**Shiloh Garden Standards**

Puppy Purchase Agreement

(Please read in full and carefully)

Unlimited Registration

 Debbie & Euker

PO Box 852

Stevensville, MT 59870

(406)240-9560

debbiespoodles@gmail.com [www.debbiespoodles.com](http://www.debbiespoodles.com)

Definitions used herein include:

“BUYER” shall herein be defined as:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“BREEDER” shall herein be defined as: Debbie or Steve Euker

“PUPPY” shall herein be defined as:

A PUPPY Registered with the American Kennel Club (AKC), with the registered name of Shiloh Gardens\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AKC Litter Registration No:\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_ Birthdate:\_\_\_\_\_\_\_\_\_\_­­­­­\_\_\_\_\_

In agreement on the purchase of a standard poodle puppy we voluntarily enter into, and agree to all terms delineated in this contract as witnessed by the signatures below.

 You, (the BUYER) agree that this puppy will not be used to breed mixed breed offspring of any type. He or She will be used to breed to/ and produce only the standard poodle breed. If found that this Shiloh Garden Standards Puppy has been used for mixed breed production (breeding), this contract will have been breached and will render this contract and all of its contents null and void.

I, (The BREEDER) reserve the right to keep any puppy from any litter for our breeding program.

I, (The Breeder) reserve the right of refusal to sell a puppy to anyone at any time for any reason.

***Breed/Show Prospect Terms***

Color :\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex:\_\_\_\_\_\_\_\_ Whelp #: \_\_\_\_\_\_\_\_\_

Sire: AKC#\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_ Reg Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam: AKC#\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_ Reg Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy as identified above is guaranteed to 2 years of age for the known congenital defects affecting the standard poodle breed (i.e. Eye Diseases checked by Eye Cerf, Heart Defect, Addisons, Sebaceous Adenitis, VwD. The parents of this puppy have been xrayed to establish that they are free of Hip Dysplasia via OFA or Penn Hip, Eye Cerf: (Normal), VWD: (Clear), SA: (Negative), & a Comprehensive Blood Panel.

Should the puppy be diagnosed with any genetically derived medical disorder which is attested to by two un-associated veterinarians, thereby causing both the BUYER and the BREEDER to agree that the puppy cannot ethically be bred, the BREEDER will, ***upon provision of veterinary reports*** and, where applicable, Orthopedic Foundation for Animals (OFA) report, or Canine Eye Registration Foundation (CERF) certification, provide the BUYER with ***(ONE OF THE FOLLOWING OPTIONS).***

Should the BUYER choose to keep the puppy as a PET and not purchase another dog for breeding, the BREEDER will refund the difference of the PET PRICE & the BREEDING Purchase Price of: $\_\_\_\_\_\_\_\_\_\_\_. The puppy must be Spayed or neutered before a refund check will be issued, and a Spay/Neuter Certificate must be provided to the BREEDER by the BUYERS veterinarian of choice OR:

Should the BUYER choose to keep the puppy and accept a replacement breeding quality puppy, the BUYER must pay the Pet price ***and any shipping or miscellaneous charges associated with the transport of the replacement puppy.***  Upon receipt of the Spay/Neuter certificate from the vet and the Pet price of $\_\_\_\_\_\_\_\_\_\_\_, the Breeder will provide a replacement breeding quality puppy as soon as such a puppy is available to the BREEDER.

***ABSOLUTELY NO REFUNDS WILL BE GIVEN ONLY A REPLACMENT PUPPY WHEN AVAILABLE***

Should the BUYER choose NOT to breed there Male/Female, NO refunds ***will be given between the Pet and Breeding Price.***

The BREEDER shall ***NOT***  be held responsible for the development of non-genetically derived disqualifying faults, diseases or disorders. Some of these would include common puppy ailments such as worms or parasites, any viral or bacterial diseases brought on by worms or parasites, cancer, tooth extractions or any complications where there are no genetic tests available.

The BUYER recognizes that there are health issues that are not a result of genetics and that the BREEDER is doing everything they can to provide you with a healthy and sound puppy. The BUYER agrees that the SELLER is not responsible for the actions or safety of this dog once it leaves the SELLER’s possession. ***The SELLER is not liable for any costs that result from such actions.***

The BUYER agrees that the puppy should not be used for breeding purposes until all necessary Genetic Tests associated with the Poodle Breed have been completed.

