

Wonderful World Doodles

Puppy Purchase Contract

This Puppy Purchase Agreement (“PPA”) entered into between Lizzy Smith, acting in behalf of Wonderful World Doodles, LLC (“Breeder”), and _____ (“Buyer”), for the purchase and sale of a (“Puppy”) in exchange for a final price of Puppy being \$ _____. This PPA fully incorporates and integrates all former oral and written terms and communications between Breeder and Buyer and excludes any terms and conditions not explicitly written in this PPA. Breeder expressly disclaims any warranty for merchantability and fit for a particular purpose. Breeder makes no warranty as to any future health of Puppy except for being subject to this PPA. Puppy is being sold with either full breeding rights or limited breeding rights. This PPA sets forth the terms and conditions related to limited breeding where and when applicable to the purchase price.

RECITALS

WHEREAS Buyer wishes to purchase a puppy from Breeder;

WHEREAS the dog is identified as:

- a. Breed _____
- b. Sex _____
- c. DOB _____
- d. Name _____

WHEREAS Breeder has agreed to sell Puppy _____ with/ _____ without breeding rights.

WHEREAS the parties have agreed to terms listed within this PPA;

WHEREAS the parties enter this Agreement for the benefit of both Breeder and Buyer;

NOW THEREFORE:

DEFINITIONS

“**Closing Date**” means the date in which the Puppy is transferred to Buyer for and in consideration of a predetermined monetary value stated in § 1.1, at which point this Agreement will be executed and finalized.

“**Dam**” means the female mother of Puppy.

“**Sire**” means the Male used to impregnate the Dam.

“**Breeding**” means that impregnating of a Dam for purposes of having a litter.

“**Litter**” means offspring of a Dam where at least one puppy survives.

“**Purchase Abandonment**” means Buyer fails to reasonably communicate with Breeder as to pick-up dates, choice of Puppy, or other important and necessary communication as deemed important through industry standards.

“**Not Fit for Sale**” means that Puppy should not have been sold under the condition Puppy is currently in at the time of the veterinarian visiting order to be a pet for Buyer.

“**Full Breeding Rights**” means the right to bring Puppy to a future dog of the opposite sex in order to create offspring.

“**Limited Breeding Rights**” means the right to breed is not being purchased by Buyer and will therefore remain with Breeder with terms and conditions creating limitation for Breeder to exact such a right.

ARTICLE 1–PURCHASE AND SALE

- 1.1 Purchase and Sale.** Breeder shall relinquish certain rights to Buyer according to the Recitals section. If Buyer purchases full breeding rights, as noted in “recitals” section then Breeder shall relinquish full legal and physical possession and legal ownership of Puppy. If Buyer is purchasing limited Breeding rights, Breeder shall retain breeding rights of Puppy until a spay/neuter procedure occurs by a licensed veterinarian.
- 1.2 Closing Date.** Execution of this PPA shall be on the date agreed to by Breeder and Buyer and must be after 7 weeks and 4 days of age. This date of approximately 7 weeks and 4 days of age shall be calculated as of the day whelping occurred.
 - 1.2(a) Amendable Pick-up Date.** If pick-up date is after Puppy obtains an age without being delivered or picked-up that is greater than the original pick-up/drop-off date, Breeder may require a reasonable boarding fee in conjunction with the industry standards at time of pick-up.

1.2(b) Reasonable Further Cost. Industry standard will be based on third-party boarding services priced for reasonable services. Breeder is free to choose a reasonable price based on information provided through industry research at the time of boarding. If, in the event Breeder decides to delay closing date, Buyer will not be responsible for boarding fees.

1.3 Reservation Price.

1.3(a) Waitlist Spot. Buyer must pay the reservation fee of \$500 in full to reserve Puppy. No waitlist spot is approved until full reservation amount has been paid.

1.3(b) Non-refundable Reservation. Reservation price is non-refundable for any reason, subject to Breeder's revocation of this PPA.

1.3(c) Breeder's Failure to Supply. If Breeder fails to supply Puppy to Buyer, without Buyer providing a termination notice or other reasonable information that would place Breeder on notice of delay to pick-up, Breeder must refund reservation price.

1.3(c)(1) If Breeder fails to supply Puppy subject to Section 1.6 or 1.7, Breeder is exempt from providing a refund for any amount paid.

1.3(d) Reservation Payment Information. Buyer paid one \$500 payment via Zelle, Venmo or Gooddog and understands the reservation fee is strictly non-refundable for anything at anytime.

1.4 Breeder's Control. Breeder shall relinquish control and ownership of Puppy on Closing Date.

1.4(a) Exception to Breeder's Relinquishment. If limited breeding, Breeder shall retain legal breeding rights to Puppy until Buyer obtains a spay/neuter procedure performed by a licensed veterinarian for Puppy. Breeder's right to execute the right to breed is conditioned upon Buyer's breach of this Agreement. Breeder's right to execute shall terminate upon the appropriate and required action by Buyer to perform a spay/neuter procedure at the appropriate time by an appropriate veterinarian.

1.5 Deliverables at Time of Execution. Buyer shall deliver full price of puppy listed on page 1 to Breeder via Zelle or bank to bank transfer, or Gooddog, being the amount equal to the full purchase amount minus previously paid reservation fee and other payments, if any, before the time of Puppy being picked up. An estimate sales tax of 7.25% of the full purchase price is applicable to this sale. Buyer is liable to pay the unpaid sales purchase on the yearly taxes as applicable to their state if not collected by Breeder within the State of Utah. If Buyer lives in Utah then sales tax must be collected by Breeder.

1.6 Buyer's Failure to Execute and Choose. If, in any event, Buyer fails to choose a Puppy within a date that Buyer should have chosen a puppy from current litter according to Breeder's choosing policy, Breeder may assume Buyer has abandoned purchase and the Buyer will forfeit the reservation fee.

1.6(a) Puppy Choice Date. Breeder allows Buyer to choose Puppy in the order each deposit had been placed after temperament testing has been done around 6 weeks of Puppy's age. Unless Buyer is last pick for a Puppy within the given litter, other picks must be done within a reasonable timeframe or Breeder will move on with other Buyer's in order to facilitate picking. If choosing a Puppy on "Puppy Choice Date", Buyer shall only have a reasonable time to make an educated choice on which Puppy to purchase.

1.7 Buyer's Purchase Abandonment. If abandonment of purchase occurs, Breeder is free to resell Puppy, whether already chosen or not and the buyers reservation fee is forfeited.

1.7(a) Abandonment After Pick. If Buyer has chosen a Puppy at 6 weeks and 3 days of age and has not communicated at all with Breeder as to pick-up location within Puppy being 7 weeks and 3 days of age, Breeder will consider Puppy abandoned and may resell Puppy.

1.8 Delivery Place. Buyer shall arrive at a pre-determined meeting place on or approximately around the day Puppy achieves eight (8) weeks of age.

1.8(a) Amendable Pick-up Location. Location of pick-up is amendable by verbal or written agreement by both parties.

1.8(b) Burden of Cost for Pick-up or Delivery. Buyer shall have the burden of any costs associated with traveling to obtain physical possession of Puppy or cost to ship Puppy via plane or ground travel with a third-party.

1.8(c) Reimbursement of Costs. Breeder shall not reimburse Buyer for any costs associated with Buyer obtaining physical possession of Puppy.

1.9 Delivery for flight to buyer destination. If applicable, Buyer may, at their sole option, agree with a third party delivery service for Puppy to be shipped to home destination.

1.9(a) Breeder's Liability After Delivery. Breeder's liability for delivery of Puppy is extinguished once possession is transferred to third-party delivery service. Breeder is not liable for any damages, injury, or sickness caused by third party delivery service. Breeder agrees to deliver Puppy to third-party and is not a party to the delivery of Puppy.

1.10 Payment ahead of shipment. In the event Buyer lives a reasonable distance away and will not pick-up Puppy in person, Buyer must pay full price of Puppy before possession of Puppy is given to the third-party delivery service. Full payment is considered paid when cleared and deposited into Breeder's bank account, unless cash for final payment. Final payment is due to be paid 72 hours after "Puppy Pick Day" has occurred.

1.11 Forms of Full Payment. Final payment MUST be paid via bank to bank wire transfer, Gooddog, or Zelle. Buyer has responsibility to confirm available payment methods before due date.

1.12 Breeding Rights. Breeder is retaining breeding rights in Puppy for a period up until Buyer acknowledges proof of a spay/neuter procedure according to this agreement. Breeder is not able to execute this right unless Buyer breaches section 6.4 of this PPA and Breeder takes physical possession of Puppy according to this PPA. Any offspring produced by this Puppy in violation of this PPA is property of Breeder. If Puppy is a male, any semen shall be ownership of Breeder until

procedure is completed. If Puppy is a female, Breeder shall have complete and sole ownership of any offspring produced in violation of this PPA

1.12(a) Buyer's Desire to Breed. In the event Buyer desires to breed Puppy, Breeder may allow at Breeder's sole discretion, for Buyer to purchase breeding rights. In the event Breeder allows Buyer to purchase the rights to breed, whether male or female, Buyer shall pay an appropriate monetary value to Breeder in exchange for the right to breed..

ARTICLE 2–BREEDER'S COVENANTS AND RIGHTS

- 2.1 Breeder Deliverables.** Breeder shall act in accordance with all terms and conditions of this PPA.
- 2.2 Right to Refuse.** Breeder reserves the right to refuse the return of the puppy if it has been exposed to any potentially deadly canine disease prior to Seller's receipt of the puppy being returned.

ARTICLE 3–BREEDER'S REPRESENTATIONS AND WARRANTIES

- 3.1 Good Health.** Breeder represents Puppy is in good health at the time of purchase, including up-to-date immunizations and deworming treatment with the accompanying health report from a Veterinarian.
- 3.2 Reasonable Precautions.** Breeder represents Breeder has taken reasonable precautions in order to facilitate the good health of Puppy from whelping date until Buyer takes possession.
- 3.3 Genetic Defects.** Breeder represents Puppy is not subject to genetic defects including the kidneys, liver, and/or the heart, except as stated below in § 3.4, if any..
- 3.4 Known Potential Defects.** Any disclosed and known defects at the time of sale, whether included in § 6.8 or not, are specifically excluded from any warranty and Buyer accepts risks and responsibilities involved with any defect Puppy is disclosed to have. Puppy is known to have the following health conditions, if any, which Breeder discloses to Buyer and Buyer acknowledges an understanding of such. Those conditions are, if any, the following;
- 3.4(A) May carry 1 to 2 copies of CDDY as discussed.**
- 3.4(B)**
- 3.4(C)**
- 3.5 Disclaimer of Warranty.** Breeder disclaims any express or implied warranty, specifically the following;
- 3.5(A)** Breeder expressly disclaims any warranty for merchantability and warranty for a particular purpose,
- 3.5(B)** Breeder makes no warranty as to Puppy's ability to reproduce at any given time,
- 3.5(C)** Breeder does not warranty a specific size, color, shape, or coat of Puppy, except at the time of purchase,
- 3.5(D)** Breeder does not warranty against any inability to house train or Puppy's barking nature.
- 3.6(E)** Breeder does not warranty against any future OFA, Hip, Heart, Patella, eyes, elbows, and PennHip results that may not be satisfactory to Buyer.
- 3.6 Warranty.** Puppy is sold AS IS, subject to other warranties in this PPA, and explicitly does not cover anything specifically listed in § 6.7.

ARTICLE 4–BUYER'S COVENANTS AND RIGHTS

- 4.1 Agreement Signed.** Buyer shall sign this Agreement before taking possession of Puppy.
- 4.2 Future Assigns and heirs.** Any and all future assigns and heirs shall be bound by this Agreement Relating to Puppy.
- 4.3 Illegal or Immoral Activities.** Buyer shall not use Puppy in any illegal or immoral activities.
- 4.4 Breeding.** Buyer shall not breed Puppy if only obtaining limited breeding rights.
- 4.5 Other Activities.** Buyer will not use or allow the dog to be used in any type of puppy mill, dog farm or any other mass-producing puppy operation.
- 4.6 Puppy Wellbeing.** Buyer is solely responsible for the physical and emotional well-being of the dog upon taking possession, except as expressly set forth in this Agreement.
- 4.7 Examination.** Buyer shall have the dog examined by Buyer's veterinarian at Buyer's expense within three (3) days after taking possession for any warranty to be valid for future enactment. If the veterinarian does see Puppy and licensed veterinarian does not give the dog a clean bill of health within three (3) days from the date of possession, Buyer shall notify the Seller immediately.
- 4.8 Reexamination After Initial Appointment.** Breeder reserves the right to have the dog reexamined by a veterinarian of Breeder's choice at Breeder's expense. Any condition that is minor, correctable, or a breed related minor condition is not covered. Any condition which will resolve as the puppy gets older is also not covered (such as puppy strangles).
- 4.9 Vet Bills.** Breeder is not responsible for any veterinarian bills.
- 4.10 Food and Housing.** Buyer shall take appropriate care of this dog, including proper food and housing.
- 4.11 Up-to-date Treatment.** Buyer shall keep the dog up to date on all medical treatment, including vaccinations and preventive care.

