

# Pet Purchase Agreement for A.K.C. Registered Red Standard Poodle Puppy - Limited Registration

## 1. AGREEMENT

**DEPOSIT REQUIREMENTS:** A \$ 500.00 non-refundable deposit (“Deposit”) will hold your puppy (“A.K.C. Red Standard Poodle Puppy with Limited Registration” or “Puppy”), if we (the “Seller” or “Breeder”) cannot provide the Puppy of choice in our current litter, the Deposit may be transferred to another litter/Puppy. After two (2) litter options are offered and turned down by Buyer the Deposit will be non-refundable and no longer be valid towards another Puppy/ litter option. Seller and Buyer may also be referred to as “Party” or “Parties in this agreement (“Agreement”).

## 2. PAYMENT

The Final Payment for the remaining balance is due when you pick up your Puppy at 8 weeks of age. No personal checks for final payment. Failure to comply with these terms and conditions will result in the purchaser’s Deposit being forfeited as a breach of this Agreement. We accept cash, Zelle, and Venmo. The Deposit and this signed Agreement must both be received by Seller to secure Buyer’s reservation.

## 3. DELIVERY OF PUPPY

Buyer is responsible for the coordination and fees related to picking up their Puppy. Puppies are released to the new owner at 8 weeks of age. Buyer must pick the Puppy up no later than 9 weeks of age. If Puppy is beyond 9 weeks of age the Seller will charge the Buyer \$20.00 a day thereafter up to 10 weeks of age. If no contact or communication by Buyer has been made about pick up arrangements at 8 weeks of age or Buyer fails to pick up their Puppy and has not communicated reasons with Seller, Buyer’s Agreement will be deemed abandoned (“Abandoned”) and Puppy will be offered to the waitlist. Deposit will be nonrefundable in such Abandonment’ situation(s) where Buyer cannot or was able to be reached and Buyer is not responsive to Seller’s communication for Puppy pick up. If at 10 weeks of age mark and the Buyer has not picked up their Puppy then Buyer will be considered Abandoned at which time the Agreement will be void and deposit will be non-refundable.

## 4. GUARANTEES

- A. **7-Day Guarantee** - This Puppy is guaranteed to be in good health and has been vaccinated and dewormed properly for the Puppy’s present age. The Seller will provide accurate health records on the purchased Puppy. This guarantee is warranted to the original purchaser/Buyer for seven days. After 7 days the Seller accepts no responsibility to guarantee.
- B. **Other Guarantees** - This Puppy is guaranteed to the original Buyer for (1) one year against hereditary/genetic diseases after such time the Seller accepts no responsibility to guarantee.
- C. **3-Day Warranty** - The Buyer must have the Puppy examined by a licensed veterinarian within three days of purchase (Seller is not responsible for vet bills.) Should the veterinarian find this Puppy to have a serious life-threatening illness or disease, (excluding, parasites or coccidian) Seller will replace it with another Puppy of equal value, when available.
- D. Seller must be notified of veterinarian’s findings no later than 3 days after purchase of Puppy with documented proof of illness from a licensed veterinarian including contact information and licensure for the veterinarian.
- E. The purchased Puppy must be returned to Seller and accompanied with the original documented proof of illness from a licensed veterinarian including contact information and licensure for the veterinarian. Puppy must be returned to Seller within 7 days after final pick up of Puppy unless a mutual arrangement in writing with Seller has been coordinated and agreed upon with Seller. Failure to return the Puppy within the Agreement term of 7 days or an agreed upon time will result in Buyer breaching of this Agreement and Agreement will become null and void (Seller is not responsible for transportation costs or any other related fees).
- F. Seller reserves the right to have the returned Puppy examined by a licensed veterinarian of their choice to verify and confirm diagnosis of Puppy before replacing it. If failure to justify return of Puppy by a legal licensed

veterinarian or Seller's veterinarian does not concur with Buyer's veterinarian all sales are void and Buyer will forfeit their Deposit based on no evidence, no proof or Seller's veterinarians disagreement with the illness of Puppy.

