big Cedar Pointers per the terms of this sales contract, Breeder will issue a replacement puppy from the next available litter. Breeder may require a second medical opinion, at Breeder's expense, to verify the pet's diagnosis/reason for return. Claims that breeder is unable to verify as legitimate, may be rejected at Breeder's discretion.

If Breeder cannot verify ailment and Buyer refuses to take puppy back, Breeder will replace puppy at its own discretion. If Breeder replaces a puppy for an unverifiable ailment, Breeder is under no obligations to offer any additional replacement puppies or further guarantee.

Death of a Puppy

21) In the event of death of a puppy due to a congenital defect or infectious disease during the first 3 days, or immediately after the vet examination within the first 72 hours, the puppy must be necropsied by a licensed practicing veterinarian, at Buyer's expense, and a written summary of those results provided to Breeder confirming the diagnosis of cause of death, along with all other medical records of the puppy in order for Buyer to receive a replacement puppy.

Buyer Responsibilities

22) The dog shall reside with the buyer.

23) Buyer agrees not to have any affiliation with and/or enter into any business with pet brokers, laboratories, or wholesalers with this puppy or any other in his or her possession. Proof of this action will result in immediate repossession of the animal by the Breeder.

24) Notify breeder immediately if dog cannot be kept.

25) Notify Breeder in any change of address, phone or email.

26) Buyer agrees Breeder will not be held liable for any actions of the puppy once it leaves the breeder's premises. Buyer accepts full responsibility of the puppy.

27) Buyer acknowledges that continuing preventative care is a necessary obligation on the Buyer's part to prevent parasites and infectious disease.

28) Buyer attests they are presently in good standing with the American Kennel Club (AKC) and not currently under investigation or inquest. And that they are no open legal cases or official claims of animal abuse against them.

29) Buyer agrees not expose puppy to other dogs or areas of high-traffic, until the puppy has been vaccinated according to the schedule set by Buyer and their vet.

30) Buyer will complete the AKC registration process for *limited registration* by following the directions

on the registration papers. If it becomes necessary to return the puppy as outlined in this contract, Buyer must return the registration with the puppy.

31) Buyer agrees to sign the necessary papers to return the Breeder as sole owner of the dog in the event that the dog is returned.

32) **Buyer agrees that Breeder will not provide a refund or replacement puppy for undesirable behavior or any disease caused by parasitism, malnutrition, accidents, or neglect.**

33) Breeder is not responsible for any costs associated with continued preventative care or other veterinary medical care.

34) **Breeder is not responsible for any injuries or accidents sustained to your puppy after the time of sale.**

Breach of Contract

35) Noncompliance of this agreement results in the Breeder's repossession of the animal and registration without any reimbursement to the Buyer.

36) All terms and conditions of this agreement are binding and non-negotiable. Should the terms of this agreement be violated, whether incidentally or deliberately, Breeder will pursue options as stated in this agreement to the fullest. Should it become necessary to pursue legal action to fulfill terms of this agreement, Buyer will be held liable for any and all court costs and legal fees, all travel/shipping expenses, replacement cost, maintenance, boarding, medical, and associated miscellaneous cost related to this dog.

Governing Law

37) This sales contract is exclusively between the Buyer identified herein and Big Cedar Pointers and is non-transferrable. Breeder and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

38) This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America.

Please don't hesitate to contact us with any questions about your new pet.

We want you to enjoy a long and rewarding relationship with your new family member!

Date of Holding Fee: _____ Amount of Holding Fee: _____ Balance: _____

Date of Sale/Acquisition: _____ Balance Paid: _____

Puppy Call Name _____ Date of Birth: _____ Sex: _____ Color: _____

Sire: Red Hill Riggs AKC Registration #: SR87972802

Dam: Piccolo Latte's Strong Brew; AKC Registration #: SR97596006

Puppy's AKC Registration No: _____

Buyer's Name: _____

Buyer's Address: _____

Contact telephone: _____ Email Address: _____

Buyer acknowledges terms of this contract and receipt of the following:

_____ Copy of Sales Contract _____ Puppy Described Herein _____ AKC Registration Papers

Date: xx-xx-22 Buyer Signature _____

Date: xx-xx-22 Seller Signature _____