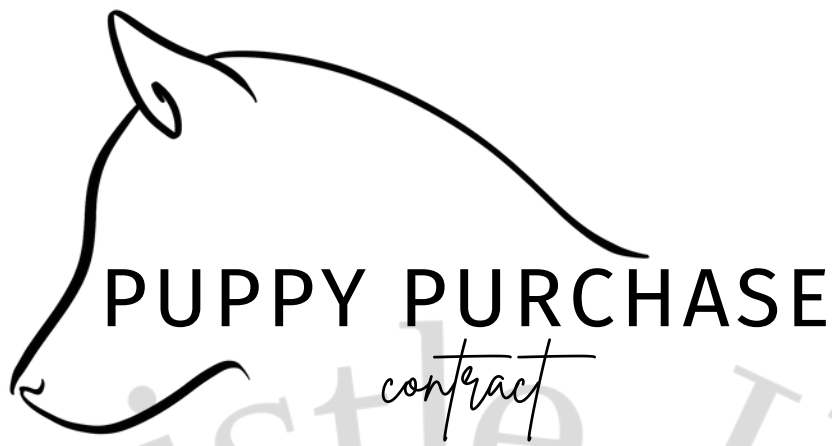




This AGREEMENT made the _____ day of _____, 20____ by and between:

Buyer:

Name: _____

Address: _____

Phone _____ Email: _____

Seller:

Name: _____

Address: _____

Phone _____ Email: _____

Upon PAYMENT of the sum of \$_____ paid by Buyer to Seller (the "Purchase Price"), Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Description of Dog:

Name: _____ Breed: _____

Date of Birth: _____ Weight: _____

Sex: _____ Color/Marks: _____

Registry: _____ Registration Type: _____

Registration #: _____ Microchip #: _____

Sire Name: _____ Sire Registration #: _____

Dam Name: _____ Dam Registration #: _____

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

THISTLE HILL CANINE

925 - 202 - 6222 | Marceline@ThistleHillCanine.com | www.ThistleHillCanine.com

1/7

1. Deposit, Payment of Purchase Price, Fees:

Buyer has paid a deposit of \$_____, with payment of the balance of \$_____ due upon the release of the Dog to Buyer. The expected pick up date is _____, or such other date as the parties may mutually agree. Payment of the balance may be made via GoodDog's payment platform, or other mutually agreed payment option. Balance must be received prior to transfer of the Dog.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
 - (b) Buyer fails to pay the balance of the Purchase Price within ____ days of the agreed delivery date.
- In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, (ii) transferred to another available from litter or (iii) transferred to another/the next litter of puppies.

A boarding fee of \$_____ per day will be charged for each day the Dog is boarded by Seller past the agreed delivery/pickup date.

Delivery of Dog may be arranged between Buyer and Seller by separate agreement.

2. Transfer of Ownership and Registration

Upon delivery/pickup of Dog, Seller will provide Buyer with registration paperwork (if applicable) and health/vaccination records. Buyer will be responsible for transferring the registration of Dog into their name.

3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- (d) **Three-Day Health Guarantee:** The Dog is in good health and free of communicable diseases at the time of this sale. If Buyer disputes the health of the Dog, the Buyer has 3 days from the pickup date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the veterinarian finds anything life threatening or which substantially threatens the quality of life of the Dog, the Buyer may return the Dog for a full refund or exchange for another puppy of the same or future litter. A letter and all diagnostic results from the examining veterinarian must be provided to the Seller and

the Dog must be returned to Seller within the three-day period (or within an acceptable arranged time, agreed upon between Buyer and Seller) prior to refund or exchange. Common puppy ailments such as giardia, coccidia, clostridia, worms, mites, fleas and ticks are not covered in this guarantee. The Dog has been examined by a Seller's vet and found in good health prior to placement. (Please note that any signs of depression, lethargy, lack of appetite or desire to drink water, diarrhea – particularly with blood or mucous present, or vomiting should be immediately reported to Seller and puppy should see a vet immediately). We regret that we cannot extend this guarantee to shipped puppies due to the inherent risks associated with shipping. However, we will ensure that all necessary measures are taken to minimize the risks associated with shipping, including appropriate vaccinations, crate training, and the use of experienced and reliable pet transport services.

