

PUPPY CONTRACT, WARRANTY & BILL OF SALE

Breeder/Seller: Katian Kennel, LLC, 1793 CR 320, Lexington, TX 78947

www.katiankennel.com

Buyer(s): _____

Address: _____, _____, TX _____

Phone & Email: _____ @ _____ .com; _____

AKC Registration: **SS** _____

Sire: _____ ("_____")

Dam: _____ ("_____")

DoB: _____ Price: _____ Gender: _____ ("____") Microchip: _____

Registered Name Shall Be: "**Katian**____ (Call Name: "____")

NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, ARE MADE UNDER THIS CONTRACT EXCEPT THE FOLLOWING:

This puppy appears to be of sound body and good health at the time of purchase/delivery. Puppy has been examined by Breeder's veterinarian at least once and no defects or diseases were found. Buyer is encouraged to take puppy to Buyer's veterinarian to provide continued good health care.

For puppies that are picked up or delivered directly to Buyer, the puppy's immediate health is guaranteed for 3 business days. If puppy is found to be in unsatisfactory health, Breeder must be notified in writing by Buyer's veterinarian. Breeder will refund 100% of the purchase price upon return of the puppy and all paperwork. Any and all vet costs Buyer incurs are not covered by Breeder.

If, at ANY time, buyer decides for any reason that he/she cannot keep puppy, Breeder MUST be notified and given first right of refusal to obtain said dog(s).

If Buyer is not happy with his/her new puppy, it can be returned to breeder within one week for a replacement of equal value (within 12 months from the date of return) or the full refund of purchase price, at Breeder's discretion. In order to qualify for a replacement or refund under this paragraph, Buyer must certify that puppy has not been exposed to distemper or parvo, and that puppy has not touched the ground at/in/near (or otherwise been in contact with) pet stores, dog parks, vet clinics, shelters, rest stops, or anywhere that is common for dogs to frequent. Buyer is responsible for all costs associated with pup's return. Should puppy be diagnosed with an exposure disease (i.e. parvo, distemper, etc.) within 10 days of puppy's return to breeder, buyer agrees to be responsible for any and all related fees and costs.

Buyer, by signing this Contract, acknowledges that he/she is aware that there are many health problems that are not uncommon to the Golden Retriever breed. Some of these potential health problems are known to be genetic, some are believed to have some genetic predisposition, and the cause of others is unknown or is random in occurrence. Buyer further understands that the

technology does not exist to predetermine the genetic outcome of any breeding with respect to health, conformation, and temperament or performance ability.

Breeder has, to the best of her knowledge and ability, made a good faith effort to determine that the puppy's dam and sire are free of inherited orthopedic & genetic disease, & has made this information available. Notwithstanding the efforts of Breeder, **Buyer understands and acknowledges that Breeder cannot predetermine the outcome of the breeding & therefore** (other than what is expressly contained herein) **can make NO assurances of implied warranties that puppy will be free of inherited genetic or other disease, nor that puppy will meet Buyer's expectations with respect to conformation, performance or temperament.** However, Breeder offers the following options until the dog is 26 months of age. Genetic defects that prevent the issuance of OFA certification of the hips, elbow, heart and eyes (*designations commonly referred to as "breeder options" are excluded*) are covered. The defect must be documented by a licensed veterinarian. Breeder reserves the right to confirm defect with her veterinarian.

If dog is suspected of having a hereditary defect, this is the procedure that must be followed:

1. Notify Breeder by telephone, email and/or letter.
2. Buyer must arrange for all vet records to be sent directly from the dog's veterinarian(s) to Breeder.
3. If hip/elbow related defect is suspected, hip and elbow x-rays must be sent to OFA (NOT Penn Hip readings). Buyer must send Breeder a copy of the x-ray to Breeder.
4. If a heart related defect is suspected, it must be confirmed by a Cardiologist and advanced OFA/ECHO exam and copies of said findings must be sent to Breeder.
5. If an eye related defect is suspected, it must be confirmed by an Ophthalmologist and copies of said findings must be sent to Breeder.
6. Breeder reserves the right to require confirmation of alleged defect via veterinary professionals of Breeder's choosing. Breeder will cover costs incurred pursuant to this Paragraph 6, as long as the defect is confirmed by the veterinary professional. If an OFA clearance is successfully obtained as a result of this Paragraph 6, Buyer agrees to reimburse any costs incurred by Breeder in this regard.

If the dog cannot obtain a normal hip, elbow, heart or eye certification, or has a hereditary problem precluding it to be completely nonfunctional or unbreedable, then to qualify for a replacement pursuant to the below terms:

1. The dog must be returned to Breeder in otherwise good health or the dog must have been put to sleep by a veterinarian (only if veterinarian concluded it was in dog's best interest), and a letter from him/her stating that he/she has done so, must be sent to Breeder.
2. The dog's registration certificate must be returned to Breeder, signing ownership back to Breeder.

If it is found by a veterinarian to be in the best interest of the dog to be euthanized, the entire purchase price of any dog covered by this warranty may be applied to a puppy from any future Katian litter of Buyer's choice.

To be covered by this Warranty:

1. The dog must have **KATIAN** as the prefix of any of its registered name before it turns 2 years old.
2. The dog must be owned by the original Buyer and have not changed owners.
3. The dog must not have whelped or sired a litter.
4. The dog must be under 26 months of age.
5. The dog must **not** have been spayed/neutered/desexed prior to 12 months of age, unless approved by Breeder in writing.

If Buyer decides to keep the original dog with the genetic defect, Buyer agrees to spay/neuter/desex said dog and upon proof of the same, Breeder will refund ½ of the original purchase price in the form of a credit towards the price of a second puppy or in form of a cash refund at Breeder's sole option. The second puppy will be provided within 12 months of the contract remedy. Should Breeder determine that a suitable replacement puppy has not become available within 12 months, then Buyer has the option for ½ refund of the purchase price.

Breeder does NOT pay veterinary fees, or any other associated costs (i.e. shipping, OFA fees, etc.).

The entire purchase price of the puppy must be paid prior to, or at the time of pick up. All deliveries that take place in Texas will be charged Texas Sales Tax. Puppies that are sold outside of Texas (delivered) are exempt from sales tax. Any transportation costs must be paid prior to transporting the puppy.

Buyer intends to pick up the puppies directly from Seller. If plans change and Buyer requires delivery, Buyer agrees to notify Seller immediately and execute a Transportation Addendum, which will become part of this Agreement.

Buyer agrees to provide dog with:

1. Ongoing veterinary care, at least once per year for his/her life.
2. Fresh water at all times.
3. A premium dog food (puppy food must be specifically for "large breed puppies"). The only brands currently recommended by veterinary cardiologists are: Purina, Royal Canin, Hills/Science Diet, Eukanuba and Iams. If not feeding as recommended, you should arrange for a cardiologist/echo exam every six months.
4. Time with Buyer and Buyer's family.
5. Protection from the elements (sun, wind, insects, intense heat and cold).
6. Preventative treatment for heartworm and related parasites (year round).
7. Consistent exercise at least 4 times a week.
8. A current microchip registration listing (Buyer shall keep contact information up-to-date on AKC's microchip registration site; Buyer is encouraged to list Breeder as secondary contact).
9. Preventative care with regard to orthopedic problems (proper nutrition, prevent overfeeding/eating, and preventing stress injuries by not allowing puppy to jump excessive, especially for the first year).

Additionally, Buyer agrees to the following:

1. Ensure that dog is kept safe and under control at all times.
2. **Refrain from spaying/neutering/desexing dog until the dog is at least 12 months of age.**
3. Properly train the dog so that he/she is an asset to the community and not a nuisance.
4. Maintain safety & good health at all times, including adequate & appropriate attention, socialization, grooming, feeding, vet care, housing, & exercise. Please AVOID shaving a golden.
5. Refrain from overfeeding or feeding poor quality food/table scraps, which may result in an overweight and unhealthy dog. Please AVOID grain-free diets.
6. Refrain from allowing dog to ride in back of an open vehicle unless they are contained and protected within a secured crate or kennel.
7. Ensure that the dog is supervised and/or safe at all times to prevent unintended breedings. Please note that both male and female dogs are capable of climbing/jumping high fences, tearing through chain link or wire crates, digging under fences, opening certain latches - especially when in season/heat or when a dog in the neighborhood is in season/heat.
8. Provide Breeder regular reports on dog, which may include pictures, any accomplishments, problems and/or health issues.

This dog shall only be registered with AKC (American Kennel Club) and UKC (United Kennel Club). Breeder shall register this puppy on Buyer's behalf with AKC. This puppy is sold under AKC Limited Registration, which means that the offspring of this dog cannot be registered unless Breeder agrees to revoke the limited status so that "Full Registration" can be obtained. Full registration will be granted only to buyers who have demonstrated their commitment to breed betterment. Dog(s) must have completed the following health clearances: Heart, Hips, Elbows, Eyes, Thyroid, Dentition, & DNA tests. Buyer must send copies of certificates/reports to Breeder. There may be additional health tests required depending on DNA tests available at the time of the request to revoke limited registration. Dog must have also successfully obtained a performance title unless Breeder agrees to waive this due to a demonstrated hunting ability.

If, at any time, Buyer would like to register this dog with any other registration entity (i.e. Canadian Kennel Club, etc.), Buyer shall first obtain written permission from Breeder. Breeder will only grant permission to reputable breed/kennel/dog registries. Should Buyer attempt, whether successfully or unsuccessfully, to register this dog with any other breed/kennel/dog registry, without obtaining written permission from Breeder, Buyer hereby acknowledges that said act is a violation of this contract and Buyer agrees to pay Breeder a penalty in the amount of \$10,000.00 plus collection costs, attorney & court costs and/or fees.

If, at ANY time, Buyer decides for any reason that he/she cannot keep puppy, breeder MUST be notified and given first right of refusal to obtain said dog(s). Upon receipt, assessment of the health & behavior of the puppy/dog, and after the subsequent placement into another suitable pre-screened home, Breeder (at her sole option), may decide to provide Buyer with monetary consideration. Failure to comply with the terms of this paragraph is a direct violation of this contract and should Buyer transfer ownership/permanent possession rights to a 3rd party, not approved by Breeder, Buyer shall pay to Breeder a sum of \$10,000.00, payable upon demand.

Should your dog ever need advanced veterinary care (i.e. suspected serious illness or complex physical trauma), Breeder strongly urges Buyer to seek care at a "teaching hospital" for veterinary care (in Texas, that would be Texas A&M, College Station, TX, 979-845-2351). Breeder should be informed of any event and will be willing and ready to assist as she can to ensure dog is receiving the best possible care and to emotional support Buyer throughout the process.

THIS DOG MUST NEVER BE PLACED IN A SHELTER OR HUMANE SOCIETY.

By signing below, the parties hereby acknowledge and agree to the aforementioned terms:

Buyer(s): Signature: _____ Date: _____

Signature: _____ Date: _____

Seller/Breeder: Signature: _____ Date: _____

Seller/Breeder: Katie Brouillette, Managing Member 713-492-8599 (cell)
Katian Kennel, LLC, 1793 CR 320, Lexington, Texas 78947 www.katiankennel.com