

**Skylynn Cavaliers
Puppy Purchase Agreement
(Limited Registration)**

This agreement is made and entered on (date) _____ between _____, Hereinafter referred to as "Breeder", and _____, Hereinafter referred to as "Buyer", for the purpose of setting forth the terms and conditions of purchase by the Buyer of a purebred Cavalier King Charles Spaniel from the litter whelped on _____ Pick up date: _____

The subject of this Agreement is the below-described puppy.

Litter Theme:

Breed: Cavalier King Charles Spaniel

AKC Registration#:

AKC Registration Type: Limited-No Breeding

AKC Registered Name:

CKCSC, USA Registration#:

CKCSC, USA Registration Type: Restricted-No Breeding

CKCSC, USA Registration Name:

DOB:

Color

Sex:

Microchip#:

Sire's AKC Registered Name:

Sire's AKC Registration#:

Dam's AKC Registered Name:

Dam's AKC Registration#:

Breeder:

Buyer:

Address:

Address:

Phone#:

Phone#:

Email:

Email:

Buyer Initial _____

The Breeder and Buyer agree as follows:

1. **Purchase Price/Remaining Balance:** The full purchase price (sales tax included) of the puppy is \$3,900.00 (**Purchase Price**). Buyer has placed a \$500.00 non-refundable reservation fee on _____. The remaining balance of \$3,400.00 is due in full upon Buyer's pick up of the puppy at Breeder's residence via cash or Gooddog Pay. If Buyer is flying in or using a flight nanny service, the remaining balance is due at least 1 week before Buyer's or flight nanny's pickup of the puppy at Breeder's nearest airport via Gooddog Pay. Additionally, if Breeder is delivering the puppy to Buyer, the remaining balance is due at least 1 week before delivery via Gooddog Pay.

Reservation fee \$500.00

Remaining balance \$3,400.00

Total purchase price \$3,900.00

*The foregoing Purchase Price does not include any delivery charges, which shall be determined by Breeder.

2. **Limited Registration.** The puppy is a purebred Cavalier King Charles Spaniel and registerable with AKC and CKCSC, USA. The puppy is being sold with limited/restricted AKC and CKCSC, USA registration. Breeder agrees to provide Buyer with all AKC and CKCSC, USA registration papers. As such, the puppy is not eligible for showing in AKC Conformation but may compete in other performance events, such as Agility, Obedience, and Rally. The puppy shall not be bred at any time and if pups are produced, such offspring will not be eligible for registration.

3. **Registration of Puppy.** Breeder will choose the puppy's registered name with AKC and CKCSC, USA. Breeder shall transfer AKC and CKCSC, USA registration of puppy to Buyer at the time of pick up. Buyer will not change the puppy's registered name without Breeder's prior written consent and will never remove the kennel prefix "Skylynn" from the puppy's registration name. Buyer understands the registering of the puppy in any other registry other than AKC, CKCSC, USA, and IABCA is prohibited.

4. **Unauthorized Breeding.** The right to ownership of the puppy is conditioned upon Buyer's agreement and understanding that the puppy is being sold solely as a companion. Breeding of the puppy is expressly prohibited. If the puppy is bred, at any time in its life, either deliberately or accidentally, Buyer shall be in default of the agreement and, Buyer will be required to pay Breeder \$15,000 for each litter produced as liquidated monetary damages for injury to Breeder's reputation and devaluation of bloodline, and all of Breeder's warranties set forth in this Agreement will become void. Breeder shall be entitled to recover from Buyer all attorney's fees and court cost incurred in enforcement of this agreement.

5. **Microchip.** Breeder will have puppy microchipped, using AKC Reunite microchip, by Breeder's veterinarian before Buyer takes possession of puppy. Buyer understands and agrees Buyer **must** keep his/her information updated on the microchip. Buyer understands and agrees Breeder will be named as an alternate contact on microchip. Buyer agrees not to ever remove Breeder as an alternate contact on the microchip. Furthermore, Buyer understands and agrees Buyer may never have microchip removed from puppy at any point in its lifetime.

