

On this _____ day of _____ 20____ Catherine Reyna of Selah Standard Poodles (hereinafter, Breeder), and _____ (hereinafter, Buyer) entered into the following Limited Purchase Agreement, (hereinafter, Agreement):

WHEREAS, Breeder is the seller of the following described Puppy (hereinafter, Puppy):

Date of birth: _____ Sex: _____ Color: _____
Puppy Registration #: _____
Sire's Reg Name: _____
Sire's Reg #: _____
Dam's Registered Name: _____
Dam's Registration #: _____

WHEREAS, Puppy Name: _____

Breed: STANDARD POODLE

Date puppy was delivered to new owner: _____

Buyer: _____

Buyer's address: _____

Buyer's phone: _____

Buyer's email: _____

WHEREAS, Buyer(s) desires to purchase Puppy for the total amount of \$ _____ due in full at time of pickup or 24 hours prior to transportation arrangement's scheduled pickup;

WHEREAS, Buyer and Breeder understand that "Limited" Purchase Agreement means that Puppy is to be spayed/neutered as described herein;

THEREFORE, the parties further agree as follows:

TERMS

- I. Texas Law governs this contract. Buyer warrants that this Limited Purchase Agreement contains the entirety of the parties' agreement. No promises outside of this agreement have been extended. Should the parties be unable to resolve disagreements regarding the purchase or agreement, the parties agree to resolve the matter by:
 1. Returning Puppy to Breeder **unharmred, unaltered, fully capable of breeding;**
 2. Either Party filing a Petition within Breeder's corresponding Justice of the Peace Court Precinct 4 located at 2711 S East Loop 410, San Antonio, Texas 78222;
 3. The prevailing party agrees to pay filing fees and costs in addition to any monies awarded in Judgment.
- II. Puppy may be spayed/neutered after 24 months of life without penalty.
- III. It is agreed that if, for any reason at all, Buyer feels that the dog, despite his/her best efforts, simply does not work out at any time during Puppy's life, Breeder has first choice in taking Puppy back. Breeder may assist in rehoming Puppy rather than taking Puppy.
 - i. If the Puppy is returned after 24 months from Puppy's birth, Refund Policy listed below will not apply.

REFUND POLICY

- IV. If Puppy is returned for personal reasons on behalf of Buyer, no money is required to be refunded.
- i. Puppy is required to remain **unharmd, unaltered, fully capable of breeding if Buyer seeks to return Puppy, for any other reason;**
 1. If Puppy is harmed, altered, or rendered incapable of breeding by Buyer within 24 months of Puppy's life, Buyer is responsible for paying Breeder \$1,000.00.
 - ii. If at any time Buyer is cited by legal authority for animal endangerment/neglect/abuse, etc., Breeder will have authority to take the animal back with no refunded money returned to Buyer.
 - iii. All veterinarian costs and shipping costs to return Puppy are Buyer's responsibility.

HEALTH GUARANTEE -Birth through 24 months of Life

- V. Puppy is defined as a register-able Standard Poodle and has been health checked, including general confirmation of health of teeth, ears, eyes, temperature, heart rate, respiratory functions, genitals, and biology by Breeder's licensed Veterinarian on _____, 2020, unless noted below:
- i. Breeder and Buyer have agreed to forgo Buyer paid health check. Buyer waives health check requirement. _____ (Buyer initials). _____ (Breeder initials)
- VI. Breeder guarantees Puppy was administered his/her first shot(s) at 6 weeks of age and 9 weeks/12 weeks (if Breeder is still in possession of Puppy at that time) and been on an appropriate de-worming schedule as recommended by Buyer's licensed Veterinarian consistent as follows:
1. _____ at 2 weeks of age
 2. _____ at 4 weeks of age;
 3. _____ at 6 weeks of age.
 - ii. Buyer acknowledges receipt of all documentation (if applicable);
 - iii. Buyer agrees to have Puppy tested for the following diseases and the results are negative:
 1. Neonatal Encephalopathy with Seizures;
 2. Degenerative Myelopathy;
 3. Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration;
 4. Von Willebrand Disease I
 - iv. Buyer also guarantees Puppy against the following conditions:
 1. Hip Dysplasia until 26 months of age for 50% refund with proper documentation without requirement to return Puppy;
 2. Congenital defects.
 - v. In the event any of the preceding diseases are diagnosed by Buyer's licensed veterinary office, Buyer is required to provide Breeder with 48-hour phone notification from diagnosis and written statement from veterinary office stating findings, which will be reviewed by Breeder's veterinary office. Buyer and Breed agree as follows:
 - a. Breeder will provide Buyer with a replacement puppy of Buyer's choosing same registry and cost; or
 - b. Return Puppy at Buyer's cost, with AKC registration papers, **unharmd, unaltered, fully capable of breeding;**
 - c. **No additional costs will be Breeders responsibility;**
 - d. If Puppy's life ends as a result of the congenital, hereditary defect Buyer agrees to provide Breeder with signed statement from licensed veterinary office confirming such event and cause. Written confirmation of death or euthanization is required.

