SAMPLE PUPPY CONTRACT

This agreement is made this _____ day of _____ and is between the breeder (seller) and the buyer named below:

Breeder (seller): Catherine E Kyle Owner/Breeder Dixie Pugs (AKC DixieDarlings)

850 Sand Ridge Bargerton RD., Lexington TN, 38351

Dixiepugsoftn@gmail.com , 615-887-4299

Buyer:

Address: Phone:

Email:

Seller and buyer are collectively known as "parties".

The Buyer agrees to obtain from the seller a Pug. Sex: _____Color: _____D.O.B: _____ Registration: <u>Limited</u>

For the amount of <u>\$</u>_____

Waitlist Fee: <u>\$200.00</u> (Paid on: _____)

Hold Fee paid at birth: <u>\$ (Paid on ____)</u>

Transportation Fee (If Applicable) \$0.00

Extended Boarding Fee (If Applicable): \$0.00

Balance Due: \$ 1400.00 (due at pick-up or one day prior delivery.)

Sire: _____

Dam: _____

This Pug comes in part from DixiePugsofTN in Lexington, TN.

Terms (Limited/Full AKC Registration)

This dog is not being sold under co-ownership terms. Payment in full must be made prior to you taking ownership or shipping of the dog.

This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the Buyer for any special purpose or function of this dog. This dog is not to be used in any illegal or immoral activities and absolutely not to be used for any type of puppy mill, dog farm or any other mass-producing operation.

Health Guarantee

The seller certifies that upon receipt, the dog is in good health and has been immunized and wormed according to the accompanying health record of said Pug.

* I am aware Pugs are prone to snore, snort, wheeze, honk, have Stenotic Nares (small nostrils), have gas, and shed a lot. They're also prone to allergies, respiratory issues, especially if allowed to become overweight, skin problems, eye issues, luxating patella, umbilical or inguinal hernias, and have sensitive stomachs and sensitive skin. None of these "common" pug problems are covered in our health guarantee.

The buyer agrees to have the dog examined by your veterinarian at your expense within 3 days from the date of possession. The buyer agrees to email seller a copy of veterinary visit in order for the Health guarantee to remain in effect. If the veterinarian does not give the dog a clean bill of health, buyer must notify the seller immediately. Seller reserves the right to have the dog reexamined by a veterinarian of our choice at our expense. Any condition that is minor, correctable, or a breed related minor condition is not covered and any condition which will go away as the puppy gets older is not covered. We will not accept responsibility for any harm that comes to the dog once in your possession such as accidents, electrocution, heat related conditions or any other related actions. Seller does not accept responsibility for contagious diseases diagnosed after 3 days from the date of possession. In the event your Pug is diagnosed within one year of purchase with an untreatable genetic condition, we will replace the puppy with one from our next available litter. We will require documentation from your veterinarian, including copies of all tests and examinations and in the case of death a necropsy performed for our veterinarian to review. We test all of our breeding lines for Pug Dog Encephalitis (PDE) markers, and Pyruvate Kinase Deficiency (PKD). As new genetic tests become available, we submit our dogs' DNA for testing. The more we learn and know the better it is for our dogs and for your puppies.

*Although we make every attempt to prevent worms and other parasites there is always a chance they are picked up from environment and other animals (strays and wildlife track them everywhere) and are not covered in our guarantee. Our recommendation is dogs should continue monthly de-wormers for life.

This puppy has received its first vaccines and to avoid disease the buyer will need to follow up on them. Buyer must have the puppy seen by a licensed vet within 3 business days of pickup date which is _____ and send breeder a copy of the visit post marked no later than _____ to

be received by breeder through the U.S. Postal Service mail or health guarantee is void. Emailing copy of vet visit is also acceptable but it is buyer's responsibility to make sure it was received and breeder was able to print it out. If breeder is not able to print it out a copy must be sent via U.S. postal mail.

