

CANINE PURCHASE AGREEMENT

BETWEEN: Arctic Tails (Seller)

AND: Buyer Identified on Signature Page (Buyer)

EFFECTIVE DATE: _____, 20__

RECITAL

Seller is the owner of registered American Pomsy Kennel Club (APKC) puppies and adult dogs. Purchaser wishes to purchase the following dog (the Dog):

APKC Registered Name: _____

APKC Reg#: _____

Parents/Breed Line: _____

DOB: _____ Sex: _____

Microchip ID: _____

Current Weight/Size: _____

Estimated Adult Weight/Size: _____

Color/Markings: _____

Breeding Rights: Excluded, unless Seller signs here: _____

AGREEMENT

1. Dog Purchased. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Dog for companionship of Buyer. Seller will provide to Buyer all APKC registrations, health certificates, microchip information, and copies of DNA results at the time of delivery/pickup of the Dog, if applicable.

2. Purchase Price.

2.1. The purchase price is \$ _____, which will be paid in full at the time of delivery of the Dog to Buyer. If Buyer has paid a reservation fee, the reservation fee will be credited toward the payment of the purchase price.

2.2. If applicable and as agreed between the parties, Seller will deliver the Dog to Buyer for an additional fee of \$_____.

2.3. Buyer must have the Dog examined at Buyer's expense by Buyer's veterinarian within 72 hours from the date of delivery to verify that the Dog is in good health and condition. If Buyer fails to do so, they will forfeit any compensation that Seller may offer in the case of immediate minor afflictions such as UTI, kennel cough, etc.

2.4. Buyer may return the Dog to Seller within seven days after the Delivery Date for a partial refund. Buyer will be responsible for all of the costs of transport, in addition to the loss of the non-refundable deposit in the amount of \$_____. Seller will quarantine the returned Dog and verify through a medical exam that the Dog is in good health and condition when originally returned. No refund will be made for return of the Dog more than seven days after delivery or at any time in poor health not reflected in Buyer's initial veterinary report (see paragraph 5.2.1).

3. Estimated Delivery. The parties agree the Dog is expected to be available for pick up on or about _____, 20__ (Delivery Date). Notwithstanding, in the event the Dog's health or other circumstances accelerate or delay delivery, the parties will communicate in good faith about updates to the delivery date.

4. Breeding Rights.

4.1. If Included. If breeding rights are included by Seller's signature in the Recitals above, which are incorporated by this reference, the following terms and conditions apply:

4.1.1. Buyer will consult with Buyer's veterinarian regarding the best time to breed. Pregnancy prior to 18 months can be detrimental to the health of the mother, at times resulting in death. Female puppies have their first heat at approximately 6-9 months of age, and it is highly recommended that they are kept away from all other intact male dogs 100 percent of the time during this three-week cycle.

4.1.2. In the event the Buyer is unable to keep the Dog for any reason, Buyer agrees to offer Seller the first opportunity to take the Dog back. Seller may choose to have the Dog returned or to assist with a re-sale. In the event of a re-sale, the breeding contract will be continued to the new buyer only after application and approval from Seller, signed and notarized. Seller must be informed of the new owner's name and contact information.

4.2. If Excluded. If Seller does not sign the breeding rights line in the Recitals above, which are incorporated by this reference, breeding rights are excluded, and the following terms and conditions apply:

4.2.1. Buyer will cause the Dog to be spayed or neutered at the age recommended by Buyer's veterinarian, and no later than one year of age. Buyer will provide to Seller a copy of spay or neuter certification from Buyer's veterinarian for the Dog within one year after the delivery date.

4.2.2. Buyer will ensure the Dog does not produce puppies prior to being spayed or neutered. Pregnancy prior to 18 months can be detrimental to the health of the mother, at times resulting in death. Female puppies have their first heat approximately six to nine months of age, and it is highly recommended that they are kept away from all other intact male dogs 100 percent of the time during this three-week cycle.

4.2.3. If the Dog is found sold or used as a breeding dog without the purchase of additional breeding rights from Seller, Buyer will pay liquidated damages of \$10,000 and 50 percent of any revenue received by Buyer from sale of breeding rights or offspring of the Dog. The parties acknowledge that actual damages would be difficult to calculate and agree that this is a reasonable estimate of the loss of revenue to Seller, and not a penalty.

5. First Right of Refusal. Buyer agrees not to sell the Dog to any retail company or establishment. In the event the Buyer is unwilling or unable to keep the Dog for any reason, Buyer agrees to offer Seller the first chance to take the Dog back. Seller may choose to have the Dog returned or to assist with a re-sale. In the event of a re-sale, the breeding contract will be continued to the new buyer only after application and approval from Seller, signed and notarized. Seller must be informed of the new owner's name and contact information.

6. Health Warranty.

6.1. Representations. Seller certifies that, upon delivery:

6.1.1. The Dog will be in good health and will have been immunized and wormed.

6.1.2. The Dog will have been examined and declared healthy by a licensed veterinarian.

6.2. Warranty. If, within one year after the Delivery Date, Buyer provides Seller with a written copy of a post-mortem diagnosis reflecting a life-threatening genetic disease in the Dog, Seller will provide a replacement dog of substantially equal value, on the following conditions:

6.2.1. Death of the Dog must be reported as soon as possible to Seller and not later than 24 hours. Failure to notify Seller within 24 hours will nullify the contract puppy guarantee.