- e. If cause is unknown, an autopsy at Buyer's expense will be required before Health Guarantee will take effect confirming cause of death. If a congenital, hereditary defect is confirmed in writing by a licensed veterinarian, Selah Standards will reimburse Buyer for autopsy cost; and
 - f. Breeder will provide Buyer with a replacement puppy of Buyer's choosing of same registry and cost.
 - vi. If a replacement puppy is unavailable Buyer will be placed on the waiting list for the next available litter.
 - vii. The following conditions are excluded from the Health Guarantee:
 - 1. Heart murmurs up to grades 1 and 2 are considered congenital health defects however they often times will go away. Therefore, they are excluded for refund or exchange for a different puppy;
 - 2. Tail and dewclaw regrowth;
 - 3. Parvovirus is not covered under the Health Guarantee and Breeder is not liable if Puppy contracts said disease after leaving Breeder's care.
 - a. If Puppy contracts virus within 7 days of exchange, Selah Standards will either:
 - i. Pay up to \$300.00 of Buyer's Veterinary bill with proper documentation, or
 - ii. Receive Puppy to treat Puppy and return Puppy once fully healed.
 - 4. Hernias, and teeth alignment are other issues which can be fixed and/or do not harm the puppy and therefore is excluded from Health Guarantee;
 - 5. Poor nutrition or parasites;
 - 6. Color changes, bit or teeth malformation, temperament issues, aggressive personalities, biting other dogs or humans, accident death, or negative adjustments to new environments.
 - viii. This health guarantee does not cover an animal that has been used for breeding. Waiting for spay/neuter in poodles is important. They are a slow growing breed and need these hormones for good health later in adulthood
- VII. Buyer agrees to have Puppy checked by a licensed veterinarian within 5 days from when Buyer picks it up.
 - a. If Buyer fails to do so, the Health Guarantee is null and void;
 - b. If any defect, life threatening condition, or disease which would lessen Puppy's quality of life is found by Buyers veterinarian, an explanation from Buyer and a signed statement from the Veterinarian must be given to Breeder.
 - 1. Buyer has the option of either returning Puppy **unharmred, unaltered, fully capable of breeding**. In exchange Breeder will provide Buyer with a replacement puppy as soon as such a puppy is available; or
 - 2. Refund of 50% of the original purchase price and reimbursement for Buyer veterinary costs.
- VIII. Puppy is guaranteed of good health up until _____, 20____(24 months after birth).
- IX. Breeder is not liable for any injury to Puppy after leaving Breeder's care.
 - a. If Buyer uses a transport company or other representative/individual to transport Puppy, be it known that:
 - 3. Buyer is financially responsible for such service and must procure service on his/her own. Breeder is not responsible for procuring such service.
 - 4. Breeder is not liable for any injury or disease that could occur during said transport;
 - 5. Buyer assumes all responsibility from the moment Puppy leaves Breeder's care.

6. If using a transport company or individual to transport puppy, please fill out:
Transport Company: _____
Individual Name: _____
Phone Number: _____

X. The Health Guarantee is not valid if the dog is ever sold or given to a third party.

XI. Other Terms of this sale: _____

Breeder neither makes nor implies any warranties, guarantees, expressed or implied, other than those stated in this Agreement. This document constitutes the entire Agreement between Breeder and Buyer with respect to this sale and is not transferable to any other person(s).

SELAH STANDARDS

BUYER

Catherine Reyna
Owner/Breeder
Phone: 806-346-7610
Email: catherinereyna@gmail.com
SelahStandards.com

Name:
Address:
Phone:
Alt Phone:
Email: