

## DOG SALE AGREEMENT AND LIMITED HEALTH WARRANTY

This Dog Sale Agreement and Limited Health Warranty ("Agreement") is made effective as of [Date], by and between [Seller's Full Name], ("Seller"), and \_\_\_\_\_, ("Buyer"). Seller and Buyer may be referred to individually as a "Party" or collectively as the "Parties." In consideration of the mutual promises herein contained, the Parties agree as follows:

### 1. SALE OF DOG

Seller agrees to sell and Buyer agrees to purchase the dog described as follows (the "Dog") for a total purchase price of \$\_\_\_ USD (includes the 500.00 deposit), subject to the terms and conditions of this Agreement.

### 2. PAYMENT

Payment in full of the purchase price is required before the Dog will be released to Buyer.

### 3. LIMITED HEALTH WARRANTY

1. Coverage. Seller provides a Limited Health Warranty (the "Warranty") against any inherited life-threatening disease until the Dog turns 12 months of age. The Warranty does not include minor health ailments such as colds, allergies, stress colitis, internal or external parasites, umbilical hernias, etc. Seller assumes no responsibility for any medical expenses incurred after the sale, except as described in this Agreement. Buyer agrees that the Dog's size, color, coat appearance, shedding, non-allergenic, physical/behavioral traits cannot be under warranty and are unpredictable due to the nature of genetics.
2. Benefit. Seller will:
  1. Reimburse Buyer veterinarian expenses up to 100% of the original purchase price of the Dog, minus any shipping/handling fees, or
  2. Replace the dog with one of equivalent or comparable quality from Seller's next available litter.
    1. Buyer must pay for any shipping/handling costs incurred for replacement Dog.
    2. Buyer will pay Seller the difference in purchase price if the replacement dog chosen is of higher value than the original dog.
3. Conditions.
  1. The Warranty is triggered if and only if:
    1. Dog is diagnosed by a qualified, licensed veterinarian with an inherited, life-threatening disease before 12 months of age,
    2. Buyer has complied with all terms of this Agreement
    3. Buyer sends Seller the official diagnosis & prognosis from a licensed veterinarian, along with any records showing proof of the inherited,

life-threatening disease (i.e., blood results, x-rays, etc.) within five days of diagnosis.

2. This Health Warranty is null and void if:
  1. Buyer fails to fulfill any of the responsibilities listed in Section 4 or any other provision of this Agreement or if the Dog changes ownership, or
  2. A veterinarian suspects that an injury, poor health management/diet or mistreatment to Dog be the cause or contribute to the Dog's condition.
3. This Health Warranty is only applicable to the original Buyer stated in this Agreement.
4. The seller reserves the right to a second opinion by a licensed veterinarian of their choice.

#### 4. BUYER RESPONSIBILITIES

Buyer agrees, upon execution of this Agreement:

1. Take complete responsibility for all expenses related to the Dog, including but not limited to feeding, training, and veterinarian expenses.
2. To have the Dog properly examined by a qualified, licensed veterinarian within 72 hours of transfer.
3. Not to abandon the Dog to any animal shelter, Humane Society, Dog Pound, or pet store.
4. The Dog is sold as a pet only and will not be used for breeding purposes. Breeding, if the Seller chooses to allow it, requires negotiation and payment by Buyer to Seller of a breeding fee of not less than \$25,000.
5. To spay/neuter the Dog by 12 months of age and provide an official spay/neuter certificate to Seller upon request. If Dog will change ownership, Buyer is responsible for ensuring Dog is spayed or neutered before ownership changes.

Failure to meet these conditions will void the Health Warranty, and Buyer shall be liable in the amount of \$10,000.00 USD for every puppy produced from the Dog. Buyer shall be liable to the Seller for any attorney fees, court filing fees, service fees, and any other fee related to the enforcement of this spay/neuter clause.

#### 5. DISCLAIMER OF WARRANTIES

Aside from the Health Warranty provided, Seller disclaims all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

#### 6. INDEMNIFICATION AND DAMAGES

Buyer shall indemnify and hold harmless Seller against any and all claims, damages, losses, expenses, or liabilities arising from or related to the Dog after the execution of this Agreement, except for claims arising from Seller's breach of this Agreement. Under no circumstances will

the Seller be liable to the Buyer for consequential, incidental or special damages resulting from or in the manner related to the Dog.

## 7. RETURN POLICY

If Buyer decides not to take their puppy home or cannot keep their puppy, 50% of the purchase price will be refunded, provided the puppy is returned at Buyer's expense. If the puppy is returned after 30 days, no money will be refunded. This Return Policy is null and void if Buyer has complied with all aspects of this Agreement.

## 8. GENERAL PROVISIONS

a. Amendments: This Agreement may only be amended or modified by a written document executed by both Parties.

b. Merger Clause: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written.

c. Choice of Law and Forum Selection: This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any disputes shall be resolved in the courts of North Dakota.

d. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

## 9. ACKNOWLEDGMENT

BY SIGNING BELOW, Buyer and Seller acknowledge that they have read, understand, and agree to the terms of this Agreement.

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Buyer: \_\_\_\_\_