(e) **2 Year Health Guarantee:** If the Dog is diagnosed with hip dysplasia or a congenital disorder that is life threatening or greatly diminished the Dog's quality of life, and that is identified within 24 months from the Dog's Date of Birth, Buyer will have the option of receiving (i) If available, a replacement puppy from the next available litter (ii) Monetary reimbursement, not to exceed the initial purchase price of the Dog, for veterinary expenses incurred by the genetic condition. Vet bills and diagnostics must be provided in full to the Seller and said refund is at the discretion of the Seller based on independent review to evaluate cause.

a. What is Covered: Seller guarantees Dog for 24 months from the Date of Birth to be free from:

i. Genetically-caused hip or elbow dysplasia, providing the Dog has not been overweight, exposed to unhealthy environmental conditions, trauma, abuse, or had any physical injury or issues whose cause is unknown or contains an environmental link (such as allowing a young dog to jump from heights or excessive exercise prior to growth plates closing). Diagnosis from Board Certified Veterinarian and X-Rays are required, as well as completed voluntary disclosure document (available from Seller).

ii. Eye Disorders. Congenital defects of the eye causing progressive blindness in one or both eyes and/or requiring surgery or ongoing medication, as diagnosed by a Veterinary Ophthalmologist. Proof is to include copies of diagnosis and treatment documentation from a Board Certified Veterinary Ophthalmologist.

iii. Cardiac (heart) disorders requiring surgery or a heart disorder requiring life-long medication diagnosed by a Board Certified Canine Cardiologist.

b. What is NOT Covered:

i. This warranty does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, worms, giardia or coccidiosis. It further does not include any illness due to the ingestion of foreign objects, food, plants, chemicals or other items, physical injury or issues whose cause is unknown or may have an environmental link or illnesses from unknown causes that are not preventable by genetic pre-screening, including, but not limited to, cancerous growths.

ii. Not included in this guarantee are health problems arising from trauma, abuse or failure to maintain general health care of Dog, including allowing Dog to become overweight or over-exercise. Dogs that at anytime are overweight or that incur injury to bones or joints from over-exercise, excess weight, or exposure to improper or harsh environments are explicitly excluded from warranty of hip or elbow dysplasia.

iii. Pediatric spay/neuter (Spay/neuter under 12 months of age) is known to cause growth issues and other potential health conditions. Should Dog receive a pediatric Spay/Neuter, they will be ineligible for health warranties and guarantees unless pediatric spay/neuter was specifically recommended by a board-certified veterinarian for the health of Dog. Letter from the vet detailing the reason a pediatric spay/neuter is required for coverage under the health guarantee.

iv. Under no circumstances shall the Seller be liable to the Buyer or any third party if Dog is subjected to abuse, traumatic accident, negligence or misuse.

4. Fitness of Purpose

Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, Service Animal/Therapy work, and/or breeding purposes.

5. Buyer's Representation

Buyer Represents to Seller that:

(a) Four Month Puppy Protection Period: Buyer understands that if Dog is a puppy under 4 months of age or has not fully completed its vaccination series, that Dog should not be taken to public places (including, but not limited to, parks, neighbors', puppy classes/training, etc.) which are frequented by other puppies or dogs until the Dog has received its final rounds of vaccinations (to be determined by a licensed Veterinarian, usually 16 weeks of age). This is for the health of the Dog and to avoid contact with areas where infected or unvaccinated dogs may be present and could cause exposure to illnesses/bacteria/fungal infections including, but not limited to, parvovirus, giardia, clostridia, coccidia, etc. This is to protect the Dog during the most susceptible time. Any illnesses contracted by dog from Buyer's decision not to follow these guidelines will void any and all health guarantees.

(b) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family

(c) Buyer will keep Dog in an enclosed area of adequate size, and will not allow Dog to roam at will. Buyer will not keep Dog chained or tethered or permanently house Dog in a kennel.

