

Cupped & Committed Kennels

www.cuppedandcommitted.com

149 Effie Drive

Greenwood, SC 29649

864-992-4447

Michael Hames – Owner

Puppy Contract

This agreement is made and entered into this ____ day of _____, 2008 by and between Michael Hames (Seller) and _____ (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a purebred Labrador Retriever from the litter whelped on _____ 2008 out of _____ and by _____.

For \$ _____, the Seller agrees to sell and the Buyer agrees to purchase a puppy from the litter described above subject to the following terms.

1. Seller warrants that the above-described puppy a purebred Labrador Retriever eligible for limited registration with the American Kennel Club and that registration papers will be provided to the Buyer as of the date of the completed purchase, together with a true copy of its pedigree. The Seller will change Limited Registration, to Full Registration once the puppy has reached the age of 24 months and has been OFA cleared and CERF certified.

Seller also warrants that the above-described puppy is eligible for registration with the United Kennel Club and that registration papers will be provided to the buyer as of the date of the completed purchase, together with a true copy of it's pedigree. Seller will maintain co-ownership with the Buyer until the puppy has reached the age of 24 months and has been OFA cleared and CERF certified. Seller will then release full ownership to the Buyer.

2. Seller warrants that the above-described puppy is in good health at the time Buyer assumes ownership. Buyer agrees to have the puppy examined by a licensed veterinarian within 72 hours (not including weekends or holidays) of receipt of the puppy/dog.

If, as a result of the examination, the veterinarian determines that the puppy is not in good health then the Buyer shall elect to keep the puppy or return the puppy to the Seller for a refund. If the Buyer elects to return the puppy, Buyer shall, within 10 days after the date of the signing of this contract, send to Seller by certified mail a written veterinarian's certificate stating that the puppy was in ill health when examined.

Upon receipt by Seller of said certificate, Buyer shall be obligated to return the puppy to Seller at Buyer's expense. Upon receipt of the puppy, the Seller shall be obligated to refund all monies received from Buyer toward the purchase price of the puppy, and further performance under this contract shall be null and void.

3. Seller warrants that the puppy sold hereunder is progeny of animals radio graphed and certified by the Orthopedic Foundation for Animals to be certified clear of hip dysplasia. In addition, the breeding animals are examined and found to be free of heritable ocular conditions by a board-certified ophthalmologist and are certified by the Canine Eye Registration Foundation. If said puppy develops hip dysplasia or develops an ocular condition that is deemed to be inherited within 27 months from date of birth, the Buyer will receive a refund of one-half the original purchase price. The Buyer will also have the option of a replacement puppy of like quality from the next available litter for one-half the original purchase price.
4. Ownership of the puppy will be transferred to the Buyer for the sale price of \$ _____ to be paid as follows: \$150 deposit on execution of the Agreement with the balance of \$ _____ to be paid on or before the puppy leaves the Seller's premises.

The purchase price shall include, in addition to the puppy, the full series of puppy vaccinations. The puppy shall be de-wormed as appropriate and necessary and dewclaws shall be removed.
5. If Buyer requests delivery, it shall be by airfreight, COD to a designated location. Buyer is responsible for costs of crate, insurance during shipment, and cost of freight charges. If Seller has to purchase a crate prior to shipping, Buyer shall reimburse Seller in full for this cost.
6. Buyer agrees that he/she is not acting as an agent in the purchase of this puppy and that Buyer will not sell this puppy to any agent, pet store or guard dog business.
7. Buyer agrees that if it becomes necessary to sell or otherwise dispose of this puppy, Buyer will notify the Seller before taking such action so that the puppy may, at the Seller's option, be re-purchased by the Seller at the original sale price. Upon notification, the Seller shall have 15 working days to exercise said re-purchase option.
8. Buyer agrees that the puppy will reside at the home of the Buyer, have access to consistent exercise, not be chained or tethered, and will be provided with proper housing, a good quality diet, annual vaccinations and routine veterinary care.

This Agreement is made and signed by both parties to insure the well-being and protection of this puppy. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement.

By: _____ (Seller) Date: _____

By: _____ (Buyer) Date: _____