

ROCK'NROLLA POODLES

PURCHASE AGREEMENT

This Agreement is made this ___ day of _____, 201__, and is between the Breeder or Seller and the Buyer as named below:

Seller: Oksana Fagenboym
420 Montgomery Street,
San Ramon, CA 94583

Buyers:

Seller and Buyer as collectively known as "Parties". The Buyer agrees to purchase from the Seller the following Standard Poodle Puppy:

Sex:

Color:

Litter No:

Date of Birth:

Sire of Puppy:

Dam of Puppy:

For the amount of: \$_____.

It is mutually agreed by the Seller and Buyer that the Puppy will be picked up by the Buyer on _____, (delivery date) in San Ramon, CA, and taken to the Buyer' home by _____ (transportation).

TERMS:

It is hereby agreed by both the Seller and the Buyer that the following conditions will be met and that no other warranties or conditions are expressed or implied:

Part of the purchase price, _____, will be paid immediately with this Agreement as a full payment for the Puppy.

On the date of sale Seller guarantees this Puppy free from any physical faults rendering it incapable of performing as a working dog, free of any disqualifying faults as established under the AKC Standard for Standard Poodles, and free of any known genetic health issues as described below:

Hip Dysplasia, Eye Exam by a boarded ACVO Ophthalmologist, Thyroid, Sebaceous Adenitis (SA), DNA Test for Neonatal Encephalopathy with Seizures (NEWS), DNA Test for vonWillebrand's Disease (vWD).

Seller warrants that the above described Puppy is a purebred dog registered with the AKC. The seller will provide a copy of certified AKC litter registration to the Buyer along with a payment receipt and copy of Agreement upon on the delivery date. The Puppy is being sold to the Buyer under **limited** registration with rights under the terms specified by AKC. It is further agreed that the Buyer will NOT neuter this Puppy unless there is a physical problem where the veterinarian recommends neutering the Puppy.

It is agreed that the Buyer will not neuter this Standard Poodle Dog or Bitch at an early age and will postpone this procedure to when the Puppy reaches 12 months of age to let him or her fully develop. Buyer must send the Breeder a copy of the medical records showing proof of this neutering in exchange for full ownership documents.

It is under Seller/Breeder description to specify this dog as a show dog or not and change the registration in order to start showing him or her in the AKC ring.

The Buyer agrees that the Puppy will carry the name in the pedigree given to him by his breeder prefix of the registered name. Buyer can give a Puppy any pet name. The guarantees stated in this Agreement are not transferable.

HEALTH GUARANTEE:

The Seller/breeder certifies that, upon receipt, the Standard Poodle Puppy referenced on Page 1 of this Agreement has had a thorough physical by _____.

The same Puppy has been immunized with its DHPP shot was administered by ABC Pet Clinic in San Ramon, CA on _____.

Breeder highly recommends that Buyer schedule the Puppy for his following Distemper and Parvovirus shots during the week of _____.

Also, said Puppy has been tested for worms and Guardia and results came negative on _____. The Seller/Breeder will provide the Buyer a proof for sets of shots. All future immunizations, and de-worming after the Buyer takes possession of the said Puppy, will be the responsibility of the Buyer.

The Buyer agrees to have the Puppy examined by the Buyer's veterinarian at the Buyer's expense in 3 days after purchase of the Puppy. The Buyer agrees to have the Puppy tested for worms, obtain treatment for worms, obtain treatment for heartworm preventative, and flea and tick control as well as schedule ongoing immunizations as it required by State.

If the Buyer's veterinarian finds the Puppy in poor health, the veterinarian's written description of the problem(s) must be provided to the Breeder, and must be dated within the three (3) days from the date the Buyer received the Puppy. If the Puppy does not pass the examination, the Breeder must be notified immediately, and the Puppy may be returned to the Breeder at the Breeder's expense, along with all registration papers and medical records for a full refund or replacement for a Puppy of equal value but only when same pet Puppy is available.

If the Buyer desires to retain ownership of said Puppy with health problems within the three (3) days of receipt of Puppy, Breeder agrees to negotiate the original purchase price of said Puppy. Under these conditions, the Buyer must neuter said Puppy with poor health when he reaches 8 months of age. It is understood and agreed by all Parties that said Puppy will NOT be used for breeding due to the discovered medical problem(s). If Buyer does not comply with the above conditions of said Dog with poor health, all warranties expressed or implied in this Agreement will be void.

Any condition that is minor and correctable, within reason, or that the Puppy may outgrow is not covered for refund or replacement. No refund or replacement will be granted in the event of abuse or neglect. Failure to have the Puppy examined by a licensed veterinarian in the specified time frame, (3 days upon taking ownership of the Puppy), will void all warranties expressed or implied in this Agreement. The Breeder is not responsible for contagious diseases diagnosed after the three (3) days from the date of purchase. Although seller/breeder willing to adopt said Puppy back any time when Buyer for any reason cannot provide care for said Puppy any longer. In this case Seller/breeder will hold on this dog till find a new home for it.

Also, Breeder recommends that the Puppy does not run next to a bike or run next to a Runner until he is 15 months of age so that the knees net properly and are not strained. Before the Puppy reaches about 15 months of age, its tendons are not strong enough to bear weight from the impact. Lax tendons allow the head of the hip bone to bang into the hip socket causing trauma to cartilage and bone. Breeder will not be responsible for this kind of damage.

Buyer agrees to keep his Puppy at home, and away from other dogs, public places, parks and will not allowing others from outside his home to pet or touch the Puppy until the Puppy's first year immunizations are done. This is to protect the Puppy from exposure to parvovirus and other infectious diseases.

Buyer will NOT enroll the Puppy in training classes until all immunizations are completed, (usually around 16 to 18 weeks of age), according to the veterinarian's schedule. Buyer agrees to feed a high quality dog food, (not a "grocery store" brand), ample fresh water, and the Puppy must reside indoors as part of the family in a clean environment.

The Seller/Breeder certifies that, upon receipt, the breeding pair DAM and SIRE did pass on all tests recommended by AKC. The Buyer understands that upon taking possession of the Puppy, that the Buyer assumes all responsibility and liability for the Puppy.

The Breeder will be notified in writing by certified mail, and or notified by phone, in the case of an emergency.

RIGHT OF RECOVERY:

Should the Buyer find himself unexpectedly in a circumstance where death or loss prevents him from being able to properly care for the Puppy, Buyer agrees to notify the Breeder or Seller and offer the Seller, First Right of Refusal at a price that not exceeds an adoption animals cost. As long as the Dog is in good health, and if not, any vet bills will be charged to the Buyer. Breeder or Seller will have 10 days to respond or decline. In the event of re-sale, with the Breeder's acting as an Agent for the Puppy/Dog, the Buyer will reimburse the Breeder of any advertising costs agreed to between the Buyer and Breeder, and provide the Breeder with a commission of 18% of the price of the dog. Should the Breeder decline purchasing the dog back, and the Buyer handles the sale of the dog elsewhere, the new Buyer(s) must be approved first by the Breeder. The Breeder should have good reason and be able to stipulate in writing why he would not approve the potential new Buyer(s).

The Buyer agrees not to sell this dog to any retail establishment, and will not under any circumstances place the Puppy/dog in a pound or rescue. Should the Buyer ever find himself in such despair to consider placing it in a pound or rescue, the Dog must be sent to the Breeder, with all applicable paperwork, (registration/vet records).

Should any terms of this Agreement be ignored or disregarded (with the exception of the Co-Ownership Agreement), it will breach the Agreement and the Buyer agrees to pay the Seller a fine of equal to the purchase price. In this case, the Buyer agrees to forfeit ownership of the Standard poodle back to the Breeder; and, if necessary, transfer and sign all registration papers back to the Breeder, and provide transporting costs incurred with returning the Dog to the Seller.

Any changes to this Agreement must be made in writing and signed by both parties. This Agreement is legal and may be enforced by legal means at the Buyer's expense and all disputes must be settled in the State of California, and is subject to the laws of the State of California.

This written Agreement constitutes the entire Agreement between the Seller and the Buyer. Both parties agree that there are no other terms other than those set forth in this document. It is understood that both Parties have read this entire document and have agreed to the contents herein, by signing below.

Oksana Fagenboym

Breeder or Seller

Date

Buyer

Date

rocknrollapoodle.com

rocknrollapoodles@gmail.com

510 612 3231
420 Montgomery Street,
San Ramon, CA 94583