- (d) Buyer will provide Dog with appropriate nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (e) Buyer is not acting as agent for any other person or business in purchase of Dog.
- (f) Buyer will not sell/give/release Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such businesses or facilities.
- (g) Rehoming Dog. In the event an unforeseen situation arises such that the Buyer is unable or chooses not to continue to keep or care for Dog, Buyer agrees contact Seller immediately.
- i. If Buyer has a prospective new home/owner for Dog, Seller must approve the new owner and shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.
 - ii. If Buyer wants Seller to assist in Rehoming Dog, Buyer must surrender Dog to Seller and Seller will work to find a new approved home for Dog. If Dog is placed for a monetary amount, Seller will provide Buyer with the sale price of Dog minus food costs during stay with Seller and a 10% placement fee. Buyer understands that Dog may not be placed for the same monetary value as Buyer initially paid for Dog and many factors can determine the monetary price and marketability at the time of rehoming.
 - iii. Buyer may fully surrender Dog back to Seller. Seller will have full discretion to keep or appropriately place Dog.
 - iv. Buyer Shall NOT abandon Dog, including but not limited to surrendering Dog to a shelter, pound, rescue, or leaving Dog at a boarding or pet-sitting facility without clear arrangements and intent to reclaim. Abandonment is defined as any act or omission indicating the Buyer no longer intends to reclaim, care for, or be responsible for the Dog. For any planned boarding or long-term pet-sitting arrangement exceeding 30 days, Buyer agrees to list Seller as an emergency contact on file with the facility or sitter. Should Buyer abandon or surrender Dog as defined above, Seller will have immediate right to ownership of Dog and will work with the appropriate organization to repossess Dog. Buyer will be liable for a monetary penalty of \$5000 plus all reasonable costs incurred by Seller to safely recover Dog, including but not limited to boarding, transportation costs, veterinary costs, attorney fees, and other miscellaneous expenses..
- (h) Spay/Neuter/Breeding Agreement. Buyer acknowledges that unless Dog is sold under Full AKC registration, Buyer is not authorized to breed Dog intentionally or accidentally.

i. A Dog sold with Full AKC registration may not be intentionally bred before 2 years of age and may only be bred to an AKC-registered dog of the same breed. Necessary precautions should be taken for the unaltered dog to prevent breedings that do not comply to these standards. Buyer will be liable for a monetary penalty, paid to Seller, of \$1500 plus \$800 per puppy produced, for litters produced from Dog that do not meet these criteria.

ii. A Dog NOT sold under Full AKC registration is intended to be a companion dog and shall NOT be bred. Seller recommends that Dog be Spayed/Neutered between 18-30 months of age to prevent unintentional breeding and extend the health of the Dog. If the Dog receives a pediatric spay (under 12 months of age), Dog will not be eligible for Health Warranties and Guarantees. Buyer should work with their veterinarian to create a proper Spay/Neuter plan. If Buyer chooses not to Spay/Neuter Dog, they agree to take the appropriate precautions to prevent Dog from breeding. If Dog is bred intentionally or due to negligence of Buyer (including failing to properly contain or age appropriately Spay/Neuter), Buyer will be liable for a monetary penalty, paid to Seller, of \$1500 plus \$800 per puppy produced for litters produced from Dog.

6. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

6. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

7. Confidentiality of Dispute

Buyer and Seller agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.

8. Severability

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties agree to negotiate in good faith to replace any such provision with a valid and enforceable one that reflects the original intent of the agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of California.

10. Notice

Any notice required or permitted to be given under this agreement shall be in writing and shall be deemed to have been properly given when delivered personally or sent by certified mail, postage prepaid, to the addresses listed below.

11. Entire Agreement

This Agreement represents the entire agreement between the parties. Buyer and Seller have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Should Buyer and Seller make additional written agreements outside of this Agreement, changes will only apply to any conflicting portions of this Agreement, with the most recent agreement taking precedence for said portion.

In Witness Whereof, the parties have executed this agreement as of the date first above written.

.....
Breeder's Signature (Over Printed Name)

.....
Date

.....
Buyer's Signature (Over Printed Name)

.....
Date