

AGREEMENT, made of	on between Alyssa McCarter of Agape Standard Poodles
(hereinafter, Breeder	r), and (hereinafter, Buyer).
WHEREAS,	Breeder is the seller of the following described Puppy (hereinafter, Puppy): Date of birth: Sex: Color: Puppy Registration #: Puppy Microchip#: Sire's Reg Name: Sire's Reg #: Dam's Reg Name: Dam's Reg #:
WHEREAS,	Buyer(s) desires to purchase Puppy for the total amount of <u>\$ 2,500</u> due in full at time of pickup or 24 hours prior to transportation arrangement scheduled pickup;
WHEREAS,	Buyer and Breeder understand that "Limited" Purchase Agreement means that Puppy is to be spayed/neutered as described herein;
THEREFORE,	the parties agree as follows:
	I. TERMS
	red to place <i>Agape</i> as the first word in Puppy's name when applying for Puppy's AKC on papers. The remainder of the Puppy's name is the Buyer's choice.
does not assisting a. If Bre requi b. If at a	ed that if, for any reason at all, Buyer feels that the dog, despite his/her best efforts, simply work out at any time during Puppy's life, Breeder has first choice in taking Puppy back, or the individual in finding a new and appropriate home. eder does take Puppy back due to personal reasons on behalf of Buyer, no money is red to be refunded. ny time Buyer is cited by legal authority for animal endangerment/neglect/abuse, etc., ler will have authority to take the animal back with no refunded money rewarded back to
a. Pupp Pupp i. b. A lice his/h incisi c. Once d. If Buy any k	rees that it is PROHIBITED to breed this dog and/or register offspring. y must be spayed/neutered no later than twenty four (24) months from the birth of your Spay/neuter must take place no later than:



- ii. Once spay/neuter has taken place and terms of entire section III of this agreement are met, Breeder will relinquish co-ownership so that Buyer becomes sole owner of the dog.
- e. If whether by accident or intent, Buyer breeds Puppy (of any kind, purebred or mixed breed) who was sold on Limited Purchase Agreement, the following actions may be taken:
 - i. All health guarantees will be null and void;
 - ii. This agreement will be breached and result in Breeder will decide to require either:
 - 1. immediate removal of Puppy from Buyer at his/her expense, with no refund; or
 - 2. Buyer will be fined \$5,000 and Puppy is to be spayed/neutered as soon as possible and no other litters are to be born, or Puppy will be removed in accordance with III.e.ii.1 after the fine is paid; or
 - 3. legal action will be taken against Buyer.
- IV. Breeder will not be responsible for any vet costs incurred by the Buyer after the dog's delivery.
- V. Buyer will inform Breeder of any location/address changes during Puppy's lifetime.

II. HEALTH GUARANTEE

- I. Puppy is defined as a register-able Standard Poodle and has been health checked by Breeder's licensed Veterinarian on the following date: ______ and visit is documented on the Veterinarian Visit Health Clearance form provided to Buyer at pick up.
- II. Breeder guarantees Puppy to have all age appropriate shots and been on an appropriate de-worming schedule as recommended by Buyer's licensed Veterinarian.
- III. Puppy is guaranteed of good health up until it is 24 months which is on: _____
 - a. For two years, from date of Puppy's birth, if Puppy should contract or have issues from the following diseases, that have been tested for and attested to in writing to Breeder, Breeder will provide the purchaser with a replacement puppy as soon as such a puppy is available:
 - i. Neonatal Encephalopathy with Seizures;
 - ii. Degenerative Myelopathy;
 - iii. Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration;
 - iv. Von Willebrand Disease I
 - b. Breeder does not guarantee against any auto immune disorders/diseases.
 - c. Heart murmurs up to grades 1 and 2 are considered congenital health defects however they often times will go away. Therefore, they are excluded for refund or exchange for a different puppy.
 - d. Hernias, and teeth alignment are other issues which can be fixed and/or do not harm the puppy and therefore is excluded for refund or exchange.
 - e. All veterinarian costs and shipping costs to return Puppy are Buyer's responsibility.
- IV. Parvovirus is not covered under the Health Guarantee and Breeder is not liable if Puppy contracts said disease after leaving Breeder's care.
- V. Breeder is not liable for any injury to Puppy after leaving Breeder's care.



- a. If Buyer uses a transport company or other representative/individual to transport Puppy, be it known that:
- i. Buyer is financially responsible for such service and must procure service on his/her own. Breeder is not responsible for procuring such service.
- ii. Breeder is not liable for any injury or disease that could occur during said transport;
- iii. Buyer assumes all responsibility from the moment Puppy leaves Breeder's care.
- iv. If using a transport company or individual to transport puppy, please fill out:

Transport Company:	
Individual Name:	
Phone Number:	

- VI. Buyer agrees to have Puppy checked by a licensed veterinarian within 3 days from when Buyer picks it up.
 - a. If Buyer fails to do so, the Health Guarantee is null and void;
 - b. If any defect, life threatening or one which would lessen Puppy's quality of life, and other than the one noted above is found by Buyers Veterinarian, an explanation from Buyer and a signed statement from the Veterinarian must be given to Breeder. Options will be given depending on the severity;
 - c. If need be and agreed upon by Breeder and Buyer, Puppy must be returned to Breeder in the same condition as it was sold originally
- VII. The Health Guarantee is not valid if the dog is ever sold or given to a third party.
- VIII. Other Terms of this sale: _____

Breeder neither makes nor implies any warranties, or guarantees, expressed or implied, other than those stated in this agreement. This document constitutes the entire agreement between Breeder and Buyer with respect to this sale and is not transferable to any other person(s).

AGAPE STANDARD POODLES

BUYER

Alyssa McCarter Owner/Breeder Phone: 361-563-9617 Email: <u>agapestandards@gmail.com</u> www.agapestandardpoodles.com Name: Address: Phone: Alt Phone: Email: