

This is a sample of a puppy purchase agreement that I use for the puppies that I sell as pets. If a puppy is being purchased as a show prospect, different terms would apply.

## **SAMPLE PET PUPPY PURCHASE AGREEMENT**

Seller Info:

Buyer Info:

This contract pertains only to the following listed Bernese Mountain Dog:

Name: SJR's \_\_\_\_\_

Sex:

Date of Birth:

AKC Registration Number:

Microchip:

Breeder:

Sire:

Dam:

### **Terms and Conditions**

**This dog is being sold as a:**

**X Companion Dog**--This dog is guaranteed to be a purebred Bernese Mountain Dog. This dog is in no way guaranteed to be the "perfect pet." Buyer understands and agrees that this dog's health, temperament and life span will be affected by many factors, including but not limited to its environment, nutrition and training, all of which will be provided by Buyer. Buyer shall have sole responsibility for all financial support of this dog over its lifetime, including but not limited to the housing, feeding, health care and training expenses. Buyer accepts and understands that Bernese Mountain Dogs have inherited health conditions that may not be apparent until the dog is older. Buyer has read about and researched health conditions which may affect the life span and life quality of a Bernese Mountain Dog, and Buyer purchases this dog with full knowledge and acceptance of these risks. Buyer has been informed that this breed is prone to health conditions that include, but are not limited to, dysplasia of the hips and elbows, numerous types of cancers and certain eye problems. Seller makes no representations concerning the future health or life span of this dog.

This dog must be spayed/neutered by 7 months of age. Buyer agrees to provide Seller with written proof from a veterinarian of such spay/neuter surgery, and agrees that, for the full life span of the dog, Seller shall have full and complete access to all medical records related to this dog. This dog is sold on a limited AKC registration. (See Paragraph 5.)

**1. Purchase Price:** This dog is being purchased from Seller for the purchase price of

\_\_\_\_\_, payable to Seller in full in immediately available funds upon receipt of the dog.

**2. Microchip.** This dog has been microchipped for permanent identification. A record of the chip and its registration will be given to Buyer upon receipt of the dog. Seller will submit and incur the cost of this registration. Should this animal be “found” and Buyer (or its approved designee pursuant to paragraph 14 below) is not readily locatable, all rights of ownership will be considered voluntarily restored to Seller without compensation to Buyer or its approved designee.

**3. Responsibility for Health of Dog.** Upon receipt of dog, Seller encourages Buyer to have the dog examined by his/her own veterinarian.. Buyer shall have 48 hours from receipt of dog to obtain this examination and will notify Seller upon its completion. Seller shall be permitted to have her own veterinarian review and concur with any diagnosis, and, if necessary, perform a separate examination.

Buyer has the right to return the dog to Seller within said 48-hour period if it is found to be seriously ill, and, subject to the terms herein, Buyer shall receive a replacement puppy from the same litter if available. If puppy is not available at that time, Buyer will receive the next available puppy from the following litter. (Finding of worm eggs or worms in the feces is not to be considered a serious illness.) Buyer is responsible for all expenses incurred during the time the dog is in their possession including, but not limited to veterinary, housing, feeding and shipping costs. A dog that must be shipped shall be returned to Seller at the Buyer’s expense.

No replacement will be made to Buyer for any dog exhibiting signs of accident, abuse or injury. It is agreed and understood between Buyer and Seller that, after said initial 48-hour period, any and all health-related issues, problems and costs of the dog shall be the responsibility of Buyer. Seller does not offer any guarantees other than those specifically stated within this agreement. Seller cannot guarantee that it will take the dog back after the first 48 hours or replace a dog with health problems. Seller, to the best of its ability, will support Buyer with advice and information, but the full and complete risk and responsibility in all respects for the dog for its lifetime shall be that of the Buyer.

**As stated earlier, Buyer agrees that, for the full life span of the dog, Seller shall have full and complete access to all medical and veterinary records related to this dog. Buyer must provide Seller name, address and phone number of all veterinarians consulted about this dog and provide Seller with copies of all veterinary records (other than routine vaccinations). Seller may provide veterinarians with a copy of this agreement as evidence of Buyer’s full and complete consent to access any and all records related to this dog.**

Notwithstanding anything to the contrary contained herein, the following medical conditions are noted about this dog. These may or may not require veterinary attention. All costs incurred for noted conditions will be the responsibility of Buyer. (List below.)

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Buyer expressly agrees that he/she has read and accepted the terms and conditions of this **Paragraph 3.** Initials: \_\_\_\_\_ Buyer \_\_\_\_\_ Seller

**4. Shipping.** If this dog must be shipped, it is understood that all costs for, airfare, crate, health certificates, etc. will be incurred by Buyer.

**5. AKC Papers.** This dog is being sold to Buyer on a limited registration. All registration papers will be filled out and sent to AKC by Seller. All names to be included on the registration papers must be submitted to Seller within seven days of receipt of the dog so all paperwork may be submitted to AKC in a timely manner. Copies of submitted paperwork will be provided to Buyer by Seller. Seller will be listed as a Co-owner on the registration of the dog and shall remain as such for the lifetime of the dog.

**6. Name.** It is agreed that the dog will have the kennel name of “ SJR’s” precede any other names listed on the AKC registration papers. Seller will have final approval of the registered name.

