

### PUPPY PURCHASE AGREEMENT

#### Parties

In this Agreement, the term "SELLER," "we," "our," and "us" refers to Karen Serianni d.b.a. Deans Creek Doodles, and the term "BUYER," "you," "your," and "yours" refers to \_\_\_\_\_.

#### Background

- We breed and sell puppies at the following location: \_\_\_\_\_, Vernon, NY 13476 ("Location").
- You wish to buy one of our puppies.

The parties agree as follows:

#### Terms and Conditions

##### 1 Services

- 1.1. You agree to buy one puppy of the following breed: \_\_\_\_\_ ("Puppy").
- 1.2. Puppy will be produced from the breeding of:  
Sire: \_\_\_\_\_  
Dam: \_\_\_\_\_
- 1.3. Puppy description:  
Kennel ID Name: *TBD at time of selection* \_\_\_\_\_  
Generation: \_\_\_\_\_  
Gender: \_\_\_\_\_ TBD - Male / Female  
Date of Birth: \_\_\_\_\_  
Coat Color(s) : \_\_\_\_\_  
*NOT AN EXECUTED CONTRACT - FOR SAMPLE ONLY*  
Microchip #: \_\_\_\_\_  
\_\_\_\_\_ (with a spay/neuter contract. No breeding rights for this  
Puppy are granted or included)
- 1.4. You will select the Puppy when it is seven (7) to eight (8) weeks of age puppy selections will begin from the puppies we have available from the litter at the time of selection. Your selection date and time will be scheduled after the Application Fee is secured. Note: due to COVID- selection may occur via web conferencing or even on the day of pick up.
- 1.5. You will pick up the Puppy at our Location on \_\_\_\_\_ ("Pickup Date"), unless other arrangements have been made which may require additional charges.
- 1.6. If the Puppy is older than 9 weeks and Buyer asks Seller to keep the Puppy past the Pickup Date, then a charge of \$25 per day boarding fee will be applied to the Final Balance. Any additional vaccinations needed due to the delay will also be charged and added to the Final Balance.
- 1.7. Appendix A and Appendix B are incorporated herein by this reference.

##### 2 Payment *NOT AN EXECUTED CONTRACT - FOR SAMPLE ONLY*

- 2.1. **Application Fee.** When the pregnancy is confirmed, you agree to pay \$500 ("Application Fee"). You must pay Application Fee as a lump sum. Application Fee is non-refundable. You may pay the Application Fee by check made to Deans Creek Doodles.
- 2.2. **Final Balance.** You must pay the amount resulting after the Application Fee is subtracted from the Total Price ("Final Balance") in cash at the time of the Puppy's pick up. A local bank check will be accepted if presented to Seller at least 10 business days before the Pickup Date. Local bank check is defined as a bank with a physical location within a 20-mile radius of 13476 zip code.
- 2.3. You must pay the Total Price in full, excluding any additional costs such as transportation costs if applicable, before or at the time you pick up the Puppy. If you fail to pay the Total Price by the Pickup Date, the Agreement will be deemed voided, and the assigned/selected Puppy will be

immediately released to new buyers with no further obligations on the part of Seller towards Buyer. Any additional costs such as a flight nanny must be arranged with the nanny directly.

### 3 Health

We will provide you with a medical chart detailing treatment the Puppy has received under our care up to the Pickup Date, and any future care we feel is essential to the Puppy's well-being, which will be your sole responsibility. Also, we provide a 24-month health guaranty ("Guaranty") (see Appendix B) against any debilitating congenital defects which covers the conditions specified in Appendix A only.

### 4 Spay/Neuter

We sell all puppies on a strict spay/neuter contract. You agree to have the Puppy spayed or neutered between 9 and 18 months of age. You agree to provide us the proof of the spaying or neutering of the Puppy, and such proof must be submitted on veterinarian letterhead, be dated, signed, and contain the phone number of the veterinarian that performed the procedure.

### 5 Temperament

If you doubt the temperament of the Puppy, you must notify us within 7 days of picking up the Puppy. If necessary, the Puppy may be returned to the Seller's Location at your expense for evaluation. If we determine in our sole discretion that the Puppy's character or temperament is inadequate for your household, we may refund you 85% of the Total Price (minus any costs associated with rehoming the puppy).

We recommend that you take your Puppy to "puppy socialization classes" and obedience classes for training and make a strong effort to properly socialize your Puppy with people, various situations, and other animals at an early age. Improper training and a lack of socialization will affect your Puppy immensely. Once you take possession of the Puppy at the Pickup Date, you accept full responsibility for any liabilities for the Puppy's actions, and you relieve us of any liability as we have no control over how you may raise and train the Puppy.

