

**DK's Dream Doxies, LLC
Puppy Purchase Agreement**

Basic Information and Definitions

Buyer: _____
Buyer's Contact Address: _____
Information Phone: _____
Email: _____

Seller: DK's Dream Doxies, LLC, a Texas limited liability company
Seller's Contact Address: 13870 Settlements Road
Information: Salado, Texas 76571
Phone: _____
Email: _____

Date of Pick-Up _____

Puppy: Breed: _____
Color/Markings/Coat: _____
Sex: _____
Sire: _____
Dam: _____
AKC Registration: _____
Registration Number: _____
Microchip #: _____

Purchase Price: \$ _____

Agreement

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the Puppy. Buyer agrees to pay to Seller the Purchase Price, in full, no later than the Date of Pick-Up. The Puppy will not be released until the full Purchase Price is received in certified funds. Items included with the Puppy: puppy bag, soft toy(s), blanket, potty pads, registration, heartgard, microchip, vaccination records, puppy treat, and sample of puppy food.

2. **Condition at Transfer.** The Puppy is guaranteed to be in good health, to the best of Seller's knowledge with no duty of inquiry, on the Date of Pick-Up. After Buyer takes possession of the Puppy, the risk of all loss, care, injury, illness, and expense becomes the sole responsibility of Buyer and Seller provides no warranty except as expressly set forth herein. **This is a legal contract between Buyer and Seller. All future veterinary bills will be the sole responsibility of the Buyer. At no time will the Seller be responsible for any incurred expenses.**

3. **Limited Warranty.** Seller provides a six (6) month warranty against life-threatening genetic diseases or disorders only that have not previously been disclosed by Seller (the “***Limited Warranty***”). Conditions caused by stress, environment, parasites, non-life-threatening genetic conditions, Intervertebral Disc Disease (IVDD), diarrhea, giardia, clostridia, coccidia, worms or parasites (of any kind), mites, fleas, ticks, cryptorchidism, over/underbites, hernias, Color Dilution Alopecia (CDA), any other skin conditions, Progressive Retinal Atrophy (PRA), blindness, pes varus, loose patellas, hypoglycemia, hyperglycemia, hepatitis, kennel cough, and any other bacterial, viral, or fungal infections, as well as parvovirus are not covered by this warranty. **THIS EXPRESS WRITTEN WARRANTY IS THE EXCLUSIVE WARRANTY. SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATIONS, THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF USE FOR A PARTICULAR PURPOSE.**

4. **Examination Requirement.** Buyer must have the Puppy examined by a licensed veterinarian within two (2) calendar days of the Date of Pick-Up and Buyer must provide a copy of the invoice from the veterinarian for such exam on the same day of such exam. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL VOID THE LIMITED WARRANTY PROVIDED HEREIN.**

5. **Buyer Remedies.** If a condition covered by the Limited Warranty is diagnosed, Buyer must notify Seller immediately in writing and provide written documentation from the diagnosing veterinarian. Seller may elect to obtain a second opinion from a veterinarian of Seller’s choosing and Buyer agrees to reasonably cooperate to make the Puppy available for any exam. Buyer’s exclusive remedy for a breach of the Limited Warranty is a replacement puppy of equal monetary value upon the return of the Puppy to Seller along with all original paperwork and AKC registration papers. For the avoidance of doubt, Seller will not provide any refund, partial refund, or reimbursement of veterinarian bills in whole or in part. The replacement puppy may or may not be the same sex, color, pattern, or coat type of the original puppy. A replacement puppy may not be available right away, but at first availability the puppy will be replaced.

6. **Limitation of Liability.** Seller is not liable for (i) veterinary expenses; (ii) damages exceeding the Purchase Price; (iii) any separate special, indirect, consequential, or incidental damages.

7. **Buyer Responsibilities.** Buyer assumes responsibility for health, any injuries, and any vet bills acquired of the puppy after it leaves the Seller’s premises. It is the Buyer’s responsibility to take all necessary precautions to protect the Puppy from any dangerous or infected situations until the Puppy has had all necessary vaccinations. All puppies are sold as PETS ONLY, AS-IS, WITH ALL FAULTS, EXCEPT AS SET FORTH HEREIN, so no guarantee is made as to disposition, conformation, size, color, genetics, or breeding ability. This also applies to any puppies sold with Full AKC Breeding Rights. Any signs of depression, lethargy, lack of appetite, or desire to drink water, diarrhea (particularly with blood and/or mucous), or vomiting must be reported to the breeder and your veterinarian immediately. Buyer agrees not to abuse, surrender at a shelter, or surrender to animal rescue the Puppy. Buyer agrees to notify Seller first if Buyer wishes to no longer keep the Puppy and Buyer is to return the Puppy to Seller or allow Seller to assist in the rehoming process, at Seller’s election.

8. **Returns.** Seller does not offer or promise any refund. Buyer agrees to execute any documentation required by Seller to relinquish any and all rights of Buyer in the Puppy if returned, at Seller's election, as described in the preceding paragraph.

9. **Breeding.** The Puppy can only be bred if Full AKC registration is purchased. If the Puppy is sold with Full AKC registration and breeding rights, Buyer agrees to breed responsibly and only breed the Puppy with AKC registered, health tested miniature dachshunds. All litters must be ethically raised and properly registered. The Puppy's AKC registered name must begin or end with "DKDD". If Puppy is not purchased with Full AKC registration, Buyer agrees to spay/neuter Puppy prior to eighteen months of age. If the Puppy is not sold with Full AKC registration and Buyer breeds the Puppy, Buyer must make immediate payment to Seller in the amount of \$_____, such amount being the difference of the price of the Puppy with Full AKC registration and Limited AKC registration, and all warranties provided hereunder will be voided.

10. **No Assignment.** Buyer agrees not to assign or otherwise transfer its rights or obligations under this agreement without the prior written consent of Seller. These terms shall be binding on and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. **Severability.** Every provision of this agreement is intended to be severable. If any term or provision is illegal, invalid, or unenforceable, for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this agreement provisions similar in terms as necessary to render such provision legal, valid, and Enforceable.

12. **Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no other agreements, representations, or warranties, expressed or implied, unless included in this agreement or by a writing signed by both parties and made a part hereof. This is a legal instrument and supersedes all other contracts both verbal and/or written. The purchase of this Puppy shall fall under sole jurisdiction of the laws governing Bell County in the State of Texas only. Any controversy or claim arising out of or relating to this sale shall be mediated by a mutually agreed upon mediator in Bell County, Texas. The cost of the mediation shall be shared equally. In the event the dispute is not resolved through mediation, any litigation shall be brought in Bell County, Texas, which courts shall have the exclusive venue for and have exclusive jurisdiction over any such litigation.

Executed to be effective as of the date of the last signature below.

BUYER:

Signature: _____

Printed Name: _____

Date: _____

SELLER:

DK's Dream Doxies, LLC

By: _____

Name: Diana King

Title: President

Date: _____