

ROCK'NROLLA STANDARD 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
Website: rocknrollapoodle.com
Email: rocknrollapoodles@gmail.com
Phone: 510-612-3231

Buyers:

Address:

Seller and Buyer are 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 \$2,800 (Two thousand eight hundred dollars) ownership of the puppy/dog will be transferred to the Buyer.

It is mutually agreed by both Parties that the Puppy will be transfer to the Buyer on _____, (delivery date) in Pinole, CA, and taken to the Buyer' home by _____ (transportation).

TERMS:

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

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

1. The Puppy is being sold to the Buyer as a COMPANION DOG under limited registration without breeding rights under the terms specified by AKC.
2. On the date of sale Seller guarantees said Puppy is in good health and 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 should remain free of serious inherited defects that would affect its ability to function as a pet.
3. Seller warrants that both parents of a said puppy are free of any known genetic health issues based on their health tests results. Seller will provide a copy of tests performed along with a copy of sire and dam pedigrees if requested by Buyer.
4. The Buyer agrees to have the Puppy examined by the Buyer's veterinarian at the Buyer's expense in 3 days after purchase a Puppy. 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. Upon receipt by Seller of said certificate, Buyer shall be obligated to return the puppy to the Breeder for a full refund or replacement a Puppy of equal value when is available. 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.

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. If the Buyer desires to retain ownership of said Puppy with health problems (not minor and correctible) within the three (3) days of receipt of Puppy, Breeder agrees to negotiate the original purchase price of said Puppy.

All action taken to return the puppy shall be done with the best interest of the puppy/dog in mind.

5. The Buyer understands that upon taking possession of the Puppy, that the Buyer assumes all responsibility and liability for the said Puppy.
Buyer aware that poodles might suffer from a number of genetic diseases. Genetic diseases are inherited health conditions down through generations.
In the case that such a defect should appear, upon verification by a qualified veterinarian, Buyer agreed to not to pursue compensation from the Breeder.
6. Breeder agreed to replace the dog with one of equal or greater value base on availability by Buyer request. Return of the dog is optional.
7. Seller warrants that the above-described Puppy is a purebred dog registered with the AKC. The seller will provide an AKC registration paper to the Buyer along with a payment receipt (Bill of sale) and copy of Agreement signed by both Parties upon the delivery date.

8. The Puppy is being sold to the Buyer under limited registration with rights under the terms specified by AKC.

Buyer understands and agrees that it is under Seller/Breeder solely description to specify which puppy in a litter a show dog or companion dog and possibility to change the registration type in order to show or breed a puppy/dog under the AKC rules. Changes in registration type, should be following by both parties entered in a different contract "Co-owners agreement"

9. The Buyer agrees that the Puppy will carry the Rock'NRolla name as a prefix to a dog's name as registered in Pedigree. Buyer can give a Puppy any pet name.

10. It is further agreed that the Buyer will NOT neuter/spay this Puppy at an early age and will postpone this procedure to when the Puppy reaches 12 months of age, better 2 years, to let him or her fully develop, unless there is a physical problem where the veterinarian recommends neutering/spaying the Puppy.

11. The Seller/Breeder certifies that at 9 weeks of age the 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 _____ on _____
_____. Also, said Puppy has been de-wormed in an appropriate way. All future immunizations, and de-worming after the Buyer takes possession of the said Puppy, will be the responsibility of the Buyer.

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. Breeder or Seller will have 10 days to respond or decline.

In the event of re-sale, 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).

The guarantees stated in this Agreement are not transferable.

Should any terms of this Agreement be ignored or disregarded 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