

KATIAN PUPPY PRE-PURCHASE INFORMATION

AND

DEPOSIT AGREEMENT

Breeder/Seller: Katian Kennel, LLC, 1793 CR 320, Lexington, TX 78947, www.katiankennel.com

This Agreement is between Katian Kennel, LLC (Breeder) and

_____ (Buyer/s)

Buyer's Address: _____

City: _____ State: _____ Zip: _____

Cell: _____ Alt Phone: _____

Primary Email: _____

Buyer has submitted an application, the application has been approved by Breeder and Buyer promises and agrees to purchase a puppy out of a Katian Kennel litter.

Payment Terms. Non-Refundable Deposit. Buyer acknowledges that deposit(s) is/are non-refundable in all circumstances, except those specifically listed herein. Upon receipt of the "Reservation" Deposit, Breeder agrees to place Buyer on Breeder's Active Reservation List. Upon receipt of the "Litter" Deposit, Breeder agrees to hold an available and suitable puppy for Buyer until it is weaned and is ready for pick up or delivery at approximately 8 weeks of age (see below for more details). Deposits are to be paid in US Dollars and paid to Breeder via the following options: cash paid in person, paid electronically via Zelle (using my cell as the recipient 713-492-8599) paid electronically by sending an Amazon Gift Card to Breeder at katie@katiankennel.com, or Buyer's check which will be electronically processed for immediate deposit.

(I) Buyer shall make payment, including a minimum of \$250 transferable but non-refundable "reservation" deposit with this Agreement to Katian Kennel (either in person via cash/check, via Zelle (recipient 713-492-8599 Kathryn Brouillette), via Amazon Gift Card emailed to katie@katiankennel.com, or by mailing a check to 1793 CR 320, Lexington, TX 78947). If paid by check, Buyer hereby authorizes Breeder to process said check electronically and the check will be deposited in Katian Kennel's bank account as early as the date received. Upon receipt of said "reservation" deposit, Breeder agrees to add Buyer to Breeder's Active Reservation List. The "reservation" deposit is only refundable for 48 hours, at which time the deposit becomes

nonrefundable but will remain transferable and can serve as a credit towards any future services offered by Katian Kennel (future puppy, boarding, training, stud fee, etc.).

(II) When the decision has been made by Breeder to assign Buyer to an available litter, Breeder will email Buyer asking whether Buyer would like to be considered for a puppy out of said litter. Said email will include details of the parents, expected purchase price and other pertinent information. If Buyer wishes to be considered for said litter, an "litter" deposit of \$250 will be due, if requested, within 5 days of receiving email notification that Buyer has been assigned to a litter (Buyer may elect to "pass" on said litter in favor of a future litter). This "litter" deposit will be refundable ONLY until the puppies in said litter are 3 weeks old, at which time, the "litter" deposit becomes non-refundable in all circumstances.

(III) Buyer shall pay the balance of the purchase price, less deposits received, as well as any optional/elective additional costs/fees before or at the time of puppy pick up.

Requesting "Reservation" Deposit Refund During the 48-hour Refund Period. Buyer shall receive a refund of the paid "reservation" deposit pursuant to the terms in this Agreement, by emailing said request to Breeder with an explanation as to the reason for the request (for Breeder's records), within 48 hours from the time the "reservation" deposit is received by Breeder. Breeder agrees to refund the \$250 "reservation" deposit upon receipt of said timely written request and Buyer will be removed from the Active Reservation List. Alternatively, and at Buyer's option, Buyer can elect to have Breeder retain the deposit and ask that Buyer be transferred to Breeder's Inactive Reservation List. Buyer can return to the Active Reservation List at any time upon written request to Breeder.

