



Sojourner Puppies Agreement and Contract

This agreement made the ____ day of _____, _____ by and between

Buyer:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

-AND-

Seller:

Name: Sojourner Puppies

Address: 305 Harrisburg Hill Rd

City: Alexandria State: KY Zip Code: 41001

Phone: (859)496-1869 Email: kristin@SojournerPuppies.com

Upon payment of the sum of _____ paid by the Buyer to the Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Dog:

Name of Dog: _____ Breed: _____ Color: _____

Sex: _____ Date of Birth: _____

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$_____, with the payment of balance of \$_____ due upon release of the Dog to the Buyer. The expected delivery date is _____ with a delivery price of \$_____, or such other dates as the parties may mutually agree. Payment of the balance of \$_____ may be made by cash, cashier's check, money order or Square.

Buyer acknowledges and agrees that Buyer will forfeit deposit and any rights to the Dog if:

- a) Buyer fails to complete the purchase of the Dog for any reason, or
- b) Buyer fails to pay the balance of the Purchase Price within 0 days of the agreed delivery date

In either event that the Dog is not available due to sickness, death, or any other circumstances owing to the fault of the Seller, Buyer's deposit will, at Buyer's option either be (i) refunded or (ii) transferred to the next litter of puppies.

A boarding fee of \$30 per day will be charged for each day the Dog is boarded past the agreed delivery date.

2. Seller's Representation and Warranties

The Seller provides warranty against debilitating congenital defects for a period of two (2) years after the date of sale.

- a. Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to prevent hereditary issues.
- b. Debilitating congenital defects are defined as those present since birth that are either life- threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.
- c. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy performed at the buyer's expense by a veterinary teaching hospital or state licensed DVM acceptable to the Breeder's veterinarian if the dog dies).
 - i. Buyer must supply any requested veterinary records related to the dog's condition to the seller within two days of diagnosis.
 - ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller's choice at the Seller's expense.
 - iii. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.

- d. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.
 - i. Original Dog need not be returned, provided there is proper documentation of congenital issue.
 - ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12 months.
 - iii. Color or gender is not guaranteed
 - iv. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.
- e. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.
- f. This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any physical problem, which is, or could be, caused by accident, injury, neglect, poor diet, or illness due to the ingestion of foreign objects, food, or chemicals.
- g. The Breeder has made a reasonable judgment regarding the eventual adult coat of the puppy, as well as an estimated adult weight and size. However, as these are living beings, this judgement does not guarantee the eventual coat type or size of the dog, nor is there a guarantee of the eventual allergy-friendliness, degree of shedding, or color of the coat at maturity.
- h. The Breeder warrants that the Dog has a sound temperament that is typical of the breed, subject to the caveat that the Breeder will only be considered to have committed a breach of this warranty if three or more littermates share the same defects in temperament. In other words, if the defect is not shared between three or more littermates, it is deemed that the defect is the result of unsuitable handling practices or training by the Buyer. In the event of the failure of this warranty, the Buyer agrees to return the Dog. The Buyer also agrees that its remedy is limited to the Breeder replacing the Dog free of charge with another dog of the same breed within 12 months of the return of the Dog. All shipping and transportation fees of the Dog (and the replacement dog) are the Buyer's sole responsibility, as is the responsibility and liability for conformance with all applicable laws during transport.
- i. No warranties or guarantees, expressed or implied, are made under this contract except as stated. This warranty is non-transferable.
- j. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

3. Buyer Responsibilities

- a. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.
- b. The Buyer agrees to have the puppy examined by a licensed veterinarian within three (3) business days of taking possession.
 - i. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund, less the reservation fee.
 - ii. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
 - iii. If the puppy is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.
 - iv. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.
 - v. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe.
- c. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.
 - i. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
 - ii. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
 - iii. Most parasites can be contagious, and it is possible that other dogs in the house can get them.
 - iv. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.
- d. The buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:
 - i. Housing the puppy indoors
 - ii. Feeding only a premium quality, complete puppy and adult food intended for dogs within the size recommendation for your breed (large breed puppy food for large breed dogs).
 - iii. Maintaining their puppy at a healthy weight
 - iv. Having their puppy seen by a licensed veterinarian for a wellness exam annually

- v. Taking their puppy to the licensed veterinarian if he or she gets sick or is injured
 - vi. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association
 - vii. Administering heartworm preventative medication (if living in an area of concern)
 - h. Registration of microchip
- e. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.
- f. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.
- g. The Buyer acknowledges and agrees that the Dog shall not be sold or given away to anyone, including to a shelter, pound, research laboratory, or similar facilities. If for any reason the Buyer is unable to keep the Dog for any reason, the Buyer acknowledges and agrees that he/she must first contact the Breeder and offer to return the Dog to the Breeder. The dog is to be returned to the Breeder at the Buyer's expense. In the Breeder's sole discretion, compensation up to half of the purchase price of the Dog stated in the Agreement, less the deposit, may be reimbursed to the Buyer in the event of a return within two (2) weeks of the Pick-up Date.
- h. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

4. Spay and Neuter Contract

- a. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy by 12 months of age.
- b. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches 12 months of age.
- c. If the Seller does not receive this documentation within this time, the warranty will become null and void.
- d. It is understood that at the time of sale that the puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion and / or working dog. It is being sold as a pet without breeding rights.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Kentucky.

6. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations, or warranties, express or implied, unless specifically stated in this Agreement.

Date

Signature of Buyer

Date

Signature of Seller

Acknowledgment of Receipt

I acknowledge that I have received the Dog into my possession.

Date

Signature of Buyer