

Brienwood Poodles

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PURCHASE CONTRACT

Buyer:
Address:

Phone: () Home
() Cell

Email:

Breed: Poodle Standard

AKC Registration Number:

Color:

Sex:

Date of Birth:

Registered Name:

Call Name:

Sire:

Dam:

This agreement is made and entered into this (date) between (Seller), and (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a purebred Poodle from the litter whelped on , of

Shipping/Pick up date:

The seller agrees to sell and the buyer agrees to purchase a puppy from the litter. Purchase options listed:

- a) \$, Full Registration.***
- b) \$, Full Registration with Puppy Back or Stud Usage, see 12 for details that apply***
- c) \$, Full Registration with Litter Back., see 12 for details that apply***
- d) \$, Limited Registration, Spay/Neuter Contract, see 12 for details that apply.***
- e) \$,Other:.***

A \$500.00 deposit is required to hold a puppy and will be non-refundable after 48 hours of receipt unless buyer has reasonable reason not to complete purchase. Deposit maybe transferable to a different puppy or litter. This sale is subject to the following terms:

Buyer Sign: _____ Date: _____

1. ***Seller warrants that the above-described puppy/adult is a purebred Standard Poodle registerable with the AKC and that registration papers will be provided, additional terms may apply. A copy of the pedigree will be provided.***
2. ***Seller warrants that the above-described puppy/adult is in good healthy at the time Buyer assumes ownership. Buyer agrees to have the puppy/adult examined by a licensed Veterinarian within two (2) days of receipt of puppy. Seller does not guarantee against Giardia and/or Coccidia. These are common protozoan's that are often dormant in puppies and are brought out by stress such as shipping and/or a new home. These conditions as well as worms are easily treated and the responsibility of the new owner. Poodles are prone to ear infections do to their down ears. If during vet exam the puppy has any ear issues seller will pay for any medications needed. The buyer agrees to limit the amount of exposure that the puppy has to public areas until all vaccinations have been given (16-18 weeks of age). Sell will only issue refund with life threatening illness.***
3. ***Seller warrants that the puppy/adult sold hereunder is progeny of animals that have been tested for the following genetic defects, including OFA hips, eyes and genetic testing. If said puppy/adult develops any hereditary or genetic defects that threatens the life of the dog to the point that the dog would not survive with out continuous medical intervention or which renders the dog incapable to functioning for the purpose that it was purchase the Seller will replace said puppy/adult. This guarantee is in effect up to 24 months of age and the breeder will take the dog back and replace it with a puppy from a future breeding. If in the event the purchaser opts to keep said dog that is afflicted with a major hereditary defect, breeder wants to support, discuss and would consider remuneration to be mutually agreed upon by both the breeders and the purchaser. If Buyer chooses a replacement of the puppy/adult, Buyer and Seller shall make prompt arrangements within 10 days of receipt of certified letter and Veterinarian certification for return of the puppy/adult should herein to Sellers place of business. Buyer shall be responsible for taking good and reasonable care of the puppy/adult until Seller receives it. Costs and related expenses of returning the puppy/adult to the Seller shall be the obligation of the Breeder.***
4. ***The puppy/adult will carry the Breeders kennel name Brienwood at the beginning of all registrations.***
5. ***Buyer agrees that he/she is not acting as an agent in purchase of this puppy/adult and that Buyer will not sell this puppy/adult or its prodigy to any agent, pet store, bait dog or guard dog business. Buyer agrees not to us a broker or third party to sell any of puppy/adult prodigy.***
6. ***Buyer agrees that if it becomes necessary dispose of, rehome or temporally place the puppy/adult, Buyer will return puppy/adult to the Seller. Buyer agrees that they will not rehome or sell the puppy/adult. Seller is not responsible to return any money back to Buyer.***
7. ***Buyer agrees that they will not talk negatively about the Breeder on Face Book, Face Book Messenger, Forums or any social media, text or email. Buyer agrees to not to imply anything negatively about the Breeder on Face Book, Face Book Messenger, Forums or any social media, test or email. If the Buyer does talk or post implied negatively on Face Book, Face Book Messenger, Forums or any social media, test or email the Seller has the right to take back the dog without question with no monies do back to the Buyer.***
8. ***Buyers of full registration breeding/showing animal, agrees when doing any adverting, posting with intent to sell puppies or stud on social media, website and Facebook pages that they will post dogs full name in addition to the call name. Buyer agrees not to infer that the dog anything on then a Brienwood bred animal. Inferring that the dog is anything other then a Brienwood bred dog is a breach of contract.***
9. ***Buyers of full registration breeding/showing animal, agrees to obtain championship title on this animal prior to breeding unless put in writing by the Breeder. Championship can be made up of AKC Championship or UKC Grand Championship or IABCA International titles in the United States. Buyer agrees to wait until this dog is 2 years of age before breeding and completing health testing prior to breeding. Health test is to be nothing less then what is recommended by the Poodle Club of America. Buyer agrees not to loan out, lease or sublet the dog at any time for breeding. Buyer agrees that this dog will not be used to produce doodles or posted on any doodle websites or webpages. If Buyer breaks any part of section 8, Buyer maybe required to return this animal and any puppies involved to Seller with no monies due to Buyer for breach of contract, in addition they could be asked to pay court fees if court is deemed necessary.***