Requesting "Litter" Deposit Refund During the 3-week Post-Whelp Refund Period. Buyer shall receive a refund of the paid "litter" deposit pursuant to the terms in this Agreement, by emailing said request to Breeder with an explanation as to the reason for the request (for Breeder's records), within 3 weeks from the time the assigned litter was whelped. Breeder agrees to refund the \$250 "litter" deposit upon receipt of said timely written request and Buyer will be removed from the Active Reservation List. Alternatively, and at Buyer's option, Buyer can elect to have Breeder retain the deposit and ask that Buyer be transferred to Breeder's Inactive Reservation List. Buyer can return to the Active Reservation List at any time upon written request to Breeder.

Buyer's Right to Transfer. Notwithstanding the foregoing, if a suitable puppy that meets Buyer's identified preferences is not available when it becomes Buyer's turn to receive a puppy from the assigned litter, Buyer's Deposit(s) is/are transferred to the next available litter.

Refund at Breeder's Discretion. If Buyer pays the Deposit(s), then later (as detailed above) decides they do not want a Katian puppy for any reason, Breeder is not required to refund any Deposit received. In the event that there are no suitable puppies for Buyer or future planned litters, Breeder will refund the deposit to the Buyer.

Specific Requests. Buyer specifically requests and Breeder agrees to provide (when possible/available and otherwise suitable for Buyer):

(specify details below i.e. gender/sire/dam/breeding/genetic status/white markings, etc.)

**Please note that coat coloring/shading requests will be taken in consideration, it is impossible for any breeder to predict the exact shading/coloring of a dog's coat. Many breeders can give a "good guess" based on the coloring of the sire & dam...and an even "better guess" once the puppies arrive but no one can know for sure. The majority of Katian puppies are darker golden/red – however, there is no guarantee of the coloring as lighter colored dogs many generations back can have "dormant" genes that can carry down & surface at any given breeding. Katian puppies tend to darken as their adult coat comes in (there are some instances where a final coat color doesn't show until 3 years old). For this reason, puppy placements are not determined solely by buyer coloring requests.*

Buyer acknowledges that by making specific requests, Buyer may have to wait longer for a puppy. Buyer further acknowledges that specific requests may preclude Buyer from receiving a puppy if Breeder does not produce a puppy suitable for Buyer that satisfies any/all specific requests. Modification of the above requests can be made by Buyer and acknowledged by Breeder in writing (via email is acceptable). If, at Breeder's sole discretion, Buyer has been assigned to a litter and there is a puppy that meets the above criteria detailed and agreed to by the Parties but for another reason (i.e. aptitude, etc.) is not suitable for Buyer, Breeder agrees to (Buyer's Choice): (1) refund any monies paid by Buyer towards the purchase price of a puppy, less the reservation deposit paid at the time this contract was executed, or (2) carry over any monies paid by Buyer towards the purchase price of a future puppy and Breeder agrees to give priority to Buyer for any future puppies available.

Wait Times Are Estimations, Not Guarantees. Buyer further acknowledges and agrees that (a) Breeder cannot control Mother Nature or litter sizes and that the wait time for puppies can be longer or shorter than expected; (b) the Deposit gives Buyer a general place on the waitlist, but does not guarantee a puppy or that Buyer's preferences will be available when it is Buyer's turn to be assigned to a litter; (c) positions within the list are generally given on a first-come first served basis but adjustments may be made for priority preferences (see below); and (d) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult. Breeder will email newsletters & updates to Buyer at the primary email address listed above to keep Buyer informed of any breeding updates and will periodically provide a current list of Active Reservations, so that Buyer may monitor Buyer's position on the Reservation List.

Puppies Reserved by Breeder. Buyer acknowledges that Breeder may, at its sole option, decide to keep any puppy out of any given Katian litter at any time prior to the Puppy Pick Up Period. The Puppy Pick Up Period is a few days (including a weekend) set aside for buyers to pick up their puppies from Katian Kennels (typically the time frame when puppies are approximately 8 weeks old).