**HEALTH GUARANTEE**

The BREEDER guarantees that the above described puppy to be healthy at the time of sale. All puppies will be vaccinated by the BREEDER with the initial Parvo-Virus and Distemper Vaccines, ***unless otherwise requested as an informed choice.*** The BREEDER ***does not accept liability or responsibility for the result of or disease resulting in the lack of vaccinations performed on the puppy. It has been found that many immune disorders, etc. are a result of vaccinations, especially those given prior to 7 weeks of age.*** It has been documented publicly that vaccinations can carry negative effects to the puppy’s health, safety, wellness and longevity. Researching and making ***an informed choice*** in regards to vaccinations is the astute responsibility and decision of the BUYER. It is in the BUYERS best interest to research all vaccines, in particular, the Rabies Vaccine, including any detrimental effects this vaccine has to the poodle breed. REFERENCE: (***Vaccine Guide for Dogs and Cats by Catherine J.M. Diodati, MA).*** The BREEDER will provide the BUYER with a Health Record and pertinent information detailing the treatment the puppy has received under the BREEDERS care and future care the BREEDER fees is essential to the puppy’s wellbeing.

***If you choice is to NOT have you puppy vaccinated AFTER we have made the puppy selections, please sign and date:***

***\*Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_***

***For your Health Guarantee to be in effect,*** the BUYER agrees to have the puppy examined by a licensed veterinarian of the BUYERS choice within 3 days of receipt of the puppy (unless otherwise agreed upon do to travel). Weekends and holidays are not counted in the 3 day time frame. If the puppy is found to be other than healthy by the BUYERS veterinarian ***and attested to in writing to the BREEDER*** , the BREEDER will provide the BUYER with a replacement breeding quality puppy as soon as such a puppy is available to the SELLER, or refund 100% of purchase price. ***Breeder has one month from the purchase date to refund BUYER.***

The BUYER agrees to maintain the puppy’s health in excellent condition, and to provide yearly examinations, dental/ear care, necessary supplements and a high quality food and any other usual procedures necessary to assure good health, including proper training and care. Regular grooming is essential for the poodle breed and finding a good professional groomer or preferably learning to groom your own pup is also very cost effective and recommended.

The BREEDER has done everything possible to produce healthy and sound puppies both by breeding only dogs that are Genetically Tested and by raising the puppies in the best way possible in regards to diet, supplements (vitamins & probiotics), exercise, socialization and general care.

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The BUYER assumes the responsibility to carry on with the appropriate nutrition, exercise and a health feeding schedule as supplied by the BREEDER.

Standard poodles being a large breed dog, have a muscular and skeletal system that is growing until 18-24 months of age. Exercise must be modified and limited until said time, (18-24 months) due to the growth of the muscles, bones, bone plates, etc. Several mile hikes, walks or horse rides or repetitive jumping will break down their hips early. If this is done prior to this age, your puppy could develop Hip Dysplasia that is not related to genetics. In cases where this is participated in, this contract has been breached and the Health Guarantee is null and void.

The BUYER agrees that the SELLER is not responsible for the actions or safety of this puppy once it leaves the SELLER’s possession, as we cannot control the exposure of the puppy after leaving our home. The SELLER is not liable for any costs that result from such actions.

Great care must be taken in transporting your puppy after leaving our home. When taking your puppy to the vet or any public places it is recommended that the puppy travels in a crate for health and safety purposes.

It is highly recommended that you continue to add the NuVet Vitamins and Fastrack Microbial to their food daily for the lifetime of your puppy and that the BUYER attends obedience classes with the PUPPY and provides proper socialization opportunities.

**GENERAL**

The BUYER hereby agrees: That if the BUYER cannot take proper care of the puppy, decides to sell, relinquish or transfer the puppy, the BUYER must contact the BREEDER and the BREEDER will have the first right of refusal to either: a) Take the puppy back OR b) assist the BUYER in finding a suitable home for the puppy.

Should the BUYER choose to break any of the covenants of this Agreement, the remainder of the Agreement will be considered null and void.

This document constitutes the entire agreement between the BREEDER and BUYER with respect to this sale. The BUYER’s signature below indicates that he/she has read, agrees and does understand all of the conditions of the Sales Agreement and Contract .

***Your deposit is non-refundable to assure us that you are serious and committed to getting your puppy.***

***If for some reason we do not have the color or temperament that you are looking for in a puppy, we will move your deposit to a later litter.***

***Only exceptional circumstances would apply for a deposit refund.***

***This guarantee is non-transferable and will not be honored if this puppy is sold or otherwise transferred.***

All provisions in this contract are designed to safeguard the puppy, the breed in general and/or the community, and as such violation of any provision will cause damage to the BREEDERS reputation. Failure to comply with any provision will result in the return of the dog to the SELLER at the BUYERS expense.

\*BUYER has read the contract in full and agrees to uphold all covenants of this Agreement as of this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_\_\_

Buyers Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature/s:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City:\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_ZipCode:\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_