

Two Acre Wood Purchase Agreement & Guarantee (Full “Breeding” Registration)

This agreement (“**Agreement**”), dated as of _____ (the “**Effective Date**”), is between Mark & Ashley Sauder, the owner/operator of Two Acre Wood (“**Breeder**”), and (“**Buyer**”)_____. The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

- **REGISTRY:** _____
- **REGISTERED NAME:** _____
- **REGISTERED NUMBER:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** _____
- **DAM:** _____
- **DAM REGISTERED #:** _____

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$200.00 (“**Deposit**”) has been paid to Breeder. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy/dog that meets Buyer’s identified preferences is not available when it becomes Buyer’s turn to pick a puppy/dog from the selected litter, Buyer may elect to have the Deposit transferred to the next litter.
2. **Purchase Price.** The full purchase price of \$3000.00 (“**Purchase Price**”) is agreed with the remaining balance due in full (\$2800.00 remaining after the deposit is paid) upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via or payments through Good Dog (pay.gooddog.com/two-acre-wood), via cash or check (received 1 week before the puppy/dog is picked up).
3. **Full Registration.** The puppy/dog is a purebred standard poodle and is being sold with full registration, which allows show and breeding rights on the puppy/dog. Breeder agrees to provide Buyer with all registration papers.
4. **Additional Registration by Buyer.** Buyer shall register the puppy/dog with any additional registry the buyer desires. Buyer agrees to (a) use Breeder’s kennel name Two Acre Wood OR TAW when registering the puppy/dog, and (b) Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent and will never remove the kennel prefix from the puppy/dog’s registration name.
5. **Breeder’s Obligations.** Breeder represents and warrants the following:
 - a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer’s payment of the remaining Purchase Price.
 - b. State of Health: Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to the Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours (or a longer period of time with Breeder’s prior written consent if Buyer notifies Breeder that Buyer is unable to obtain an examination because of certain communicated and agreed upon reasons) of receiving the puppy/dog (the “**Examination Period**”) for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian

must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer’s ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog’s transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis, dentition and umbilical hernias. Breeder encourages the Buyer to purchase health insurance for the puppy/dog.

- c. **Long-Term Health Warranty.** (i) Breeder provides a 1 **year warranty** from the puppy/dog’s date of birth against severe hip and elbow dysplasia and severe cataracts or blindness. Buyer must not push the puppy/dog or over exercise the puppy/dog before the puppy/dog is physically mature which occurs between the age of eighteen months to two years. Examples of over exercise include long distance running, dock diving, jumping hurdles, etc. (ii) Breeder provides a **lifetime warranty** against 7 congenital diseases. For purposes of this section, “debilitating congenital conditions” (i) include Neonatal Encephalopathy, Degenerative Myelopathy, Von Willebrand disease (Type 1), GM2 Gangliosidosis, Intervertebral Disc Disease (Type 1), Osteochondrodysplasia and Progressive Retinal Atrophy. (ii) Debilitating congenital conditions expressly do not include fertility, color, temperament, conformation including dentition and misaligned teeth, umbilical hernias, heart murmur, allergies, autoimmune disorders, cancers, bloat, trauma, abuse and failure to maintain the health of the puppy/dog. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder’s choice for examination. Take caution as to where the puppy/dog visits until the entire series of puppy shots/vaccines has been given (16-18 weeks). Avoid the floor/ground of Pet Stores, dog parks, rest areas, etc. Parasites, Coccidia, Parvo or other easily transmittable illness, many of which can be brought on by the stress of being re-homed can be avoided with proper precaution. Always carry your puppy when in public places (example: visiting the vet office) where unfamiliar and unwell dogs may have walked, urinated or defecated. The puppy/dog will have their tails left long/natural and their dew claws intact. Two Acre Wood screens the background of all prospective sires and dames and health tests each individual dog used in the breeding program to reduce the odds of whelping a genetically inferior or defective puppy. The Breeder encourages the Buyer to purchase pet health insurance for the puppy/dog. The puppy is being sold as a breeding prospect. To the best of the Breeders knowledge and at the time of the sale the puppy has the potential to become a potential sire or dam and is produced from genetically clear individuals. However, the Breeder does not guarantee that the puppy will mature to become a breeding dog.
- d. **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy/dog (i) was “unfit for purchase” or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may (x) return the puppy/dog and receive a replacement puppy/dog from the next available litter of equal or better value or (y) choose to keep the puppy/dog and receive a replacement puppy/dog from the next available litter of equal or better value. Should the puppy/dog be returned or exchanged according to the terms of this section, Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, air, freight charges, and transport fees.
- e. **No Other Warranties.** No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an “as is” condition, except as expressly and specifically set forth herein.
- f. **Disputes.** If for any reason, a dispute about the said puppy/dog goes to court, it shall be taken up in the Brown County, Wisconsin courts and any and all court fees will be the responsibility of the buyer.