- 4.12 Repossession.** The dog's outdoor area shall be safe and secure. If the dog is found to be allowed to run freely and hence creating a public nuisance or found to be neglected, abused or allowed to live in poor health conditions the Breeder has all rights to repossession of this dog with no refund to Buyer.
- 4.13 Other Death or Illness.** Death, injury, or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the Buyer to any compensation from the Breeder.
- 4.14 Right of First Refusal.** If, in the event Buyer can no longer keep this dog for any reason, Buyer must contact Breeder and inform Breeder of the situation. Buyer may be free to sell, transfer, or otherwise rehome Puppy at their ability. If given to a third party, any warranty or other obligations of Breeder are terminated at the time of transfer.
- 4.15 Surrender.** If the dog is surrendered to Breeder for any reason, Buyer shall be responsible for all associated shipping and transportation costs and will not receive a refund.
- 4.16 Info After Surrender.** Buyer shall provide Breeder with a veterinary health certificate, including analysis of stool samples, dated within three (3) business days prior to the surrender of the dog. If Buyer returns the dog to Breeder knowing that the puppy is afflicted with a communicable canine disease, Buyer is responsible for all damages, losses, costs and expenses, and consequential damages, including but not limited to: veterinary costs, prescriptions costs, medication, boarding, damages to other dogs or property, quarantine expenses, etc.
- 4.17 Surrender to Humane Society.** Buyer shall not surrender the dog to any animal shelter or humane society.
- 4.18 Surrender to Breeder.** In the event Buyer surrenders the dog, there shall be no compensation from the Breeder to the Buyer.
- 4.19 Notification to Breeder.** Buyer shall notify the Breeder of an intent to sell the dog and must provide Breeder with the name and address of the proposed new owner.
- 4.20 Retail Sale.** Buyer shall not sell this dog to any retail company or establishment.

ARTICLE 5—BUYER'S REPRESENTATIONS AND WARRANTIES

- 5.1 Returned Puppy.** Buyer warrants and represents that if the dog is returned to Breeder (for any reason) it shall be free of all communicable diseases at such time.
- 5.2 Dog Fighting.** Buyer represents that Puppy will not be used for any illegal or dog fight purposes.

ARTICLE 6—HEALTH WARRANTY

- 6.1 Health Warranty and Time Frame.** Buyer shall replace Puppy with another of equal value if a qualified condition pursuant to § 6.8 is found within two years from Puppy's date of whelping. This shall be available only to the original buyer and is nontransferable to other purchasers of Puppy if Buyer sells Puppy. Buyer must return Puppy to Breeder within a reasonable time unless otherwise agreed to between Breeder and Buyer. The equal value shall be a non-refundable credit toward any future purchase of a Puppy of a future litter. If Puppy chosen is less than the equal value of the Puppy returned, no credit shall be refunded. If the credit does not cover the full amount of Puppy chosen at the time of return or exchange, Buyer shall be liable for the amount up and above the credit amount.
- 6.2 Short-Term Warranty.** A limited short-term health warranty shall be provided to Buyer at no extra cost. Breeder will pay for medication for treatment if Puppy is diagnosed within three days of Buyer receiving Puppy of a contagious disease. Exclusions may apply below.
- 6.3 Short-Term Exclusion from other Health warranty.** Any conditions submitted by Buyer under Section § 6.5 and § 6.7 are excluded from Warranty under § 6.1.
- 6.4 After Three Day Disease.** Breeder is not responsible for any contagious disease diagnosed greater than three (3) days after Buyer retains possession of Puppy.
- 6.5 Other Exclusion.** This Agreement excludes certain ailments including the following;
- 6.5(A)** Treatable ailments, including but not limited to hypoglycemia, worms, giardia, and/or coccidiosis;
- 6.5(B)** Common canine ailments, including but not limited to pneumonia, colds, Parvo, infections due to improper care or negligence by Buyer.
- 6.6 Voidable Warranty.** Any limited health warranty offered by Breeder is null and voidable by Breeder if Puppy is injured—accidental or otherwise—after Buyer takes possession of Puppy. Additionally, if Puppy is not taken to Veterinarian within **three (3) days**, any and all health warranties are **voidable**.
- 6.7 Conditions Specifically Not Covered.** Breeder does not warranty under any implied or written warranty or health guarantee the following conditions;
- 6.7(A)** Allergies,
- 6.7(B)** Physical Injury,
- 6.7(C)** Other autoimmune disorders caused by environmental factors,
- 6.7(D)** Parasites, internal or external, or
- 6.7(E)** Viruses,
- 6.7(F)** IVDD/CDDY,
- 6.7(G)** Hernia,

6.7(H) undescended testicles,
6.7(I) under or over bite,
6.7(J) Kennel Cough and other communicable diseases,
6.7(K) luxating patellas,
6.7(L) collapsed tracheas,
6.7(M) base narrow,
6.7(N) hip dysplasia.

6.7(O) Specifically, Hips and Patellas can be affected by environmental factors, such as, but limited to, the dog's level of activity and actions specifically taken by Dog. All the listed conditions listed with 6.7(a) – (o) are not covered under any warranty.

6.8 **Specifically including conditions.** Buyer shall qualify for a health warranty under these conditions;

6.8(A), heart murmur grade 4, lung, liver, or kidney defects where it proves life threatening.

6.9 **Warranty Qualifications.** Buyer shall not be qualified for a limited two-Year health guarantee unless Puppy has all recommended shots and veterinarian visits, and without any abnormal alterations different from anything present on the Closing Date, subject to spay/neuter agreement. Buyer must present any Breeder requested recorded veterinarian visits and up-to-date shot information to Breeder to invoke any health guarantee qualification. Any lack of veterinarian visits on an industry standard visitation schedule voids this PPA health guarantee. In the event Puppy is determined to have a life-threatening congenital disease, Buyer must supply two reports via a licensed veterinarian that support to claims and findings of a congenital defect to be found and identified. If these two reports differ in diagnosis, a third licensed veterinarian shall be necessary at Breeder's discretion to determine an appropriate procedure at that time.

6.10 **Second Opinion.** Breeder reserves the right to seek a second opinion from a licensed and registered veterinarian of Breeders choosing. If Breeder chooses to do so, Breeder shall bear the cost of a second opinion. If Buyer lives out-of-state or not within a reasonable driving distance, Buyer shall be required to transport Puppy to a veterinarian of Breeder's choice local to Buyer.

6.11 **Current Health at Time of Closing.**

6.11(A) Buyer may qualify for a limited refund if a licensed veterinarian decides Puppy was not fit for sale at the time of Closing. If Puppy is not healthy or fit for sale, Buyer may receive a limited refund. Those Qualifications for this limited guarantee are as follows;

6.11(A)(1) The puppy must be evaluated by a licensed and certified veterinarian, at the purchaser's choosing and expense, within seventy-two (72) hours after receiving control of Puppy.

6.11(A)(2) If a licensed and insured veterinarian does decide Puppy is unhealthy and not fit for sale, documentation of the vet visit and details of that visit with a statement from veterinarian must be submitted to Breeder,

6.11(A)(3) No alterations made to Puppy that would undermine the Puppy's health,

6.11(A)(4) Minor illnesses and health conditions, such as colds, allergies, or any physical ailments are **not covered.**

6.11(A)(5) Breeder disclaims any responsibility **72 hours** after closing date and time. Buyer must take Puppy to a licensed veterinarian within **72 hours** after closing in order to claim Puppy was not fit for sale at the time of sale, subject to health guarantee.