Due to the varying kinds of food and different environmental conditions the puppies come in contact with; and the fact that all puppies have immune systems that take time to mature, the terms of this guarantee will not be honored unless they are given NuVet Plus[®] immune system builder, as directed by the manufacturer, for the entire guarantee period. Failure to do so will render this guarantee null and void except where prohibited by law. We also highly recommend you continue to give your pet NuVet Plus beyond the guarantee period to promote optimal health for a lifetime.

About NuVet Plus:

NuVet Plus is America's premier pet immune system support supplement incorporating a precise formula of vitamins, minerals, enzymes, herbs and antioxidants that perform synergistically to bring together all of the vital ingredients required to maintain optimal health. NuVet Plus is made in the USA using natural, human grade ingredients that are formulated in an FDA registered pharmaceutical laboratory.

Veterinarian recommended, NuVet Plus was designed for dogs at every life stage; from supporting your puppy's maturing immune system to helping to protect against issues later in life including, allergies, itching/scratching, hot spots, arthritis, digestive issues, tear staining, hair loss and more! For your convenience you may order by phone by calling 800-474-7044, using order code 72705 or online at www.nuvet.com/72705. NuVet products are not sold in stores. Customers outside the U.S. must place order by phone only.

The Buyer's Responsibility

* I Will NOT make sudden or drastic food changes as it causes stress and lowers the immune system to a breed prone to many issues already. I will use the food breeder is using for at least the first week. Should I choose to change the diet I will wait until after the first week to transition and transition slowly taking a minimum of a week to do so. Current Food being fed is: _____

* I Will NOT expose puppy to public animal places (example: pet stores, dog parks, places people hike frequently with their dogs) until all vaccines (4 total) are completed around 16 weeks old. After vaccines are completed, I will socialize my puppy and expose them to new people and places as socialization is a process that must be continued throughout their lives. *Buyer agrees <u>NOT</u> to vaccinate their Puppy before ______. Vaccinating prior to this date has serious consequences, including seizures, brain swelling, decreased effectiveness of vaccinations, and death. _____

* I UNDERSTAND there are NO REFUNDS under any circumstances. I also understand I WAIVE ANY LEGAL RIGHT TO TAKE LEGAL ACTION AGAINST BREEDER for ANY REASON and all issues will be handled between breeder and Myself only. Should I have any problems I will contact the breeder.

The buyer agrees to take good care of this dog, feed and house properly, maintain them up to date on shots. The dog's outdoor area shall be safe and secure for the dog and everyone else. If the dog is found to be allowed to run freely and hence creating a public nuisance or found to be neglected, abused or allowed to live in poor health or conditions the Seller has all rights to repossession of this dog with no refund to Buyer. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the Buyer to any compensation from the Seller.

Buyer agrees to have above dog Spayed/Neutered. We recommend waiting to Spay/Neuter until 18-24 months of age and no earlier than 12 months. Studies have shown that important growth hormones are removed when de-sexing and can cause joint and other issues as the dog grows and ages.

Seller shall not be liable to purchaser for any other claim, loss, damage or expense or emotional harm, incidental or consequential damages, whether caused directly or indirectly. Liability for any such damages is hereby expressly disclaimed.

In the event the Buyer can no longer keep this dog for any reason, the Buyer agrees to return said dog to the Breeder or have the Breeder assist in the rehoming of said dog. Buyer also agrees not to sell this dog to any retail company or establishment. Any changes to this contract must be in writing and signed by both parties. This contract is legal even if it is not notarized and may be enforced by legal means at the Buyers expense and all disputes must be settled in Henderson County in the state of **Tennessee**. This dog is sold to you as a <u>**Pet**</u> only and nothing further.

This is the entire agreement (4 pages) between the parties and is valid and agreed to by all parties. All parties have read and understood and agreed to this contract in full by signing below. If parties chose to use electronic signatures, they are under the understanding that this is still a valid agreement.

Buyer:_____

| Date: | |
|-------|--|
| | |

Seller: _____

Date: _____

Catherine E Kyle

Breeder/Owner Dixie Darlings

(615)887-4299, dixiepugsoftn@gmail.com