6. **Pet Insurance.** Breeder will provide a free 30-day trial of pet insurance through Trupanion. Breeder will help Buyer activate pet insurance on the day Buyer picks up puppy. Coverage will begin immediately and there is no waiting period. After the expiration of the 30-day free trial Buyer is not required to keep pet insurance through any company but is strongly encouraged to do so.

Buyer Initial _____

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

I. State of Health; Short-Term Health Warranty. Prior to pick up or delivery, the puppy will be examined by a licensed veterinarian and found to be in good health at that time. This warranty of good health stands for 72 hours after Buyer takes possession of puppy. Buyer, at its own expense, must have the puppy examined by a licensed veterinarian within 72 hours after pick up or delivery (the "**Examination Period**") for the warranty in this section to be valid. If Buyer fails to have the puppy examined by a license veterinarian within the Examination Period, Buyer agrees puppy was in good health at the time of purchase. If, within the Examination Period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale, Buyer may **(a)** return the puppy for a full refund of Purchase Price in the amount of \$3,900.00 or **(b)** keep the puppy and have Breeder reimburse \$250 (plus an additional 10% if costs go over \$250) of the veterinary costs related to the illness not to exceed Purchase Price of puppy. All reimbursed veterinary fees must be associated with the illness discovered by the license veterinarian during the Examination Period. Buyer must provide all veterinary records of puppy to Breeder upon request for the warranty in this section to be valid. All veterinary records must include the microchip number of the puppy to confirm identity. In the event Buyer returns the puppy, Buyer agrees to sign and hand over all AKC/CKCSC, USA registration papers to Breeder immediately. The veterinarian must provide a written statement deeming the puppy "unfit for purchase," which must be sent to Breeder within 24 hours of the veterinary examination. In the event of death of the puppy during the Examination Period, a necropsy will be required at Buyer's expense for this warranty to stand. If necropsy results determine cause of death was a direct result of a genetic/congenital defect, Breeder will refund cost of the necropsy and the full Purchase Price of puppy in the amount of \$3,900.00. The foregoing warranty expressly excludes any health issues caused by Buyer's ill-treatment, abuse or neglect, and any health issues that result from the puppy transportation from Breeder to Buyer.

II. Hereditary Warranty. Breeder provides: (a) a **24-month warranty** from the puppy's date of birth against mitral valve disease diagnosed by a board-certified veterinary cardiologist: (b) a **24-month warranty** from the puppy's date of birth against medial patella luxation diagnosed by a licensed veterinarian: (c) a **24-month warranty** from the puppy's date of birth against juvenile cataracts and retinal dysplasia-geographic or detached only, diagnosed by a board-certified veterinarian ophthalmologist: (d) a **24-month warranty** from the puppy's date of birth against symptomatic hip dysplasia (for hip dysplasia to be covered in this warranty section hip x-rays must be taken in the correct position described by the Orthopedic Foundation for Animals (OFA). X-rays must be sent to OFA and OFA must rate the hips mild, moderate, or severe and a copy of the x-rays must be sent to Breeder for verification of correct positioning. Additionally, puppy must be showing symptoms of hip dysplasia): (e) a **24-month warranty** from the puppy's date of birth against symptomatic syringomyelia diagnosed via MRI by a board-certified veterinary neurologist.

Buyer Initial _____

III. Warranty Conditions/Exclusions: The warranty is set forth in this section expressly excludes anything not listed above. In the event the puppy is diagnosed with one of the inherited conditions listed in the **Hereditary Warranty** section, Buyer must inform Breeder within 24 hours. Buyer must provide all veterinary records of puppy to Breeder upon request for these warranty sections to be valid. All veterinary records must include the microchip number of the puppy to confirm identity. Breeder will be given the opportunity to take the puppy to a licensed veterinarian of Breeder's choice for examination and second opinion at Breeder's expense. The foregoing warranty expressly excludes any health issues caused by Buyer's ill-treatment, abuse, or neglect. Furthermore, if Buyer allows puppy to be overweight and/or spay/neuters puppy before the age of 18 months old, all warranties will be voided in their entirety.