6.11(A)(6) Breeder disclaims and is not responsible for any vet expenses after Closing Date, nor will be liable for any vet expenses in the event a breach occurred on Breeder actions.

6.11(A)(7) If Puppy is subjected to Parvo and a licensed veterinarian claims Parvo affects Puppy, Buyer must provide information definitive that Puppy would have caught Parvo while in Breeders care according to the incubation period of industry standards for Parvo.

ARTICLE 7–TERMINATION AND BREACH

7.1 **Breach.** In the event a breach occurs by Breeder, Breeder will not be liable for any damages up and above the price of Puppy minus the non-refundable reservation fee. In the event Buyer breaches this PPA, Buyer shall be responsible for damages up to and including, but not limited to, damages to (1) breeder's reputation, (2) future loss of sales, and/or (3) compensatory damages.

7.2 **Breach by Litter.** In the event Buyer breaches this PPA by failing to obtain a spay/neuter procedure and in turn proceeds to breed and impregnate Puppy, any offspring of Puppy will be the sole and inherent property of Breeder to be sold or raised by Breeder's discretion.

7.3 **Breach by Failing to Obtain Procedure.** If Buyer fails to obtain spay/neuter proof of procedure delivered to Breeder by a reasonable and recommended time frame by a licensed veterinarian, Buyer will be in breach and Breeder may obtain physical possession of Puppy for sole purpose of providing the spay/neuter procedure will be completed. Buyer is liable up to the full amount of (1) travel or other out-of-pocket expenses, and (2) the cost of the procedure or other medical necessities.

ARTICLE 8–DECLARATIONS

- 8.1 Buyer's Sole Responsibility.** This dog is not being sold under co-ownership terms. Buyer will be solely responsible for the dog after taking possession. If Buyer enters into a third-party contract relating to other legal possession of right or custody, Breeder shall not be liable for any condition or terms within that third-party agreement.
- 8.2 Harm after Purchase.** Breeder is not responsible for any harm that comes to the dog once in Buyer's Possession.
- 8.3 Further Vet Expenses.** Breeder is not responsible for payment of vet visits incurred after this Agreement.
- 8.4 Dew Claws.** Dew claws, (will) (will not) be removed just after birth unless otherwise agreed upon between Breeder and Buyer.
- 8.5 Governing Law.** Utah law shall control any dispute arising under this Agreement.
- 8.6 Forum Selection.** A Utah court shall preside over any dispute arising under this Agreement.
- 8.7 Liability After Closing.** Breeder assumes no responsibility to any damage to Buyer's place of residence or personal items due to Puppy (1) failing to potty train indoors, (2) running away from Buyer's residence, or (3) any damage done to other persons or person's personal property.
- 8.8 Confidentiality.** Breeder and Buyer shall not intentionally disclose either party's personal information received during the execution of this PPA to other outside persons not stated within this PPA.
- 8.9 Mediation.** Breeder and Buyer both agree to an mediation process to solve any dispute arising under this Agreement. In the event Arbitration fails to achieve an adequate solution, litigation may follow.
- 8.10 Disclaimer of Warranty.** Breeder disclaims any warranty implied or explicit that is not listed within this Agreement. This disclaimer includes Warranty for a Particular Purpose and Warranty for Merchantability. Breeder makes no implicit or explicit warranty that a male or female will be able to breed at a given time. Breeder is not liable to Buyer in the event Buyer purchased Puppy for the sole purposes of breeding and Puppy is not able to produce.
- 8.11 Assignment.** Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party.
- 8.12 Modification.** No changes, modifications, or waivers to this PPA will be effective unless in writing and signed by both parties.
- 8.13 Unenforceable Terms.** In the event that any provision of this PPA is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this PPA shall otherwise remain in full force and effect and enforceable.
- 8.14 Sales Tax.** If applicable to Buyer's local jurisdiction and not otherwise previously collected by Breeder in the State of Utah, Buyer is responsible for submitting sales tax on year end personal tax return.
- 8.15 Genetic Testing.** Breeder is not liable for any secondary genetic testing company that may be used by Buyer in the event those results differ from the results previously completed by Breeder's chosen company.

BREEDER:
PHONE:
EMAIL:
ADDRESS:

BUYER:
PHONE:
EMAIL:
ADDRESS:

Breeder Signature

Buyer Signature.