**7. Routine care.** Buyer agrees to follow the vaccination protocol and schedule to be provided by Seller, and to keep dog’s immunizations current with annual booster shots. Should Buyer wish to deviate in any way from said protocol and schedule, Buyer agrees to contact Seller for written approval and/or further recommendations. Rabies vaccination shall be administered according to local laws. It is strongly recommended that vaccinations not be given simultaneously; i.e., a four-week minimum period between different types of vaccinations, nor should vaccinations be administered within one month either side of any surgery (such as spay/neuter). Buyer also agrees to keep dog on heartworm and flea preventive medication for the lifetime of the dog.

**Seller shall have the right to take immediate possession of the dog back with no refund of any kind to Buyer in the event the dog is neglected or abused.**

**8. Diet.** Buyer agrees to feed the dog \_\_\_\_\_ for the first 2 years of the dogs life. If the formulation of the product changes, if it becomes unavailable, or, if due to health problems, the Buyer’s veterinarian recommends a special diet, Buyer agrees to contact Seller to discuss an alternative feed and obtain written approval from Seller.

**9. Obedience Class.** The dog will complete an obedience course covering the AKC Canine Good Citizen criteria by the age of 12 months, and Buyer will promptly provide a copy of the completion certificate to Seller. Buyer is also encouraged to attend a puppy kindergarten (socialization) class prior to 6 months of age.

**10. Spaying/Neutering.** Buyer agrees to have the dog spayed/neutered by the age of 7 months. Buyer agrees to promptly provide Seller with written proof from a veterinarian of such spay surgery including an affidavit of the identification number implanted. Buyer will assume all expenses for said surgery. Seller can request damages up to the amount of \$10,000 per breeding and \$1500 per puppy whelped if this dog is bred.

**11. Radiographs (X-rays).** Buyer agrees to have radiographs of both hips and elbows taken at the age of 2 years and submit them to the Orthopedic Foundation for Animals (OFA). Results of such submissions and proof of certifications shall be promptly submitted to Seller. Buyer will

assume all expenses for radiographs and their submission.

**12. Cardiac Evaluation.** Buyer agrees to have the dog undergo a cardiac evaluation (auscultation) between the ages of 12-24 months by a board-certified veterinary cardiologist and will provide a copy of the results of such examination to Seller. Buyer agrees to notify Seller of any occurrence of heart problems and will provide appropriate documentation regarding diagnosis.

**13. Eye Clearances by Canine Eye Registration Foundation(CERF).** Buyer agrees to have the dog undergo a CERF exam at one year of age and will provide a copy of such results to Seller. Such examination shall be performed by a board-certified veterinary ophthalmologist. Buyer is encouraged to repeat the CERF exam annually or upon exhibiting symptoms of vision problems. Buyer agrees to notify Seller of any occurrence of eye disease and will provide appropriate documentation regarding diagnosis.

**14. Placement of Dog.** Should Buyer have to part with the Bernese Mountain Dog herein described for whatever reason, Buyer agrees to notify Seller, and Seller shall have the right, but not the obligation, to take this dog back without refund to Buyer. In the event that Seller elects to take back this dog, all records and documents related to the dog, including but not limited to the original AKC registration certificate and medical records shall be provided to Seller at the time that dog is returned to Seller. In this event, Buyer expressly agrees to sign and tender to Seller any and all documents, including but not limited to the original AKC registration certificate, necessary to restore to Seller full and unconditional ownership of said dog. In the event that Seller elects not to take back this dog, any transfer of ownership to any prospective new owner shall be subject to the prior written approval of Seller. Such approval will not be unreasonably withheld, provided that the prospective new owner agrees in writing to be bound by all provisions of this Agreement. Buyer expressly agrees that the dog shall never be sold to any agent, pet store, mass commercial kennel or puppy mill.

**15. Further Assurances.** The parties hereto agree at any time and from time to time to perform such acts and to execute any and all documents reasonably requested by the other party necessary to carry out the intent and purposes of this Agreement, including without limitation, the signing and delivering of AKC registration documents and the endorsement of any other document or instrument rightfully belonging or to be delivered to the other party.

**16. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with regard to the subject dog, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the subject dog. Without limiting the scope of the preceding sentence, all prior understandings and agreements among the parties hereto relating to the subject dog are hereby null and void and of no further force and effect. Any modification of this Agreement will be effective only if it is in writing and signed by all parties hereto.

**17. Stipulation of Damages.** In addition to any damages that may be awarded judicially, each and every breach of this Agreement by Buyer shall result in a penalty of \$5,000 USD due and payable to Seller in immediately available funds, immediately upon occurrence of the said

breach. A 12% annual compounded interest will be added from the time of the act of breach until Seller has received payment in full.

In the event any hearing, action or proceeding is brought to enforce or interpret any provision of this Agreement, the party whose interpretation is adopted by any arbitrator or court, as the case may be, shall be awarded its costs and expenses, including but not limited to reasonable attorney's fees, arbitrator's fees, and expert witness fees, incurred in connection with such action or proceeding.

**18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties further agree to submit to venue and jurisdiction in the appropriate State or Federal Court presiding in Grimes County, Texas.

**19. Headings.** The paragraph titles or headings in this Agreement are for convenience only and shall not be deemed to be a part of this Agreement.

**Each of the parties hereto confirm by their respective signatures below that they, and each of them, have read, understood, and fully agreed to comply with all terms and condition of this PUPPY PURCHASE AGREEMENT, which shall be made effective as of the date written below.**

**BUYER:**

Signature of Buyer \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date: \_\_\_\_\_

**SELLER:**

Signature of Seller \_\_\_\_\_ Date: \_\_\_\_\_