- G. Guarantee is VOID on replacement puppies if defects are found after 3-day warranty. Guarantee is Void on return of Puppy if Buyer "changes mind" and decides they do not want a Puppy. NO refund or replacement Puppy will be issued.
- H. NO Guarantee - Seller cannot guarantee color or show quality but we can give our best-educated and honest opinion. We breed for the love of the Poodle/Puppy in mind, every effort has been made by the Seller to produce a litter both physically and mentally sound, that is our commitment to Buyer.
- I. **Limited Registration-** This Agreement is for a Puppy that will ONLY have "Limited" A.K.C. registration (In other words, NOT "Full" breeding rights registration) and Puppy are ONLY sold as pets. NO breeding is allowed. If dog/Puppy has been bred or used to produce mixed-breed ("designer breed") dogs/Puppy, this purchase Agreement is Null and Void and the dog/Puppy will be returned to Seller at Buyers cost and all legal fees Seller incurred to expedite the return of the dog/Puppy to Seller with be paid immediately to Seller, along with a \$10,000 fine/penalty is understood, acknowledged and agreed to by Buyer in the Agreement. Buyer agrees this Agreement is non transferable to another party at any time whatsoever without Seller approval in writing (e.g., an agreement signed by both Parties), which approval will not be unreasonably withheld or delayed by Seller, and Buyer takes full responsibility to Seller for the return of the Puppy to Seller if said transfer has been found to have occurred without Seller's written approval.

Our Poodle Puppies are not sold on a trial basis, please be committed for the life of this dog/Puppy. If a situation arises where you cannot keep this dog you may contact Seller and Seller will try my best to help you place this dog in a new home. But no refunds or exchanges will be given. Seller has the right to refuse selling to anyone at any time. No Puppy sold or traded by Seller to Buyer is to be rehomed without notifying the Seller for approval. If Buyer moves Buyer is also required by this Agreement to notify Seller of new address where dog resides.

**Disclaimer:** It is required that you find a reputable veterinarian to keep this Puppy up to date on vaccinations and health issues. Seller assumes no responsibility for the Puppy after it leaves the premises, for medical expenses, family disputes, or any other problems you have not thought about. Seller does not pay veterinarian bills or transportation costs under any circumstances. Please consider all the pros and cons of adding a Puppy to your life before you purchase this new member of your family. Please know the breed or research the breed before buying/purchasing the Puppy. It takes good breeding and good dog owners to get good/great dogs. We have done our part; you must do yours to keep your Puppy safe, healthy and happy. Seller suggests a Puppy training classes so that you know how to handle your Puppy through their growing phases and life long journey.

Buyer understands by signing this Agreement it becomes a binding contract/Agreement, and acknowledges that Buyer has read, understood and agreed to the terms and conditions of this Puppy/pet purchase Agreement. Buyer agrees if it breaches this Agreement and a legal action is required it will be processed in Sellers state and county (Monterey, California). Buyer also agrees, understands and acknowledges that all legal cost and related fees will be Buyer's responsibility and paid in full by Buyer. This Agreement is an original template (version 1/25/2020) and must not be altered from its original version and if altered will not be binding.

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Buyer and Seller agree this Puppy purchase Agreement is for a Puppy identified by the name of \_\_\_\_\_ or  
by its collar color of \_\_\_\_\_ for the Seller's current litter.

Purchase Price: \$ \_\_\_\_\_ .00 USD

Deposit Amount: \$500.00 USD

**SELLER: MontereyPoodles.com**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_

**SELLER Signature:** \_\_\_\_\_ **Date** \_\_\_\_ / \_\_\_\_ / 2022

**BUYER:**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_

**BUYER Signature:** \_\_\_\_\_ **Date** \_\_\_\_ / \_\_\_\_ / 2022