6.2.2. Buyer's veterinarian must provide necropsy and veterinary notes to Seller, along with a record of the scanned, registered microchip.

6.2.3. Seller's veterinarian may require the physical carcass to examine and verify the cause of death. If the necropsy results agree, then arrangements will be made for a replacement puppy of equal value of the current or future litter. If it is possible for the Seller to have a second local veterinarian examine the Dog to determine the cause of death, thereby reducing transportation expenses of the carcass, Seller will attempt to do so. However, if the carcass must be returned to Seller, it will be at the expense of Buyer.

6.2.4. If at any time the Dog is injured or diagnosed as overweight and incurs joint or other weight management diseases, the warranty is void, as weight and physical injury play a significant role in the exacerbation of many otherwise treatable conditions.

6.2.5. For avoidance of doubt:

6.2.5.1. Death of the Dog by any cause other than a life-threatening genetic disease is not covered under Seller's warranty.

6.2.5.2. Any condition that is correctable or a breed-related minor condition is not covered, and any condition which could go away or is considered to be a condition that a puppy likely will grow out of is not covered under Seller's warranty.

6.2.5.3. Heat stroke, exhaustion, dehydration, hypothermia, and other weather-related conditions are not covered in any way.

7. Permanent Ownership of the Dog. Permanent ownership of the Dog is contingent upon the following Buyer responsibilities:

7.1. Buyer agrees to the following:

7.1.1. Give the Dog proper physical and emotional care and welfare.

7.1.2. Feed a high-quality, balanced, meat-based, grain-inclusive diet.

7.1.3. House the Dog properly

7.1.4. Maintain vaccinations, heartworm preventative, dental work, deworming protocol.

7.1.5. Control the Dog on a harness or leash when in public and when off the premises of the Dog's home.

7.1.6. Provide an outdoor area that is fenced in and secure or make acceptable provisions (wireless/electric fences/on leash) to assure the Dog is safe any time the Dog is outdoors.

7.2. If the Dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused, or allowed to live in poor health or poor conditions the Seller has all rights to repossession of the Dog with no refund to the Buyer.

7.3. The death, injury, or loss of the Dog due to theft, carelessness, recklessness, abuse, neglect, weather-related illness (heat/cold), or accident will not entitle the Buyer to any compensation from Seller.

7.4. Buyer is responsible for keeping the Dog away from contaminated areas that may be infected with any type of dog-related diseases. Buyer acknowledges puppies are NOT

adequately immune to diseases until they have had all of their puppy shots (3-4 sets given up until about 16 weeks of age). Further, Buyer acknowledges NO REPLACEMENT NOR REFUNDS will be given should the Dog become sick with worms, Parvo, Distemper, Coccidia, kennel cough, or other contagious illnesses. Buyer will speak with Buyer's veterinarian to determine how to most effectively prevent the spread of diseases with the Dog.

7.5. Buyer will always supervise all chews and toys with the Dog and to remove toys when damaged watching carefully for fraying and splintering of all toys. Further, Buyer agrees to never give the Dog rawhide products or cooked and smoked animal bones as they are well known to cause internal damage that can lead to expensive surgery or death. Seller is in no way responsible for any problems that result from lack of supervision of the Dog, damage to toys that are swallowed, items swallowed, dangerous or inappropriate toys and chews.

7.6. Double-coated dogs should not be shaved as it damages their coat, increases the risk of overheating and may cause sunburn. When getting professionally groomed, Buyer agrees to ask for "Blow out, paw pads trimmed, very light shaping trim, sanitary trim, butt skirt shaping."

7.7. Buyer realizes the Dog may change coloring as the Dog's adult coats grow in. Seller provides an estimate of coat type, coat/eye color, and weight, but nature and genetics may dictate a different result than expected, and Seller cannot be held responsible for any variety from the original estimate.

7.8. Buyer acknowledges puppies require more work and time than adult dogs. There is a two-to-three-week transitional period for the Dog as they learn the place in the new home and may test already established limits and require extra patience during this transitional time. It is highly recommended for Buyer to attend basic training classes with the Dog to ensure Buyer is able to train and control the Dog and to prohibit any harmful or annoying habits that would cause Buyer to desire to re-home the Dog. While training is started at the Seller's home, it is a continual process for many months, and as such Seller makes no guarantee as to the Dog's behavior and training in a new environment.

8. Notice. All notices required by this agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by fax (with electronic confirmation of delivery). Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

9. Attorney Fees. In any proceeding to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

10. Modification. No modification of this agreement shall be valid unless it is in writing and is signed by all of the parties.

11. Integration. This agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.

12. Interpretation. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.

13. Severability. The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

14. Waiver. Waiver by any party of strict performance of any provision of this agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

15. Binding Effect. Subject to restrictions in this agreement upon assignment, if any, this agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

16. Governing Law. This agreement shall be interpreted and enforced according to the laws of the state of Oregon.

17. Facsimile and Email. For purposes of this agreement, transmission by facsimile or electronic mail of any signed original document, and retransmission of any signed facsimile transmission or electronic mail, is deemed the same as delivery of an original.

18. Counterparts. This agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

Buyer

**Seller
Arctic Tails**

Name: _____

By _____
Lauren M. Schreiber, Authorized Rep.

Date: _____

Date: _____

Address: _____

Address: 1019 SE Roberts Ave
Roseburg, OR 97470

Phone: _____

Phone: _____

Email: _____

Email: _____