



PUPPY SALES AGREEMENT

Doodlebug Farms, LLC

(731) 487-3360

doodlebugfarms1@gmail.com

Buyer's Information

Name: _____

Address: _____

Phone: _____

Email: _____

Purchase Information of "Puppy"

Buyer desires to:

Make a deposit on a puppy from a future litter.

Make a deposit toward a puppy from a current litter.

Purchase a puppy.

Gender:

Male

Female

"Purchase Price" & Pickup Date

Buyer agrees with the Seller in consideration of the performance of the above Purchase information to pay Seller to the total sum of \$_____.

1. \$_____ has been paid as of the date of this Agreement.
2. \$_____ has been paid as a Non-Refundable Deposit.
3. \$_____ is to be paid as the remaining balance owed towards the puppy. Balance must be paid by the payment date to be emailed to the buyer.

This contract is made between Doodlebug Farms, LLC ("Seller") and _____ ("Buyer"), this the _____ day of _____, 20____ ("Agreement").

1. Deposit & Payment of Purchase Price. The Purchase Price is set forth above. Payment of the balance shall be made by cash, check, or through Venmo. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Puppy if:

- (i) Buyer fails to complete the purchase for any reason; and/or
- (ii) Buyer fails to pay the remaining balance of the Purchase Price owed to Seller by the payment date to be emailed to the buyer.

In either event, Seller shall be free to sell the Puppy to another party. In the event that the Puppy is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer has the option of a refund of Buyer's deposit or to transfer the deposit to the next litter of puppies provided by Seller. In the event that Buyer decides not to purchase a puppy from the litter the Buyer placed a deposit on, the Buyer may defer their deposit amount to the next litter, but the Buyer will not receive a refund.

2. Boarding Fees. A boarding fee of \$25.00 per day will be charged and added to the Purchase Price for each day the Puppy is boarded by Seller past the agreed pickup date, unless otherwise agreed to by the Parties to this Agreement, in writing. The Boarding Fees will be added to the Remaining Balance owed and must be paid in full prior to Seller's release and transfer of rights in the Puppy to Buyer.

3. Transfer of Ownership and Registration. Upon payment of the Purchase Price in full, Seller shall promptly take all actions required to officially transfer ownership and registration (if any) of the Puppy to Buyer.

4. Seller's Representations and Warranties. Seller represents and warrants to the Buyer:

- (i) Seller is the legal and true owner of all rights in the Puppy and that Seller has full right and authority to sell and transfer ownership rights in the Puppy.
- (ii) The Puppy is being sold, as a pet, free and clear of any lien, security interest, charge or other encumbrance.
- (iii) The Puppy is that of the breed as that marketed to the Buyer.
- (iv) Upon payment of the non-refundable deposit amount, Seller guarantees that Buyer will either be placed on a waiting list for a puppy in the next litter or will have a puppy from the current litter, if available at the time of the deposit.

(v) In the event that Buyer decides not to adopt a puppy from the litter that Buyer placed a deposit on, Buyer may defer their deposit amount to the next litter, but Buyer will not receive a refund of the deposit amount due to this decision.

(vi) If the Puppy develops a severe genetic disability before the Puppy turns one (1) year of age, Seller will replace the Puppy at the Seller's discretion. Buyer must provide proof of genetic disability from a veterinarian, and Seller reserves the right to require a second opinion from a vet chosen by Seller. Buyer will not be required to return the original purchased Puppy. This warranty and health guarantee does not include heart murmurs, and Buyer is responsible for any and all medical and veterinarian costs associated with the Puppy.

(vii) Seller provides Buyer with a three (3) day health guarantee. Buyer is required to take the Puppy to a veterinarian within three (3) days of the scheduled pickup date. If the veterinarian determine that the Puppy is unhealthy or unfit for sale, the Puppy may be returned for a full refund. This health guarantee does not apply to any health issues caused by neglect or injury from Buyer towards the Puppy or to minor illnesses and health issues such as colds, allergies, internal or external parasites, or umbilical hernias. Seller reserves the right to request a second opinion from a veterinarian of its choosing before issuing any refund.

(viii) To ensure the Puppy will not be euthanized or taken to an animal shelter, Seller agrees take the Puppy back at any time during the Puppy's life. Seller will not issue a refund or provide another Puppy to Buyer, notwithstanding anything contained herein to the contrary.

(ix) Seller agrees to administer de-wormer and a minimum of one set of vaccinations to the Puppy prior to the scheduled pickup date.

5. Buyer's Representations and Warranties. Buyer represents and warrants to the Seller:

(i) Buyer will have the Puppy spayed or neutered at the age recommended by a veterinarian, not to exceed the Puppy attaining one year of age. Buyer is required to provide proof in writing of spay/neuter to the Seller by 30 days following the puppy's first birthday or agrees to pay a fine of \$2000. The penalty does not eliminate the requirement to have the dog spayed or neutered.

(ii) Buyer shall not, under any circumstances, use the Puppy for breeding purposes during any point of the Puppy's life.

(iii) Buyer shall provide all remaining vaccinations to the Puppy.

(iv) The Puppy will reside with Buyer and Buyer's family as a pet.

(v) Throughout the duration of the Puppy's life, Buyer will keep the Puppy in an enclosed area of adequate size and will not allow the Puppy to roam at will, will not keep the Puppy chained, tethered, or permanently house the Puppy in a kennel.

(vi) Buyer will provide Puppy with nutritious food and necessary veterinarian care, including de-worming, heartworm prevention, and regular vaccinations throughout the Puppy's life.

(vii) Buyer is not acting as an agent for any other person, business, or other entity or third party in the purchase of the Puppy.

(viii) Throughout the Puppy's life, Buyer will not sell, give, or release the Puppy to a pet shop, retail store, animal shelter, animal dealer, animal testing facility, animal research facility, or to any agent for any such business or facility.

(ix) In the event that Buyer sells the Puppy to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

6. Disclaimer of Warranties. Notwithstanding anything contained in this Agreement to the contrary, Seller makes not warranties, express or implied, concerning the purchase and condition of the Puppy. **IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND ARE LIMITED TO THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT.**

7. Remedies upon Default by Buyer. In the event that Buyer defaults under any term of this agreement, and Seller undertakes legal representation to file suit and/or to recover the amounts owed by Buyer to Seller, Buyer shall be liable for any and all costs and attorney's fees incurred by Seller. In the event that Buyer fails to pay the remaining balance of the Purchase Price in accordance with the terms and conditions stated herein, a finance charge of 1.5% of the total Purchase Price, per month, shall accrue and be added to Buyer's Purchase Price, which must be paid in full prior to Seller releasing the Puppy to Buyer.

8. Choice of Law and Forum Selection Clause. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be resolved in the courts of Madison County, Tennessee. The undersigned agree to

the jurisdiction and venue of any disputes arising from this Agreement being in the courts of Madison County, Tennessee. The parties voluntarily waive their right to a jury trial.

9. Modification. Any changes made to this Agreement and/or any changes concerning the scheduled pickup must be done in writing and signed and dated by all Parties. The normal rules of construction which require the terms of an agreement to be construed more strictly against the drafter of such agreement are hereby waived as each party has been represented by counsel or had the opportunity to be represented by legal counsel in the drafting and negotiations of this Agreement. This contract is the full agreement between the Parties. There are no additional or oral terms other than those stated herein.

The Parties have execute this Agreement on the date set forth above.

BUYER:

Signature

Signature

SELLER:

DOODLEBUG FARMS, LLC

By:_____

Title:_____