

CONTRACT FOR SALE OF PUPPY

(Private Sale)

This Agreement is entered into as of _____, 20__ (the "Effective Date"), by and between:

Seller:

Name: _____

City / State: _____

Phone: _____

Email: _____

Buyer(s):

Name(s): _____

Address: _____

Phone: _____

Email: _____

1. Puppy Description

Puppy Name / AKC Registered Name (if any): _____

Breed: _____ Sex: _____

Color / markings: _____

Date of birth: _____

Dam: _____ Sire: _____

Microchip # (if any): _____

Registration:

The parties agree that the puppy will be sold with:

- ☐ Limited AKC registration (companion / pet only – no breeding rights)
- ☐ Full AKC registration (only if mutually agreed in a separate writing)
- ☐ No registration papers

If Limited AKC (or "pet") registration is selected, Buyer agrees the puppy is sold strictly as a companion animal and will not be used for breeding. Any breeding of a pet-quality puppy constitutes a material breach of this contract.

If puppy is sold as Limited AKC registerable, Limited AKC registration papers will be provided to Buyer only upon Seller's receipt of written proof from a licensed veterinarian that the puppy has been spayed or neutered.

2. Purchase Price and Payment

Total purchase price: \$_____

Deposit previously paid (if any): \$_____ (non-refundable except as expressly provided in Section 3)

Balance due at transfer of physical possession: \$_____

Ownership and all risk of loss transfer to Buyer upon full payment and physical delivery of the puppy. This contract becomes legally binding when signed by at least one Seller and at least one Buyer.

3. Health at Transfer and Limited Remedies

Seller has had the puppy examined by a licensed veterinarian prior to transfer. The puppy has been dewormed on a regular schedule and given age-appropriate vaccinations. Written health records will be provided at transfer.

A. Short-Term Health Window (48 Hours, Excluding Sunday and Holidays)

Buyer shall have the puppy examined by a licensed veterinarian within forty-eight (48) hours of taking physical possession, excluding Sunday and holidays.

If, within that window, the examining veterinarian provides written documentation that the puppy has a terminal health issue that existed at the time of transfer, and such documentation is presented to Seller within the examination window, Seller shall refund one hundred percent (100%) of the purchase price actually paid (less any non-refundable deposit and any shipping costs), provided the puppy and any registration papers are returned to Seller at shared shipping expense. Seller reserves the right to speak with the examining veterinarian and/or to obtain a second opinion from a veterinarian of Seller's choice within five (5) days of the original diagnosis before any refund is issued. Common, treatable conditions (parasites, coccidia, giardia, kennel cough, mild GI or respiratory upset, minor hernias, etc.) are not considered terminal.

Failure to obtain and provide written results of such examination within the 48-hour window (excluding Sunday and holidays) constitutes Buyer's acceptance of the puppy's health and condition as of transfer.

B. Limited 12-Month Provision for Life-Threatening Hereditary/Genetic Defects

Seller provides a limited remedy solely for life-threatening genetic or hereditary defects that significantly limit the puppy's quality of life or cause the puppy's death, provided the defect is diagnosed and documented within twelve (12) months of the date Buyer takes physical possession (or by the puppy's first birthday, whichever is earlier).

Explicit Exclusions (not covered under any circumstances):

- Allergies of any kind (environmental, food, contact, insect-sting including bee/wasp stings, medication, or other), even if the allergic reaction is severe, anaphylactic, or fatal.
- Cosmetic or non-life-threatening genetic conditions (including but not limited to kinked tail, rear dewclaws, alopecia, periodontal disease, undescended testicles, mild orthopedic variations, etc.).
- Hernias of any kind (including umbilical or inguinal hernias).
- Parasites, contagious diseases acquired after transfer, injuries, neglect, or any condition arising after the puppy leaves Seller's care.

Determination of whether a condition constitutes a covered life-threatening hereditary or genetic defect (subject to the exclusions above) shall be made by the unanimous written opinion of two licensed veterinarians mutually agreeable to both parties, or, if the parties cannot agree, by a veterinarian selected by Seller. The cost of such opinions is borne solely by Buyer. Seller also reserves the right to a second opinion by a veterinarian of Seller's choosing within five (5) days of any diagnosis.