Buyer Sign: _____ Date: _____

10. Buyer agrees that the puppy/adult will reside at the home of the Buyer, have access to a fenced yard, not to be chained or tethered, housed outside and will be provided with proper housing, a good quality diet, annual shots, exercise and grooming. The Buyer further agrees to follow the vaccination, yearly annual health checkup & NuVet or vitamin similar (daily supplements until 5 months minimum) protocol recommended by the Breeder and agrees the any deviation from this protocol will render the guarantee under this Agreement null and void in its entirety.
11. Buyer agrees that the puppy will be Micro-chipped between four months and one year of age.
12. Buyer is to notify Seller of any physical address change of puppy and update phone number of the buyer changes number.
13. Buyer agrees that any changes after the original agreement is signed, must be made in writing, dated, and approved by the Breeder. Buyer understands that if they breach this agreement, the Buyer could be asked to return the dog to the Breeder with no monies back to the Buyer.
14. The additional terms go with purchase options listed above:
 - a).\$ _____, Full Registration.
 - b)\$ _____, Full Reg with _____ (numbes of) puppy(s) back. Breeder is to gets pick puppy at no later then 7 weeks with not limitations, this is not limited to sex or color or other buyers. Breeder is to agree on both parents. Breeder is to remain as Co-owner on the dog until Breeder receives puppy back.). If Buyer breaches this agreement they could be asked to pay up to \$5000 for loss of use, lawyer fees and court fees. See 14.
 - c)\$ _____, Full Reg with Stud Usage. Buyer agrees to let Breeder use male for breeding of female. Breeding is defined as; Single breeding is male to be used no less than 2- 3 times for breeding to the same girl over a period of 6 days. If Buyer breaches this agreement, they could be asked to pay up to \$5000 for loss of use, lawyer fees and court fees.
 - d)\$ _____, Litter Back. The Breeder has the right to breed the female to the stud dog of there choice. Breeder will breed female between 24 months & 4 years of age. Breeder and Buyer will have any testing they deem necessary for breeding. If Buyer breaches this agreement, they could be asked to pay up to \$5000 for loss of use, lawyer fees and court fees.
 - e).\$ _____, Limited Reg to buyer with Stud Usage to Breeder, Buyer agrees not to have male neutered until Breeder has used or collected male for breeding. Breeder has right to use male or have him collected after 1 year of age. If Buyer breaches this agreement, they could be asked to pay up to \$5000 for loss of use, lawyers' fees and court fees.
 - f)\$ _____, Spay/Neuter Contract. Buyers will receive a copy of the dogs reg until Buyers provide Breeder with proof of spay or neuter by one year of age. At that time the Buyers will receive the official registration. If for any reason the female gets pregnant before she is spayed. The Buyer must contact the Breeder. The Breeder and Buyer with decide together how to deal with the pregnancy or puppies. This also applies to males that have been used as stud. If buyer wishes to use the male as a stud this must be approved by the breeder. The breeder and buyer can then work out a provision to the spay/neuter contract.
13. If Buyer needs Seller to hold puppy longer than a few days (more than 7 days) from puppy release dated, before they can pick up. A care fee of \$5 per day will be due. Pick up day _____ additional days @ \$5_____. Additional care fee \$ _0_ due on _N/A_____.
14. Additional Information:

This Agreement is made and signed by both parties to ensure the wellbeing and protection of the puppy/adult. If the Buyer breaches any part of the agreement, the Seller is released from any obligations under this agreement, for breach of contract with no monies due back to Buyer. If the Buyers breaches any part of this agreement the Seller has the right to sue Buyer for losses and court fees. In addition, the Seller has the right to take the dog back or have the Buyer pay an additional \$5,000 for damages and or loss of use. Buyer agrees that any legal action deemed necessary with take place in Placer County, California.

Seller: _____ **X** _____ **Date:** _____

Buyer: _____ **X** _____ **Date:** _____