

Oeuvre Poodles Puppy/Dog Purchase Contract
(Limited Registration)

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

REGISTRY: AKC American Kennel Club (UKC upon request if wanting to do events and sports in UKC)

REGISTERED NAME: Oeuvre ___

CALL NAME:

REGISTERED NUMBER:

SEX:

COLOR:

DATE OF BIRTH:

MICROCHIP #:

SIRE: TBD (AKC REG NO)

DAM: TBD (AKC REG NO)

Puppy will be picked up on _____, in _____.

Deposit received on _____ in the amount of ____.

Total due \$4,000.00

The Breeder and Buyer agree as follows:

Waitlist/Puppy Deposit

A non-refundable waitlist/puppy deposit of \$500 will be due and paid to Breeder at the time of ultrasound. This is to show good faith that the Buyer is interested in purchasing a puppy/dog from the Breeder. If the Breeding does not take, the waitlist deposit will be refundable or transferable to the following litter.

The Deposit shall be applied to the final Purchase Price \$4,000 ("Purchase Price") with the remaining balance of \$3500 due at 12 weeks of age.

Purchase Price

The purchase price of _\$3,500_ ("Purchase Price") is agreed with the balance due in full upon Buyer's pick of the puppy/dog at 12 weeks of age. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be paid to Breeder. If balance is not paid when it is time for puppy to go to new home, then contract is null and voided. Breeder reserves the right to refuse a sale and refund at any time.

Puppy Pick Up and Extended Stay

Puppies may be picked up by buyer once they are 12 weeks old at Breeder's residence or determined between Buyer and Breeder.

If the Puppy/Dog needs to stay longer than the agreed upon date, a boarding fee of \$25 per day, plus any vaccines or vet care, will be paid in full to Breeder before pick up.

Limited Registration

The puppy/dog is a Purebred Miniature Poodle registrable with AKC and is being sold with Limited AKC registration. No breeding rights. The puppy may still compete in all AKC performance events including obedience, rally, agility, scent work, trick dog, tracking, field work, dock diving, therapy, flyball, disc dog, coursing, barn hunt, Fast CAT, etc. Breeder agrees to provide Buyer with all AKC registration papers, which will be emailed through AKC. If you wish to register your puppy with any other registry, you must acquire written permission from breeder.

Registration by Buyer

Buyer will not change the puppy/dog's registration name Oeuvre _____ without Breeder's prior written consent and will never remove the kennel prefix "Oeuvre's" or "Oeuvre" from the puppy/dog's registration name.

Unauthorized Breeding

The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. Buyer understands if at any time the puppy/dog has produced any offspring, poodles, doodle, mixes or designer mix breed, including merle poodles, Buyer will return the puppy/dog to Breeder and will pay a \$10,000 fine within 30 days of whelping, plus expenses and court costs to Breeder.

If Buyer purchases this poodle and then sells it or gives it to another breeder or to someone with the intent to breed the puppy/dog, the original Buyer is responsible and will pay for any and all damages to breeder's program and reputation in addition to the \$10,000 fine. Any suit will be tried in the Breeder's Country, State and County.

Breeder's Obligations

Breeder represents and warrants the following:

Ownership

Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price. Breeder agrees to microchip said puppy with a microchip. Breeder will be the alternate contact for the remainder of the life of said puppy, and the Buyer will be the primary contact with the microchip database. This way the Breeder will be notified immediately if the puppy/dog is lost or placed in a shelter, and the Breeder can contact the Buyer in the event their information is not on the microchip.

Health Testing

The Breeder guarantees that both the Sire and the Dam of the puppy/dog have both had the breed specific health clearances performed and certified. These include the required testing listed by the Poodle Club of America (PCA), and OFA recommendations. Health testing of the Sire and Dam will be available for the Buyer to verify on OFA.org, oeuvrepoodles.com, or printed for their records.

Raising Puppy/Dog

Breeder agrees to raise puppy/dog in a safe, indoor environment, and use Puppy Culture for age-appropriate socialization. Puppy/dog will have early exposure to grooming since this is an essential life skill, as well as positive introductions to kennel training. Breeder will be using specially designed traction mats for the first 3-4 weeks of life, as part of a program through The Institute of Canine Biology to mitigate future development of hip dysplasia.

Vaccination and Deworming

The puppy/dog will be vaccinated and de-wormed properly for the puppy/dogs present age. Breeder will provide accurate health records for this puppy/dog to Buyer that will be needed for the puppy/dog first vet visit with the Buyer.

Temperament Testing

Breeder agrees to temperament test the puppy/dog via Volhard Temperament Test or equivalent, at or around 12 weeks old from an outside, unbiased knowledgeable evaluator. This evaluation assesses the puppy/dog various strengths and weaknesses at the time of testing. This can provide some predictive clues to the puppy/dog personality, sociability, and potential trainability. The testing helps to determine which puppy/dogs have the most suitable personalities for their future homes. Like any test, a puppy temperament test can assess qualities at that point in time. Environment, fear stages, and age plays a significant role, and temperament can be affected by the environment the puppy goes into.

Choosing the Puppy

After structural evaluations are completed at 12 weeks of age, the Breeder will help buyer in choosing their puppy by sharing all testing results, personalities, information. However, there is no guarantee of dog size, final color (colors can fade or change), temperament, or performance ability. For puppy/dogs placed as performance-sport partners or therapy dog candidates we do NOT guarantee the ability of the puppy to qualify as a prospect, they are only being placed with the potential to do so.

Receiving Your Puppy/Dog

The puppy/dog will go home with a copy of this signed contract, microchip information, vet paperwork, administered vaccines/deworming, pet insurance trial offer, information on raising the puppy/dog, items that will help the puppy/dog adjust to their new home and AKC limited paperwork. Breeder recommends that Buyer maintain pet insurance for the life of the puppy/dog. 30 days of insurance will be provided to the Buyer at no cost starting immediately after pick-up.

Lifelong Support

The Breeder will help you find resources regarding training, help with questions, concerns, events, etc., all throughout your puppy/dog's life. The Breeder has a Facebook Puppy Page, specifically made for their puppy homes, where each home can share successes, tips, questions and updates with littermates and the Breeder. The Breeder can be reached anytime with questions through Facebook, phone, or email.

Breeder will take back puppy/dog for whatever reason and age. In the event the Buyer is unable to keep the puppy for any reason for the life of the dog, the Buyer agrees to immediately return the puppy and signed AKC, UKC, and microchip registrations to the Seller at Buyer's cost without financial restitution. The puppy may be returned to the Breeder for any other reason that is in the best interest of the puppy at Buyer's cost without financial restitution. As a responsible breeder, the Breeder never wants the puppy to go to a shelter or rescue organization, or to end up in a puppy mill.

Seller and Breeder acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Buyer to uphold Buyer's future obligations under this contract. In such circumstances, Buyer must immediately notify Breeder and Breeder shall have the right to take full possession of the puppy. If Breeder does take possession of the puppy, Buyer will not be entitled to any compensation from Breeder nor be obligated for any future care of the puppy but shall not be absolved or released from any past violations of this contract nor damages sustained by Breeder as a result thereof.

If the Buyer places the puppy in a shelter, rescue, or unauthorized breeding program Buyer agrees to pay the Breeder compensation of \$10,000 plus any legal, transportation fees within thirty (30) days for the Breeder to take possession of the puppy from any such organization.

State of Health

Short-Term Health Warranty

The puppy has been physically examined, microchipped, dewormed, received puppy vaccines required for its age, by a licensed veterinarian. All puppy/dogs are examined by a licensed Veterinarian and given a clean bill of health before they leave the Breeder's home. To the best of the Breeder and Veterinarian's knowledge, the puppy has no known diseases or illnesses.

1. Buyer agrees to take the puppy to a licensed veterinarian within **(3) days** of pick up. If puppy is found to have a disease that is untreatable or found to have a hereditary disease, a letter from the Licensed Veterinarian stating the problem must be presented to the seller within 3 business days of delivery. In this case, the puppy will be returned to the Breeder within 5 days and a refund of the full purchase price—not including transportation—will be given to the Buyer and therefore ending this contract entirely.

2. The breeder will NOT be responsible in any way for any debts or expenses including vet expenses or travel expenses incurred by the said puppy buyer(s) for any reason.

3. Veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer. The foregoing warranty expressly excludes any health issues caused by Buyer's ill-treatment, abuse, neglect, injuries that occurred while with the buyer, any health issues that result from the puppy/dog's transportation from Breeder to Buyer and all minor illnesses and health issues. This including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, ear infections, vaginitis or umbilical hernias.

Long-Term Health Warranty

We make our breeding decisions carefully and try to minimize the risk of common health concerns in the breed by making sure the Sire and Dam have passed and are tested to OFA and PCA standards. This dog is guaranteed free from serious inheritable diseases that affects their ability to live a happy, healthy, normal and pain free life.

The Breeder provides a health guarantee for the following orthopedic genetic health issues for three (3) years from the date of birth:

Hip Dysplasia

Hip x-rays must be submitted to the Orthopedic Foundation for Animals (OFA) after 24 months of age. Hip x-rays cannot be accurately evaluated for genetic hip defects prior to the age of two, therefore we do not honor preliminary exams.

Alternatively, PennHip is an advanced, quantitative hip-screening method that measures canine hip laxity to predict the risk of osteoarthritis and canine hip dysplasia (CHD). This test can be performed at any age by a certified veterinarian.

In the unlikely event that your poodle's hips fail or are rejected by the OFA, then you will receive our guarantee if the following conditions are met.

- Hips must not be x-rayed 30 days before or after a female's heat cycle or if pregnant.
- The dog must not have been spayed/neutered prior to 1 year of age.
- The dog cannot have been bred intentionally or accidentally.
- The guarantee is for genetic hip dysplasia only and not damage due to internal or external physical injury or from any kind of mistreatment, malnutrition (too much food or poor-quality food) or excessive stress on joints (too much exercise as a puppy, such as daily jumping up and down from a truck bed).

Patellar Luxation

Patella testing in dogs involves a veterinarian performing manual palpation to check if the kneecap (patella) moves outside its groove (luxation). We do not honor preliminary exams. Your poodle must be tested by a board-certified veterinarian after 12 months of age. If your poodle is

diagnosed with luxating patellas, then you will receive our guarantee if the following conditions are met.

- The dog must not have been spayed/neutered prior to 1 year of age.
- The guarantee is for genetic patellar luxation only and not damage due to internal or external physical injury or from any kind of mistreatment, malnutrition (too much food or poor-quality food) or excessive stress on joints (too much exercise as a puppy, such as daily jumping up and down from a truck bed).

The Breeder provides a health guarantee for non-orthopedic genetic health issues for three (3) years from the date of birth for:

- Ocular disease resulting in blindness as determined by a boarded ACVO Ophthalmologist
- Congenital deafness as determined by the BAER test
- Life threatening Cardiac issues must be determined by a licensed veterinarian cardiologist and submitted to OFA.
- Affected CDDY/IVDD as determined by an OFA approved laboratory
- Affected von Willebrand Disease (vWD) bleeding disorder as determined by an OFA approved laboratory
- Affected Neonatal Encephalopathy (NE) neurological disease as determined by an OFA approved laboratory
- Affected Degenerative Myelopathy (DM) of the central nervous system as determined by an OFA approved laboratory

If the Puppy/dog is found to be affected by one of the life threatening or crippling genetic health issues listed above,

Breeder requires:

- Certification from the treating veterinarians that the defects were caused by genetics only without question. The defects must be determined to NOT have been caused by an accident, poor body health, environment, early spay/neuter, abuse, or obesity.
- Documentation from a licensed veterinarian, and any relevant laboratory results, must be given to the breeder, and Buyer must give permission for veterinarian to talk to the breeder and share the dog's complete health records (from all vets).
- Breeder reserves the right to have the puppy/dog examined by a secondary veterinarian of their choice, acquire DNA testing or check microchip to determine the puppy/dog is one of their lineage and health status at the Buyer's expense.
- Buyer must provide a signed statement including the puppy's microchip number from the veterinarian showing the date and specific reason of defect plus supporting conclusive testing results and/or x-rays. If the puppy is found by a licensed veterinarian to have one of the life-threatening or crippling genetic health issues listed above, then a replacement puppy of equal value will be given when available (same color or markings not guaranteed).

I will never ask you to return your beloved puppy to get the replacement puppy, unless that is your desire. If breeder does not have a litter due within a reasonable time frame (within 14 months of defect determined) Breeder shall refund the cost of veterinarian care for the defect up to half of the puppy's purchase price upon proof of spaying/neutering of Puppy.

If the puppy/dog dies within the guaranteed time frame, breeder is to be immediately notified. If the cause of death is suspected to be a hereditary/congenital, a necropsy must be performed. The necropsy must be done by a veterinarian of the breeders choosing, or approved by the breeder. The results must be provided to the breeder in order for the guarantee to be honored and at Buyer's expense for Buyer to claim warranty from breeder.

The health guarantee does not cover accident, injury, neglect, mistreatment, or mishandling by the Buyer. The health guarantee does not cover any non-genetic disease, contagious illness, or defect including but not limited to parasites, umbilical hernia, bite problems, allergies, ear conditions, fleas/ticks, dewclaws, eye tearing, heartworms, autoimmune conditions, gastric torsion, infections, sebaceous cysts or adenomas, hypoplastic vulva in females, and cryptorchidism in males.

Transportation, veterinary care and its associated costs are the responsibility of the Buyer. It is understood that breeder is never responsible for veterinarian bills, transportation costs, or return of purchase price.

Buyer's Obligations

Buyer agrees to the following:

Shipping Costs

Buyer(s) agrees to pay any and all shipping costs incurred either upon purchasing the puppy or in the event of forfeiture and return of said puppy. Any puppy shipped by air must be provided with no less than counter to counter quality of service.

Proper Care

Proper care and humane treatment including an adequate and nutritious diet, clean water, safe and clean living and travel conditions, regular grooming (every 4-6 weeks, including regular nail trims), adequate exercise, regular veterinary care from a licensed veterinarian a minimum of once a year for the life of the dog, kind and responsive human companionship, and training in appropriate behavior. Buyer will provide Veterinary care in events of accidents or emergencies.

Indoor Companion

The puppy is intended as an indoor companion and is not to be tied or otherwise tethered outdoors as the primary confinement. The puppy should never be allowed to roam free unsupervised outside of the puppy buyer's property. For safety, the puppy should have a pet carrier for car transportation and while unsupervised at home. The puppy should never be

transported in an open bed of a pick-up truck unless safely crated. Children should not be allowed to play with the puppy unsupervised.

Puppy Classes and Titles

If the Buyer enrolls the puppy/dog in a basic obedience class they will be “refunded” the value of the class from their puppy price. This will be a one-time payment per puppy from the Breeder to the Buyer with a maximum value of \$250.

A well-behaved puppy will be an enjoyable pet for many years of companionship. Breeder highly encourages the Buyer to earn an AKC CGC obedience title at minimum to demonstrate the puppy is a behaved community member. The program teaches the basics of good manners and obedience, instilling the values of responsible ownership, and strengthening the bond between the Buyer and puppy at home and out in the community.

A one-time payment of \$25 will be paid to the Buyer from the Breeder for earning any AKC title with their dog/or puppy.

Feel free to ask the Breeder for training facility recommendations.

Care to Prevent Orthopedic Conditions

1. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight. When a puppy/dog is overweight, it can affect their hips, joints, and health.
2. Age-appropriate exercise to maintain the puppy/dog in good condition, but no forced exercise.
3. 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.
4. Avoidance of strenuous activities such as excessive stair climbing before the age of six (6) months and agility training, excessive jumping, and running beside a bike before the age of one (1) year which add strain to joints and growth plates affecting proper development.
5. Not spaying/neutering the puppy/dog before 12 months of age.

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.

Restrictions on Transfer

If for any reason within the puppy/dog’s lifetime, the Buyer cannot or keep the puppy/dog

any longer or can no longer take proper care of the puppy/dog, the Breeder will be notified immediately and will have the first choice to either: (a) take the puppy/dog back, or (b) assist the Buyer in finding a suitable home for the puppy/dog.

The Buyer agrees that neither he/she nor the Buyer's estate/executors may sell this puppy/dog or transfer ownership of this puppy/dog without the Breeder's knowledge and written consent. The puppy/dog shall not be sold, transferred, rehomed, or given to any individual, any retail, any shelter, any veterinarian, or any wholesale establishment for sale or resale to the public, or to any research institution where medical experimentation or other practices may take place, without the knowledge and written consent of the Breeder. Under no circumstances may the Buyer transfer ownership of the puppy to any party not included on this original contract of sale.

In the event of serious life changes, death, or incapacitation of the Buyer, any next of kin guardian representative must be listed in this contract or the puppy will be returned or the Seller without financial restitution. Upon the death of the puppy, Buyer agrees to promptly notify the Seller of the date and cause. No monetary reimbursement will be provided, and the contract will be nullified at the time of buyer relinquishing puppy back to the Breeder.

Spay/Neuter Provision

Buyer agrees to have the puppy sterilized between the age of one (1) to two (2) years, and Proof of spay/neuter must be sent to the breeder after the procedure is complete. Acceptable methods of sterilization performed by a licensed veterinarian include: ovary sparing spay/hysterectomy, laparoscopic ovariectomy, or traditional spay for females and vasectomy or traditional neutering for males.

There are long term effects on the health of the dog if spayed/neutered too early. Issues from being spayed or neutered too early can include unbalanced growth, hip dysplasia, connective tissue issues, endocrine issues, tumors/sarcomas, decreased lifespan, autoimmune issues.

Liability

Buyer agrees to release and hold harmless the Breeder and Stud owner from any and all liability, damages, or injuries caused either directly or indirectly by the puppy to any person, whether actual or legal, or to any property, whether real or personal. Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional, or economic, to any person, whether actual or legal, or to any property, whether real or personal.

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.

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 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.

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 Massachusetts without regard to the conflicts of law’s provisions thereof.

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 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, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

Signature _____ Date _____

Courtney Carter
Address 1
Address 2
Phone Number
oeuvrepoodles@gmail.com

Signature _____ Date _____

Puppy Buyer
Address 1
Address 2

Phone Number
Email