Because Seller is a private individual who cannot provide a replacement puppy, the sole and exclusive remedy under this Section 3.B is a partial refund equal to twenty-five percent (25%) of the purchase price actually paid by Buyer. **There are no cash refunds beyond the limited 25% remedy described herein, and no replacement puppies will be provided.**

To qualify for the 25% partial refund, Buyer must satisfy all of the following:

1. Notify Seller in writing within twenty-four (24) hours of any serious illness and follow the reasonable advice of Seller's veterinarian (or obtain written concurrence from Buyer's veterinarian that such advice is unreasonable);
2. For death, arrange an autopsy (and, if requested by Seller, DNA verification) performed by Seller's veterinarian or a veterinarian of Seller's choice within twenty-four (24) hours of death (or as soon as reasonably practicable), at Buyer's sole expense, and provide the full results to Seller;
3. Return the living puppy (or provide proof of death, autopsy, and any required DNA results) together with any registration papers and current health records to Seller at Buyer's sole expense; and
4. Demonstrate that the puppy has been kept current on all vaccinations according to AVMA guidelines and has received appropriate veterinary care.

C. Events That Void All Guarantees and Remedies

All guarantees and any refund obligation under this Agreement become null and void upon any of the following (illustrative, not exclusive): injury (accidental or otherwise), falls, drops, drowning, choking, any poisoning, dehydration, heat exhaustion/stroke, hypothermia, freezing, crushing, attack by another animal, endangerment by a child or other person, fire, explosion, unauthorized surgery or anesthesia, broken bones, convulsions, seizure, stroke, insect/snake/plant poisoning, drug reaction or overdose, starvation, poor diet, suffocation, vehicular accident, abandonment or limited abandonment, cruel or inhumane living conditions, neglect, abuse, or any other failure of proper care while the puppy is in Buyer's possession or under Buyer's responsibility.

There is no guarantee, written or implied, regarding the dog's eventual size, weight, coat color, coat length, eye/nose/pad/nail color, temperament, disposition, conformation, breeding ability, or suitability for show or competition. No guarantee is made against parasites or allergies of any kind.

D. Veterinary Expenses

Seller is not responsible for any veterinary bills of any type once Buyer has taken possession. This includes (without limitation) parasites, stress-related illness after transfer, pregnancy, surgery, breeding, or general care. All veterinary expenses are the sole responsibility of Buyer.

E. Buyer's Ongoing Care and Record-Keeping Obligations

Buyer agrees to:

- Have the puppy examined by a licensed veterinarian within 48 hours of receipt (excluding Sundays and holidays);
- Maintain accurate records of all veterinary care, vaccinations, and fecal analyses;
- Keep the dog current on immunizations and heartworm preventive; and
- Immediately seek veterinary care for any illness and follow all prescribed treatment.

All guarantees are nullified if Buyer cannot produce records from a duly licensed veterinarian at the time a claim is made. Written proof will be required.

4. Rehoming / Return Obligation

If Buyer is unable or no longer desires to keep the dog for any reason, regardless of age, Buyer is under legal obligation to notify Seller. Seller reserves the right to negotiate terms for the return and/or placement of the dog and agrees that the dog will always have a home available

with Seller. The dog is not to be placed or “rehomed” with its reproductive organs intact, nor sold to another breeder, without Seller’s prior written approval. Any such placement without notification and approval is a material breach of this contract.

5. As-Is Sale and Limitation of Liability

EXCEPT SOLELY FOR THE LIMITED REMEDIES SET FORTH IN SECTION 3, THE PUPPY IS SOLD AS IS AND WITH ALL FAULTS. Seller makes no other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and disclaims all such warranties to the maximum extent permitted by Oregon law. Buyer acknowledges that Buyer has had the opportunity to have the puppy examined by a veterinarian of Buyer’s choice and is not relying on any representation, statement, promise, or guarantee by Seller that is not expressly contained in this written Agreement.

Seller’s total aggregate liability under this Agreement shall not exceed the purchase price actually paid by Buyer. In no event shall Seller be liable for indirect, incidental, special, consequential, or punitive damages of any kind.

Buyer initials acknowledging the limited remedies in Section 3 (including the explicit exclusion of allergies and cosmetic defects), the extensive exclusions, the AS-IS nature of the sale, and the limitation of liability:

Buyer Initials: _____

6. Governing Law, Venue, and Miscellaneous

This Agreement is governed by the laws of the State of Oregon. Any litigation arising out of or relating to this sale shall be brought exclusively in the state or federal courts located in Marion County, Oregon.

This document constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. If any provision is held unenforceable, the remaining provisions continue in full force. Electronic or counterpart signatures are acceptable and binding.

Note: This contract is not binding until signed by at least one (1) Seller and at least one (1) Buyer. Immediately upon signature by at least one party from each side, this contract becomes a legal and binding document.

SIGNATURES

Seller: _____ Date: _____

Printed Name: _____

Buyer: _____ Date: _____

Printed Name: _____

Additional Buyer (if applicable): _____ Date: _____

Printed Name: _____