### 6 Safety & Health Maintenance *NOT AN EXECUTED CONTRACT - FOR SAMPLE ONLY*

- 6.1. You agree under no circumstances to ever surrender the Puppy to an animal shelter or rescue. Should you find it necessary to place the Puppy elsewhere, you must contact us within 24 hours, and we will get the right of first refusal to accept the Puppy back or, otherwise, will help place the Puppy with a new buyer. Any costs associated with the return of the Puppy to us will be your sole responsibility. If we are able to place the Puppy in a new home for an adoption fee, you may recuperate up to 85% of Total Price minus any costs associated with rehabilitating, vaccinating, veterinarian care, housing/kenneling, or any other related expense to the care and training of the Puppy.
- 6.2. We reserve the right to repossess the Puppy, receiving back all ownership rights over the Puppy, without compensation to you, if the Puppy is being neglected or abused. You agree to not have the Puppy put down (euthanized) without our prior written approval except in the cases of fatal injury, fatal disease suffered by Puppy, as diagnosed and recommended by a licensed veterinarian or as required by a court of law. If the Puppy is surrendered to a shelter, re-homed without our consent, neglected, or abused, you will not be compensated or reimbursed in any way.
- 6.3. You must provide the Puppy with adequate food, fresh water at all times, shelter, affection, love, and medical care, including all necessary vaccinations, immunizations, and medication recommended by a veterinarian. You must provide the Puppy with veterinary care upon sickness, disease, or injury, and must take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.
- 6.4. You agree to not allow children of any age to sit, lay on, "ride", or torment the Puppy regardless of its age. You must provide the Puppy with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where you reside. You must

keep the Puppy as a household family companion pet and may use it neither for breeding (unless you obtain our prior written consent) nor as an attack or guard dog.

- 6.5. You must provide the Puppy with a fenced yard or other humane means of exercise. The Puppy may not be kept constantly chained or housed outdoors. You will allow the Puppy to spend substantial quality time in the home with family members. The Puppy is sold with the understanding that the Puppy is to go to carefully selected parties, and you promise that the Puppy will become a member of the family (this is to assure proper development and maintenance of the temperament, for which the dog was bred).
- 6.6. You agree that you will not sell, transfer ownership, possession of the Puppy or any of its progeny to any person or organization whose intent is to resell (pet store), trade, or give away the dog, use it in any experiments, laboratory or otherwise, or to use it as breeding stock for a puppy mill, or to use it as a fighting or bait dog, use for anything illegal, or send it to a shelter or abandon the Puppy.

## 7 Identification and Microchipping

Puppies will be microchipped and registered in the Seller's name. Upon receipt of the Puppy, your name and contact information will be added to the microchip registry. Both names will remain on the microchip records so that there will always be two methods for shelters, veterinarians, or others to contact someone if needed. You must contact us with any name, address, or phone number changes within 10 days of such change. The Seller's name will remain the first contact on the microchip in perpetuity.

## 8 Indemnity

You will indemnify Seller and any principals, owners, shareholders, officers, employees, agents, representatives, affiliates, subcontractors, and customers (collectively, "Indemnified Parties") from all claims, liabilities, actions, and proceedings, and the resulting losses, damages, costs, and expenses (including reasonable attorneys' fees), arising from any claim, action, or proceeding in any way related to your breach or alleged breach of any representation, warranty, or covenant in this Agreement, from your (and your employees, agents, or any third party) acts, negligence, or failure to act. You will also indemnify and defend us and Indemnified Parties from all claims or penalties resulting from or related to damage to property or injury or death to persons caused, or allegedly caused, directly or indirectly, by the Puppy while in your possession or in the possession of any other person at any time after the Pickup Date, whether due to the Puppy's actions or behavior or the Puppy's caretaker's negligence, omission, or international acts.

## 9 Limitation of Liability *NOT AN EXECUTED CONTRACT - FOR SAMPLE ONLY*

- 9.1. Except for the parties' obligations under Section 8, neither party to this Agreement will be liable to the other party for any indirect, special, punitive, or consequential damages, including damages based on loss of revenues, profits, goodwill, or business opportunities.
- 9.2. We will not be liable to you in case of your injury at any event or any location.
- 9.3. If we fail to provide any Services to you, our maximum liability for such failure will not exceed the amount of money we received from you for Services. If the failure to provide any Services is in any way due to your fault, we will not be obligated to provide any refund.

## 10 Excusable Delays

We will not be liable for any delay nor for failure to carry out any other obligations under the Agreement due to fires; strikes; war; epidemics; floods; acts, demands, or requirements of the Government of the United States or of any other State, Province, or Country; or any other cause beyond our reasonable control and without our fault or negligence. If we are unable to perform our obligations under the Agreement because of such events, we will notify you immediately.

## 11 Confidential Information

- 11.1. Confidentiality Agreement.** The parties will keep this Agreement and its terms confidential. The parties will also keep confidential any information that is provided by one party to the other and that is marked confidential. The parties may not use confidential information for any purpose other than performance of this Agreement.
- 11.2. In the event of a dispute, the parties will not publish or communicate the existence or content of such dispute in any way (including any publication in social media) without the other party's prior written consent.**
- 11.3. Survival.** The covenants in Section 11 will survive the expiration or termination of this Agreement.

## 12 Termination

- 12.1. If you terminate this Agreement before we are able to finish performing Services for any reason, we will not be obligated to issue any refund.
- 12.2. Termination of this Agreement for any reason will not discharge either party's liability for obligations incurred under the Agreement and amounts unpaid at the time of such termination.

## 13 Notices

All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's electronic mail address set forth below, or at whatever other address the party specifies in writing. Email is considered writing and will satisfy notice requirements.

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## 14 Restitution

If Buyer breeds a Puppy without Seller's prior written permission, Buyer agrees to pay restitution to Seller in the amount of \$3,500 per puppy birthed and additional reimbursement costs associated with attorney and court fees up to \$50,000. Buyer acknowledges that such restitution and fees are a reasonable compensation for Seller's loss resulting from the unauthorized breeding by Buyer.

## 15 Miscellaneous Provisions

- 11.1 **Entire Agreement.** This Agreement constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties. Except for the Appendix A that we may modify unilaterally at any moment, this Agreement may be modified only in a writing signed by the parties.
- 11.2 **Successors and Representatives.** This Agreement binds and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and (where permitted) assignees.
- 11.3 **Assignment.** Neither party may assign its interests or duties under this Agreement to any third party without the prior written consent of the non-assigning party, which should not be unreasonably withheld.
- 11.4 **Parties' Relationship.** No employer-employee, partnership, joint-venture, or agency relationship exists between you and us.
- 11.5 **Severability.** If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.
- 11.6 **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
- 11.7 **Headings.** Headings are for convenience only and do not affect the interpretation of this Agreement.
- 11.8 **Applicable Law.** New York law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.
- 11.9 **Venue.** The parties consent to the venue of Oneida County, New York, for resolution of any dispute regarding this Agreement. The parties waive the right to a trial by jury.
- 11.10 **Attorneys' Fees and Costs.** The losing party in any litigation or arbitration under this Agreement will pay attorney's fees and any reasonable costs of the winning party. If Seller retains an

attorney in connection with a dispute arising out of this Agreement, whether or not litigation is filed, and Buyer agrees to settle the dispute, Buyer agrees to reimburse Seller for any reasonable attorney's fees incurred by Seller in addition to other related costs and expenses.

- 11.11 **No Waiver.** No term or condition of this Agreement will be deemed waived, nor will there be any estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver will not be deemed a continuing waiver unless specifically stated so, will incorporate only as to the specific term or condition waived, and will not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived. The failure of either party to enforce at any time any of the provisions of this Agreement will not be construed as a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.
- 11.12 **Joint Drafting and Neutral Considerations.** Agreement is a negotiated document and is deemed to have been drafted jointly by the parties. No rule of construction or interpretation will apply against any particular party based on a contention that the Agreement was drafted by one of the parties. Agreement must be construed and interpreted in a neutral manner.
- 11.13 **Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.
- 11.14 **Signatures.** Handwritten, electronic, and facsimile of handwritten signatures on this Agreement will all be deemed original signatures.

Effective Date: \_\_\_\_\_

\_\_\_\_\_*name*\_\_\_\_\_ (referred to as "BUYER" throughout), an individual and resident of the State of New York  
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Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Buyer

*NOT AN EXECUTED CONTRACT - FOR SAMPLE ONLY*

Karen Serianni d.b.a. Deans Creek Doodles (referred to as "SELLER" throughout)

Address: \_\_\_\_\_, Vernon, NY 13476  
Phone: \_\_\_\_\_  
Email: Karen@DeansCreekDoodles.com  
Web: www.deanscreekdoodles.com and www.cnydogtraining.com

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BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Karen Serianni, Owner

EXAMPLE Price of each Puppy:  
Oneida County Sales Tax 0.0875%

Application Fee received  
***BALANCE DUE:***