



Puppy/Dog Purchase Agreement & Guarantee

This agreement ("Agreement"), dated as of _____ (the "Effective Date"), is between _____ ("Breeder"), and _____ ("Buyer"). The subject of this Agreement is the below-described puppy/dog ("puppy/dog").

Breed: _____
Registry(s): _____
Gender: _____
Color: _____
DOB: _____
Sire: _____
Dam: _____

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$_____ ("Deposit") [shall be due and paid to Breeder upon execution of this Agreement]. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Deposit is non-refundable in all circumstances.
2. **Purchase Price.** The full purchase price of \$_____ ("Purchase Price") is agreed with the balance due in full at pickup or prior to shipping. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via or payments through Breeder' preferred method(s) of payment.
3. **Full or Limited Registration.** The puppy/dog is registrable with _____ and is being sold with _____ registration. Breeder agrees to provide Buyer with all registration papers. Full registration allows show and breeding rights. Limited does not allow breeding rights.
4. **Registration by Buyer.** Buyer shall register the puppy/dog with _____. Buyer agrees to use Breeder's kennel name (NMN) when registering the puppy/dog. Buyer will not change the puppy/dog's registration name without Breeder's prior written consent and will never remove the kennel prefix from the puppy/dog's registration name.



5. **Breeder's Obligations.** Breeder represents and warrants the following:

- a. **Ownership.** Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price.
- b. **State of Health; Short-Term Health Warranty.** The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours or a longer period of time with Breeder's prior written consent. Buyer must notify Breeder that Buyer is unable to obtain an examination within 72 hours of receiving the puppy/dog (the "Examination Period") for the guarantee to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for credit on a new puppy when available. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly EXCLUDES any health issues caused by Buyer's ill-treatment, abuse or neglect, any health issues that result from the puppy/dog's transportation from Breeder to Buyer and all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus, coccidia, giardia), UTIs, vaginitis or umbilical hernias.
 - i. Parvo is a life threatening virus that can be picked up very easily (3 to 7 day incubation period). We vaccinate and take extra precautions to minimize parvo risks. If other puppies at the Breeder's facility have been diagnosed with parvo and your puppy has been diagnosed with parvo within the incubation period, this condition may be covered in the state of health.
 - ii. Buyer MUST agree to a Veterinarian to Veterinarian consult at the Breeders request
 - iii. Parvo expenses must be reasonable and customary per the Breeder's Veterinarian.
 - iv. When Parvo expenses are covered, the expenses paid are at the discretion of the Breeder.
- c. **Long-Term Health Warranty.** Breeder provides a one-year warranty from the puppy/dog's date of birth against any fatal genetic defects. In the event the puppy/dog exhibits symptoms of a suspected or is suffering from a fatal genetic defect, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination if possible. If the puppy/dog is found to have a fatal genetic defect within the one year time period the breeder will replace the puppy with one of equal value when its available. Breeder does NOT guarantee the puppy/dog will never develop any health issues.



- d. **No Other Warranties.** No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an “as is” condition, except as expressly and specifically set forth herein.

6. **Buyer’s Obligations.** Buyer agrees to the following:

- a. **Proper Care.** Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog’s lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog’s immunity to common canine diseases.
 - i. Parvo: Parvo is a life threatening virus that is very easy to contract (see Parvo addendum)
- b. **Veterinary Care.** Buyer will also provide the following veterinary care: routine vaccinations and/or titers to prevent common infectious diseases; routine treatment for internal and external parasites; and annual examination by a licensed veterinarian.
- c. **Care to Prevent Orthopedic Conditions.** Buyer will also provide the following care:
 - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
 - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- d. **Sale Prohibition.** Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- e. **Surrender to Shelter or Rescue.** Under no circumstance should a puppy/dog be surrendered to a Shelter or Rescue. The Breeder must be contacted, and arrangements made to return the puppy/dog to the Breeder.
- f. **Restrictions on Transfer.** If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer’s death or incapacity), at Breeder’s sole election, the puppy shall be returned to Breeder together with duly executed documentation transferring Buyer’s ownership interest in the puppy/dog to Breeder or rehomed by Buyer with Breeder’s prior written approval, in each case without any refunds or payments due to Buyer.