Lucky Pick List. It shall be presumed that Breeder will set aside one male and one female from each litter for Breeder's personal use. Should Breeder decide not to keep either said male and/or female, Breeder may, at Breeder's sole option, offer said puppy/puppies to families on the Lucky Pick List, prior to offering said puppy/puppies to the general Active Reservation List. Breeder offers limited opportunities for families on the Active Reservation List to be added to the Lucky Pick List. Should a family be afforded this expedited route to obtain an aforementioned puppy in this manner, said family agrees to pay an additional consideration in the amount of \$500 ("Lucky Pick Fee") prior to or at the time of picking up said puppy. Breeder will only collect the aforementioned Lucky Pick Fee if Buyer obtains a puppy via the aforementioned Lucky Pick process. In order to be considered for a Lucky Pick, Buyer must notify Breeder by email. Buyer acknowledges that there is no guarantee that a puppy will become available to Buyer if Buyer elects to be added to the Lucky Pick List. This is simply a way to possibly get a Katian puppy sooner than by the conventional Active Reservation List process.

Expectation of Puppy Delivery. Breeder will confirm each puppy's health status by a veterinarian prior to leaving Breeder's home (usually around 6-7 weeks of age). Buyer acknowledges that Breeder will not release a puppy prior to reaching 8 weeks of age and/or in an unhealthy condition as per vet recommendations and state law.

Purchase Price. Buyer acknowledges that, as of 2023, the standard Purchase Price for an 8-week old Katian puppy is currently between \$3,800 & \$4,100 and that the specific purchase price will not be decided until after the breeding has taken place and puppies have arrived. This range for the standard Purchase Price is purely for Buyer's budgeting purposes and may be adjusted based on Breeder's costs, budget and availability, without additional notice to Buyer. Breeder chooses a price based on her budget needs (NOT based on market demand or what other breeder's charge). Buyer may inquire with Breeder at any time to confirm the current range for the standard Purchase Price. A better estimation of the Purchase Price will be provided by email at the time Breeder invites Buyer to be considered for a particular litter. The Purchase Price includes (at a minimum): (1) a puppy from the sire & dam warranted by Breeder as per the Puppy Contract, Warranty and Bill of Sale (which will be supplied prior to puppy delivery or whenever requested by Buyer), (2) initial vet visit, (3) puppy's first round of shots & a written health record, (4) genetic testing & OFA clearances on both sire & dam, (5) dual litter registrations (AKC/UKC), (6) individual puppy registration with AKC (which typically includes a free month of pet health insurance), (7) microchipping & lifetime enrollment in AKC's Re-Unite program, (8) a 26-month health guarantee as to hereditary (testable) genetic defects, and (9) lifetime breeder support & acceptance in the Katian Nation (which gives Buyer various incentives, credits, discounts and bragging rights). Buyer acknowledges that the Purchase

Price does not include any taxes (Buyer's responsibility if puppy delivery occurs in Texas), shipping/transportation costs where applicable, extra add-on costs that AKC provides options for puppy's individual AKC registration, UKC individual registration (Katian litters are typically registered with UKC but not individual puppies), or any additional services offered by Katian Kennel (training, boarding, discounted puppy products, etc.).

Final Purchase Price. Breeder and Buyer agree that (a) the Deposit(s) shall be applied to the final purchase price of the puppy and (b) the remaining balance will become due and must be paid before the puppy is delivered and ownership is transferred from Breeder to Buyer. Buyer will receive an invoice from Breeder prior to the Puppy Pick Up Date, detailing the Purchase Price, Deposits Received, Additional Optional/Elected Costs and Taxes.

Adjustments to Purchase Price. Breeder puts a lot of effort into addressing potential buyers' unique needs/requests/situations and has developed a few ways to purchase a Katian puppy for a price that differs from the Purchase Price that is determined at the time of breeding.