IV. Refund/Replacement. If, within the applicable warranty periods described above a licensed veterinarian specialist determines that the puppy has a hereditary disorder listed in **Hereditary Warranty** section above, the Buyer may choose to (a) keep or return the puppy and receive a replacement puppy from the next available litter or (b) keep or return the puppy and receive a full refund of Purchase Price of puppy in the amount of \$3,900.00. Buyer must have puppy sterilized and provide proof in the form of veterinary records, which must include the microchip number of the puppy to confirm identity, to Breeder before replacement puppy or refund will be given. Buyer understands and agrees it may take up to 2 years for replacement puppy to be available.

V. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

8. Buyer's Obligations. Buyer agrees to the following:

I. Proper Care. Buyer agrees that the puppy: (a) will reside at the home of the Buyer: (b) will have access to a fenced yard and/or other secured area: (c) will not to be tethered or housed outside: (d) will receive proper and adequate grooming: and (e) will receive appropriate veterinary care.

II. Buyer also agrees to: (a) provide puppy with proper nutrition to support ideal growth and maintain optimum body condition: (b) not overfeed the puppy nor allow it to become overweight or underweight: (c) provide daily exercise to maintain the puppy in good condition, but refrain from forced exercise (such as jogging) until the puppy is full grown: and (d) avoid activities that could result in stress injuries, such as allowing the puppy to jump from or over heights taller than itself until the puppy is full grown. Buyer agrees that any deviation from this protocol will render the health warranties under this agreement void in their entirety.

III. Spay/Neuter: Buyer understands and agrees that Buyer **must** have puppy spayed/neutered between 18 and 30 months of age. Buyer agrees **NOT** to have puppy spayed/neutered before 18 months of age. If Buyer has puppy spayed/neutered before 18 months of age all health warranties become invalid in their entirety. Alternatively, Buyer may have an ovary sparing spay (OSS) or vasectomy performed before the age of 18 months.

Buyer Initial _____

IV. Restrictions on Transfer. The right to ownership of the puppy is conditioned upon Buyer's agreement and understanding that if, at any time in the puppy's lifetime, Buyer is unable to keep or care for the puppy (including upon Buyer's death or incapacity), or decides he/she no longer wants the puppy, the puppy must be returned to Breeder together with duly executed documentation, and AKC/CKCSC, USA registration, transferring Buyer's ownership interest in the puppy to Breeder. If, following receipt, Breeder decides to rehome the puppy, Breeder will refund Buyer the new purchase price of the returned puppy, after puppy is placed in a new home, minus Breeder's expenses, e.g., maintenance, training, veterinary, and other costs. Buyer acknowledges that the refund amount may be significantly less than the puppy's original Purchase Price depending upon the age, training, and condition of the puppy. Buyer understands and agrees the puppy will never be transferred to or allowed to end up in any kind of animal shelter or rescue. If Buyer breaches any provision of this **Restrictions on Transfer** section, Buyer will be required to pay Breeder the sum of \$2,000 as liquidated monetary damages, as well as all attorney's fees and court costs incurred by Breeder in enforcement of this agreement.

9. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email, or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy from Breeder; (b) inform Breeder of any titles completed by the puppy as determined by the AKC and/or CKCSC, USA and (c) inform Breeder of any major change in the health of the puppy throughout the puppy's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, as well as behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy, promptly notify Breeder of the particulars of the animal's death.

10. **Remedy for Mistreatment.** If Breeder suspects the puppy is not getting proper care and treatment, Breeder has the right to have the puppy examined by a licensed veterinarian upon demand at Breeder's expense. If such veterinarian finds the puppy to be a victim of ill-treatment, abuse, or neglect: (a) Breeder has the right to take full possession of the puppy, and its duly signed AKC and CKCSC, USA transfer papers/registration: and (b) all Breeder warranties herein shall become void in their entirety. For the avoidance of doubt, if Breeder takes possession of the puppy in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

11. **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 Texas without regard to the conflicts of law-provisions thereof. Jurisdiction for any legal proceedings related in anyway, directly or indirectly, to this agreement shall be exclusively in the state courts located in Victoria County, Texas, and Breeder and Buyer hereby waive any challenge to such jurisdiction and venue.

Buyer Initial _____

12. **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. If 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.

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

Buyer: _____ **Date:** _____

Print: _____

Breeder: _____ **Date:** _____

Print: _____