6. **Buyer’s Obligations.** Buyer agrees to the following:

- a. Proper and Complete Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe preferably fenced (physical or underground) exercise area, and proper and sufficient quality nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, annual wellness exams, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.
 - b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; (iii) flea and tick prevention and (iiii) annual examination by a licensed veterinarian.
 - c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
 - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
 - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as running distances, dock diving, jumping hurdles) until the puppy/dog is full grown (eighteen to 24 months) or the activity is approved for the dogs age by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian. Avoid keeping the puppy/dog only on slick surfaces (ie: tile, linoleum, wood/wood type or any flooring that does not allow the dog traction when moving and significantly contribute to hip and elbow dysplasia.
 - d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
 - e. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) re-homed by Buyer in each case without any refunds or payments due to Buyer.
 - f. Transfer Outside of the United States. Seller gives up future rights to make decisions regarding the transfer of the puppy outside the United States.
 - g. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void and possible removal/transfer of ownership of the puppy/dog from the Buyer.
- 7. Breeding Rights.**
- a. Breeding Prospect. Seller acknowledges that the puppy/dog is being sold as a breeding prospect and represents that, at the time of sale, the puppy/dog shows promise of being worthy of being bred as an adult at the time of sale. Buyer acknowledges that due to changes, which can occur as a dog matures, and the necessity of health clearances being obtained prior to breeding, Seller is not providing a guarantee that puppy/dog will be of breeding quality as an adult. If puppy/dog fails to pass any health clearances or is otherwise determined by Seller to be unsuitable for breeding, Buyer agrees (i) not to breed the puppy/dog and (ii) to promptly have a hysterectomy/spay or vasectomy/neuter completed on the puppy/dog at Buyer's expense.

- b. **Breeding Partner.** If the puppy/dog is female, Buyer must responsibly choose a stud dog(s) to be used on the puppy/dog that has been genetically health tested and will not produce puppies with known genetic diseases. If the puppy/dog is a male, Buyer must select a female to be used on the puppy/dog that has been genetically health tested and will not produce puppies with known genetic diseases.
 - c. **Breeding Costs.** Buyer is responsible for all costs related to breeding the puppy/dog, including, but not limited to, the costs of health clearances, stud fees, transportation, veterinary care, and whelping and raising the litter.
 - d. **Seller's Ongoing Rights.** Seller gives up future breeding rights pertaining to the puppy/dog unless otherwise specified in this section.
8. **Showing Rights.**
- a. **Showing Prospect.** Seller acknowledges that the puppy/dog is being sold as a show prospect and represents that, at the time of sale, the puppy/dog is free from any major faults and shows promise of being able to complete an AKC breed championship. Buyer acknowledges that due to changes which can occur as a dog matures, Seller is not providing a guarantee that puppy/dog will be of showing quality as an adult.
 - b. **Maintenance.** Buyer agrees (i) to maintain the puppy/dog in show condition, which includes providing proper nutrition, training, and continuous socialization for the puppy/dog and (ii) to maintain the puppy/dog's optimal weight as appropriate for the show ring. Buyer is free to attempt to show or not show the puppy/dog to its AKC championship.
 - c. **Showing Rights.** Buyer may show the puppy/dog himself/herself, or may utilize the services of a professional handler. Buyer shall be responsible for all expenses related to showing the puppy/dog.
9. **Ongoing Communications.** Both parties agree to notify the other of any change of address, email or phone number within 6 months of the change.. Buyer agrees to (a), to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registries and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression.
10. **Remedy for Mistreatment.** If the Breeder deems the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a third party licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog and its duly signed AKC transfer papers/registration and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
11. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a Good Dog mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. If for any reason, a dispute about the said puppy/dog goes to court, it shall be taken up in the Brown County, Wisconsin courts and any and all court fees will be the responsibility of the buyer.
12. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflicts of laws provisions thereof.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER: (signature)

BUYER: (signature)

Name:(print) _____
Address: _____

Email: _____
Phone: _____

Name:(print) _____
Address: _____

Email: _____
Phone: _____

BREEDER:

BUYER:

Name: _____
Address: _____

Email: _____
Phone: _____

Name: _____
Address: _____

Email: _____
Phone: _____

WITNESS:

Name: _____
Address: _____

Email: _____

Phone: _____