Reduced Purchase Price. A reduction in the Purchase Price will be considered for (1) a buyer who would like to co-own a female Katian pup with Breeder (separate co-ownership contract will be required); or (2) a local buyer with a passion for field goldens but without adequate means to afford the typical Katian Purchase Price (separate contract for volunteering at Katian Kennels, bartering services or Katian-managed dog-related community service will be required); or (3) a child/person/family in need of a dog for an unmet need that a Katian pup could fulfill (additional information, essay, letters of recommendation and a separate contract will be required). Buyer agrees to notify Breeder if any of the above is of interest.

Increased Purchase Price. An increase in the Purchase Price will be considered for (1) a buyer with priority preference who would like to become essentially Katian's "lucky pick" for the litter assigned as detailed above; or (2) a predetermined genetically "clear" or "non-affected" puppy from a litter that may potentially have clear, carrier, and/or affected puppies as per genetic testing (*tons of misinformation exists regarding ichthyosis, which is common in field goldens... basically dandruff/scaly skin that only "affected" puppies could have...affected puppies may or may not ever be symptomatic....clear & carrier puppies will never be symptomatic...it is important to remember that ichthyosis is a cosmetic issue and does not affect the dog's quality of life...the field golden gene pool is very small and ichthyosis should not be bred around just to eliminate it as other possibly more significant health issues could arise in the breed just as has occurred in other breeds*); or (3) a buyer who wants to take an active role in the selection process among all available suitable puppies and doesn't necessarily have to follow Breeder's recommendation so long as buyer chooses a puppy that Breeder has deemed suitable for that particular buyer (i.e. Breeder has received special requests for the darkest puppy, the puppy who cuddles the most, the puppy who is the most energetic, the puppy who makes the most eye contact, the puppy their child wants, etc.) [* REMEMBER: the puppy chosen MUST be otherwise suitable for buyer...if there are 2 puppies who would be suitable for the buyer but are different shades of gold/red and 1 family has agreed to pay an increased price, the family that paid a premium will get to choose which of those puppies is to become their puppy]. Buyer agrees to notify Breeder if any of the above is of interest.

Breeding Program. Breeder does not breed puppies for the purpose of making a profit. The original purpose in creating the Golden Retriever breed was to be a “Gentleman’s Gun Dog” – having beauty, temperament (gentle/loving/loyal), brains & working abilities as a retriever. The focus of the Katian Kennel breeding program is to produce healthy and talented puppies with solid structure and locomotion (1) who will advance the golden retriever breed (particularly the “field” goldens), (2) who will be an asset with regard to the retriever competition world, and (3) who will serve as incredible representatives of the canine species and provide families with excellent dual-purpose (family/working) dogs who will be loved, cherished and well-cared for their entire lives.

Breeder Costs. Buyer understands and hereby acknowledges that breeding field goldens of this caliber is unbelievably expensive and time-consuming...including without limitation: costs of purchasing quality (potential future breeding stock) puppies from other reputable breeders, genetic testing costs, health clearance costs, top notch vet care expenses, reproductive evaluations/semen collection/semen storage and specialized oversight by a veterinarian theriogenologist, training costs, competition costs, whelping supplies, considerable time caring/loving/exercising dogs, an unimaginable amount of dog poop ;o), considerable time researching lines/health issues/genetics/nutrition, considerable time educating potential buyers and provide the most current information on Breeder’s website & social media, considerable time screening/reviewing potential buyers to ensure that they are a good family who can be trusted with a Katian pup, considerable time preparing a family for their Katian puppy, considerable time spent with Katian extended family answering questions & providing advice, considerable time following up with Katian extended family to check on how the Katian pup has been doing, considerable time training/traveling/competing, considerable time whelping & raising a litter, coping with the heartache of raising/training/screening a puppy for 2 years with the intention of it becoming Breeder’s next best breeding dog – but then fail a health screening or some unexpected condition arises that precludes him/her from breeding...or worse yet, losing a dog or puppy to an unexpected and unavoidable death as each have such a special place in Breeder’s heart, considerable time and the heart-wrenching decision to place a retiring bitch (but part of Breeder’s family nonetheless) with the perfect retirement home so she can be spoiled and enjoy the rest of her life and to make room for the next chapter of field goldens, considerable time & energy giving back to the dog world community (helping breed & rescue organizations, sacrificing weekends to judge retriever competitions, attending conferences & seminars, etc.)...many sleepless nights...never having a day off...but never regretting a moment of it).