- g. **Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

7. Returns & Refunds

- a. **Health Warranty.** If it is determined by a licensed veterinarian that the puppy/dog was "unfit for purchase" or has a genetic disorder that is identified within the warranty periods described in section 5b & 5c, the Buyer may return the puppy/dog and receive a replacement puppy from the next available litter of equal value, or return the puppy/dog. Returns must be completed within 14 days of the verification of being unfit for purchase. Refunds & Replacement puppy/dog will not be granted until after the puppy/dog has been returned to the Breeder and accessed by their Veterinarian.
- b. **Traits.** The Breeder offers no guarantee of physical traits, including but not limited to, hair length, hair colors, or eye color. If the Buyer determines the puppy/dog does not have the physical traits they desire, the puppy/dog would be considered 'Unwanted' and the buyer should follow Section 7c below.
- c. **Unwanted.** If the Buyer determines the puppy/dog is not a good fit for their home, life circumstances change and the Buyer cannot keep the dog, or any other non-medical reason the puppy/dog is no longer able to live with the Buyer, the puppy/dog must be returned to the breeder. Alternatively, the Buyer may suggest rehoming applicants, with the approval of the Breeder. If, following receipt of a returned puppy, the Breeder decides to rehome the puppy/dog, the Breeder may elect to refund the Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that this does Guarantee a refund.
- d. **Return/Exchange Terms.** Should the puppy/dog be returned or exchanged according to the terms of the contract, the Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, air freight charges, and transport fees.

8. Breeding Rights (If applicable).

- a. **Breeding Prospect.** Breeder acknowledges that the puppy/dog is being sold as a breeding prospect and represents that, at the time of sale, the puppy/dog shows promise of being worthy of being bred as an adult at the time of sale. Buyer acknowledges that due to changes which can occur as a dog matures, and the necessity of health clearances being obtained prior to breeding, breeder is not providing a guarantee that puppy/dog will be of breeding quality as an adult. If puppy/dog fails to pass any health clearances such as hips, elbows or eyes or is otherwise determined by Seller to be unsuitable for breeding, Buyer agrees not to breed the puppy/dog and to promptly have a spay/neuter completed on the puppy/dog (at Buyer's expense) and provide proof of Spay/Neuter to breeder immediately upon completion.



- b. **Breeding Costs.** Buyer is responsible for all costs related to breeding the puppy/dog, including, but not limited to, the costs of health clearances, stud fees, transportation, veterinary care, and whelping and raising the litter.
9. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registries and inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
10. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, Breeder has the right to take full possession of the puppy/dog and its duly signed ASCA and/or AKC transfer papers/registration and all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
11. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
12. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Iowa without regard to the conflicts of laws provisions thereof.
13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise



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remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, One of the NMN Kennels Breeder and Buyer have executed this Agreement effective as of _____.

BREEDER:

BUYER:

Breeder Signature

Buyer Signature

Name: _____

Name: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone #: _____

Phone #: _____

Please feel free to follow us on facebook and leave us a review of NMN KENNELS. We would love for you to join our facebook group NMN pupdates, keep us updated, and share pictures of your fur babies with us and the other NMN family. Again welcome to the NMN family.



Parvo Addendum

Parvo is a life threatening virus that is very easily picked up from people and places. NMN Kennels takes extra precautions by vaccination and cleaning with Parvo killing disinfectants. If NMN Kennels sends a puppy to a new home we have no reason to believe the puppy is infected with Parvo. Regardless of the precautions taken by the breeder and the owner, Parvo can still become a reality.

The Owner should NOT do any of the following until fully vaccinated:

- Introduce puppies and/or dogs not part of your family
- Go to dog parks
- Walk the puppy in public places
- Take your puppy on play dates
- Set the puppy down on the floor at the Veterinarian office
- Take your puppy to the pet store
- Bring an additional puppy into the home

The following precautions should be taken by the Owner:

- Clean shoes with bleach or peroxide disinfectants to prevent tracking parvo into your home
- Take your puppy outside to potty in areas dogs outside of your home do not frequent
- Ensure you have acquired a vet visit for your new puppy within 72 hours (per contract requirements)

Please see the main contract for the State of Health warranty.

I _____ agree that I will follow the Parvo guidelines.

Signature of Buyer