

Two Acre Wood Purchase Agreement & Guarantee (Limited “PET” Agreement)

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

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

The **Breeder** and **Buyer** agree as follows:

1. **Application Fee (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 Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. 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 wait until the desired puppy is available.
2. **Purchase Price.** The full purchase price of \$ 1900.00 (“**Purchase Price**”) is agreed with the balance due in full (a) at least 1 week before the puppy/dog is delivered to Buyer if buyer is paying by check or (b) 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 check (due 7 days ahead of pickup) or by credit card or debit card payments through Good Dog at pay.gooddog.com/two-acre-wood at the pickup of the puppy or by cash at pickup of the puppy.
2. **Limited Registration.** The puppy/dog is a purebred standard poodle registrable with _____ and is being sold with limited “pet” registration. Breeder agrees to provide Buyer with all registration papers. The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for registration and the buyer shall alert the seller immediately upon knowledge of the pregnancy and pay the remaining \$1600.00 full “breeding” price.

3. **Registration by Buyer.** Buyer may register the puppy/dog with their desired registry. Buyer agrees to (a) use Breeder's kennel name/abbreviation (TAW) when registering the puppy/dog, (b) not remove the kennel prefix from the puppy/dog's registration name.
4. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer will immediately pay Breeder \$ 1600.00, which is the difference between the limited "pet" purchase price and Full "Breeding Rights" purchase price (b) all of Breeder's warranties set forth in this Agreement will become null and void.
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 the Buyer upon Buyer's payment of the full 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 Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within **7 days** 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 according to the current Two Acre Wood Health Guarantee/Warranty, the puppy/dog may be returned to Breeder within 7 days of the examination date 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, urinary tract infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), conformation including dentition, vaginitis or umbilical hernias.
 - 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, trauma, bloat, 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.

- d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was “unfit for purchase” based on the current Two Acre Wood Health Guarantee/Warranty or (ii) has a genetic disorder that is identified within the warranty periods described above, (a) the Buyer may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount) or (b) receive a refund of the purchase price and no moneys to cover veterinary expenses or (c) receive a replacement puppy when the next puppy on the waitlist becomes available.
- 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.

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

- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements with the knowledge that standard poodles are a “needy” breed and do best when dwelling with the Buyer, a safe (preferably fenced, physical or underground) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog’s lifetime, including but not limited to, annual wellness visits and 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) annual examination by a licensed veterinarian; and (iv) routine treatment for ticks, fleas and other pests.
- c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
 - i. Proper nutrition (large breed food preferred) 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 excessive, repetitive jogging/running, dock diving, jumping hurdles, etc.) until the puppy/dog is full grown, eighteen months to two years, or the activity is approved 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, eighteen months to two years, or the activity is approved by a licensed veterinarian.
- 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 to a home that meets this contract's standard of care without any refunds or payments due to Buyer. The Breeder is available throughout the puppy/dog's lifetime as a resource and will assist with re-homing, if desired.
 - f. **No Transfer Outside of the United States.** Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
 - g. **Spay/Neuter Provision.** The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of 24 months/2 years. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$__1600.00__ (the difference for Full "Breeding Rights") if puppy/dog is not spayed/neutered in accordance with this Agreement.
 - h. **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. **Ongoing Communications.** Buyer agrees to notify the other of any change of address, email or phone number so that the Breeder may contact the Buyer if communication is needed.
 8. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment as defined by this contract (ex: severe malnutrition or obesity, physical harm to the puppy/dog) Breeder has the right to have the puppy/dog examined by a 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 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.
 9. **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 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. Neither party will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.
 10. **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. 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.
 11. **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(if witness is available), Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

Name: _____

Name: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

WITNESS (if any present):

Name: _____

Phone: _____

WITNESS (if any present):

Name: _____

Phone: _____