Puppy Placements. Buyer acknowledges that there is no simple “pick order” for Katian puppies. Katian Kennel uses a thorough process to assign puppies to homes for which they will be best suited. An Active Reservation List is maintained to assist in placing puppies in approved homes and consists of future buyers who have an approved application on file with Katian Kennel and has provided a deposit and an executed Puppy Pre-Purchase & Deposit Agreement. Breeder shall provide Buyer with Breeder’s puppy recommendation and (upon Buyer request) an explanation of why Breeder believes said recommended puppy is best suited for Buyer. A “suitable” puppy is a puppy who Breeder believes will be a good fit for Buyer’s home and that

the Buyer (& family when applicable) will be a good fit for the puppy. Considerations are innumerable in this process and include without limitation: puppy observations, traits that Breeder has noted that tend to pass down to the offspring of Sire and/or Dam, Buyer's application info, lifestyle, profession, hobbies, desired purpose for dog, family composition, past & present golden ownership experience, past & present dog ownership experience, ability to mentally & physically care for puppy during its entire life, and most importantly: Breeder's intuition.

Date Deposit Received. Generally, the date of receipt (of an approved application and deposit) is the base consideration. It is Katian Kennel's priority to place the perfect puppy in the perfect home and for each and every family to have a puppy that is perfect for them. Buyer acknowledges that (so long as Buyer provides Breeder with all information important to what the ideal puppy would be) Breeder (based on the considerable amount of time spent with the litter & the formal assessment process that takes place, the experience with many years of breeding field goldens, and the success rate of the puppy placement process) is in the best position to select the best suited puppy for Buyer.

Priority for Working/Performance Homes. Buyer acknowledges that priority preference is given to families who will be ensuring that their Katian puppy will live a life conducive to what he/she has been bred for (working/performance) and that any family who has committed to this via Breeder will receive priority in the reservation list, which may result in a buyer moving up or down on the Active Reservation List.

Priority for Training Commitment with Katian Kennel. Buyer also acknowledges that secondary priority preference is given to families who commit in advance to ensure that their pup receives training that is best suited for the pup so that he/she grows up to be a good representative of the golden breed and is a well-mannered, obedient and desirable dog. Therefore, a family who commits to a Katian facilitated training program (puppy head start, puppy camp, gun dog puppy, obedience, gun dog foundation, etc.) will receive priority preference (~double priority preference if also planning to utilize their Katian puppy as a competition prospect), which may result in a buyer moving up or down on the Active Reservation List. Priority preference for a training commitment (as detailed in this paragraph) shall be evidenced by the execution of Katian's training contract.

Priority for Existing Katian Families. Buyer acknowledges that priority preference is also given to families who have previously owned a Katian puppy and desire to purchase an additional Katian puppy. Said families will receive priority in the reservation list, which may result in a buyer moving up or down on the Active Reservation List.

No Guarantee of a Particular Litter. Unless Buyer specifies a particular litter above (& breeder deems that there is a suitable puppy for Buyer from that particular litter), there is no guarantee that you will receive a puppy from the current/next litter of Katian puppies. This is due to numerous variables including: number of puppies in the litter, sexes of the puppies, any priority

reservations that may have moved up in the Active Reservation List, the aptitudes of the puppies.

On the Bubble (Threshold) Families. Due to the complicated process of puppy placements, there will be some buyers who may be assigned to a litter but are “on the bubble” for a puppy of said litter. This means that, depending on the aptitudes of the puppies and the number of puppies, the families who are on the top of the Active Reservation List will be assigned a puppy for the litter and although there may be enough puppies, there may not be enough puppies suitable for each & every family on the top of the list (so it is possible for a buyer, who would ordinarily have been expected to receive a puppy from said litter, to have to wait and another buyer, who would have otherwise had to wait, to be given the opportunity to get a puppy sooner (assuming the puppy is a match for the buyer). Additionally, there are rare occurrences that something has come up and a family may decide to wait for a future litter – in this instance, that buyer is removed from the Active Reservation List and placed on the Inactive Reservation List, allowing another buyer on the Active Reservation List to move up a spot and be qualified to receive a Katian puppy sooner than expected. There also may be a rare occurrence that a litter produces too many puppies who would do better in working homes and there may not be enough “pet quality” puppies to go to the active pet homes who may be on the top of the Active Reservation List, so depending on where Buyer is on the Active Reservation List, and what type of puppy they want (pet/hunting/service/performance), Buyer may have to wait until the next Katian litter to receive a puppy. Breeder will make reasonable efforts to keep all buyers informed and updated but Buyer may check the status of his/her reservation at any time. In the event Breeder offers a puppy out of a litter to Buyer, Buyer shall have 24 hours to accept or elect to decline and wait for a future available & suitable puppy. If Buyer has not made a decision within 24 hours of receiving notice of the available & suitable puppy, Breeder may offer said puppy to another buyer.

Unresponsive Buyer Automatically Transferred to Inactive Status. In the event Buyer is offered to be assigned to a litter but fails to reply to Breeder’s notification email within 5 days, Breeder may elect to remove Buyer from Breeder’s Active Reservation List and be placed on the Inactive List. Buyer may be returned to the Active Reservation List upon request by emailing Breeder. This paragraph does not apply to Buyer if Buyer informs Breeder of the desire to “pass” on a specific litter in favor of a future litter.

Katian Puppies are Only Sold with AKC “Limited” Registration. Buyer hereby acknowledges that Breeder will not sell a puppy outright with “breeding rights”. Breeder is willing to revoke the “limited” status in favor of “full” registration to allow Buyer to breed in the future ONLY if Buyer complies with the ethical breeding practices as outlined by the GRCA and the Katian Puppy Contract, Warranty & Bill of Sale, which shall be executed prior to releasing the puppy to Buyer. A template of said contract is available on the Katian Kennel website. Breeder does not charge any fees to revoke the limited status. AKC charges a nominal fee, which shall be the Buyer’s responsibility. Buyer will be prohibited from breeding said Katian dog/bitch if the terms in this paragraph and the aforementioned agreement are not fully complied with and Buyer will be subject to penalties if a breeding takes place.

Opportunity to Review Template of Purchase Agreement & Guarantee (a/k/a Puppy Contract, Warranty & Bill of Sale). Buyer acknowledges that by placing the reservation Deposit that the Buyer has read, understood, and agrees to the general terms set forth in said Agreement. Said Agreement is available on the Katian Kennel website or by Buyer requesting Breeder to provide access and/or links to the same.

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 laws provisions thereof.

Acceptance, Electronic Signatures & Copies. Parties agree to the terms in this Agreement, evidenced by the below signatures. Parties hereby approve photographic/Xerox copies and versions with electronic signatures (provided via email addresses as listed above or hand-delivered by a Party) as if they were original inked and executed agreements. Breeder's electronic signature below evidences Breeder's acceptance as to the general terms and form of this Agreement. Breeder's receipt of Buyer's signature and depositing Buyer's deposit into Breeder's Bank shall serve as Breeder's Approval of Buyer's application for a Katian puppy & shall serve as acceptance to the specific requests and terms (if any) that Buyer has added to this Agreement.

BREEDER:

Katian Kennel, LLC by Katie Brouillette

Electronic Signature: *Kathryn M. Brouillette*

BUYER(S): Signature: _____

Date: _____

BUYER'S SPOUSE/CO-APPLICANT/CO-BUYER (if applicable):

Signature: _____

Date: _____