MyTyme Kennels

Limited Registration Contract

This agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is between Kim Huling and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The subject of this agreement is the below described puppy/dog.

\*Registered name: MyTymes

\*Sex:

\*Date of Birth:

\*Sire:

\*Dam:

The breeder and buyer agree as follows:

* **Deposit**: A $500 non refundable despost shall be due and payable to Breeder upon execution of this agreement. The deposit shall be applied to the final purchase price (defined below). If a puppy of the buyers identified prefernces is not available, deposit will be transferred to a future litter. No money will ever be refunded for any reason.
* **Purchase price**: The full purchase price of $\_\_\_\_\_\_\_\_. Payment must be made in full before possesion of puppy is given to buyer. Any shipping and handling expenses are the responsibility of the buyer. All payments under this agreement will be in US dollars.
* **Limited Registration**: The puppy/dog is a purebred standard poodle and will be registered with AKC, as such. The puppy/dog shall not be bred at any time and if pups are produced, Buyer agrees to pay Breeder for breeding rights in the sum of $5000 US dollars. Buyer agrees to never change puppy/dogs registered name.
* **Registration By Breeder**: Breeder shall register the puppy/dog with AKC to insure puppy/dog gets registered. Breeder will then transfer papers to Buyer upon completion of terms in this agreement.
* **Breeders Obligations**: Breeder represents and warrants the following:
* **Ownership**: Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer.
* **State of Health; short-term health warranty**. The puppy/dog was preiously examined by a licensed veterinarian and found to be in good health at that time, had had the immunizations enumerated in the health records provided to Buyer. Buyer, at it’s own expense, must have puppy/dog examine by a licensed veterinarian within 72 hours of receiving puppy/dog unless otherwise discussed and agreed upon by Breeder, for the guarantee in this section to be valid. If, within the examination period, a licensed veterinatian finds the puppy/dog to be unhealthy or ufit for sale, the puppy/dog may be returned to Breeder and a replacement puppy will be provided as soon as one is availabe. The veterinarian must provide written statement deemig the puppy/dog “unfit for purchase”, which must be sent to Breeder within 48 hours of veterinary examination. The foregoing guarantee expressly excludes (1) any health issues caused by Buyer’s ill treatment, abuse, neglect (2)any health issues that result from the puppy

/dog’s transportation from Breeder to Buyer and (3) all minor illnesses ad health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), uti’s, vaginitis or umbilical hernias.

* **Long-Term Health Warranty**. Breeder provides a 2 year warranty from the puppy/dog’s date of birth against any debilitating congenital conditions. Breeder will provide a copy of both parents health test result and penn hip results to Buyer upon request.
* **No Other Warranties**. No other warranties or guaratees, exressed or implied, are made by the breeder and the puppy/dog is sold and delivered in an “as is” condition, except as expressly and specifically set forth hearin.
* **Buyers Obligations**: Buyer agrees to the following.
* **Proper 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) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog’s lifetime, including but not limited to routine vaccinations, and/or titers to maintain the puppy/dog’s immunity to common canine diseases.
* **Veterinary Care**. Buyer will also provide the following veterinary care, routine treatment for internal and external parasites.
* **Care to prevent orthopedic conditions**. Buyer will also provide the following care:
* Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will no overfeed the puppy/dog nor allow it to become overweight.
* Proper daily exercise to maintain the puppy/dog in good condition, but not forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
* 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 is approved by a licensed veterinarian.
* **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 stores, catalog sales houses or pet stores.
* **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/dog shall be(a) returned to Breeder together with duly execute documentation transferring Buyer’s ownership interest in the puppy/dog back to Beeder (b) rehomed by Buyer with Breeder’s written approval, in each case without any refunds or payments due to Buyer from Breeder.
* **No transfer outside the US**. Buyer furthure agrees that the puppy/dog will not be sold to anyone residing outside the United States without Breeder’s prior written approval.
* **Spay/Neuter Provision**. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to " females - spay between 12-18 months, males - neutered between 22-24 months and providing proof of such spaying/neutering to Breeder immediantly upon completion. In addition to such other remidies 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 $5000 if puppy/dog is not spayed/neutered in accordance with this agreement or return puppy/dog to breeder at no cost.
* **Breach by Buyer**. Buyer’s breach of any of the foregoing obligations shall result in Breeder’s warranties set forth in the agreement being null and void and gives the Breeder the right to have puppy/dog immediantly returned to Breeder at no charge.
* **Ongoing communications**. Both parties agree to promptly notify the other of any changes of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder (b) inform Breedeer of any titles completed by the puppy/dog as determined by the AKC or UKC (c) inform Breeder of any major change in health of the puppy/dog throughout the puppy/dog’s lifetime. (d) Buyer will upon the death of puppy/dog, promptly notify Breeder of the particulars of the animals death.
* **Remedy for mistreatment**. If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veteinarian 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 it’s duly signed AKC/UKC papers 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 entitlede to any refunds of any payments made to Breeder.
* **Agreement to mediate**. If a dispute arises out of or related 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 resolutoin procedure.
* **Governing Law.** This agreement, and all matters arising out of or relating to this agreement shall be governed by and construed in the accordance with the laws of the state of ohio without regard to the conflicts of laws provisions thereof.
* **Miscellaneous.** This agreement constitutes the entire agreement between the parties regadihng the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions an understandings, written or oral, between the parties with respect to suc subject matter. Neither party may assign, tansfer, 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 witness whereof, breeder and buyer have executed this agreement effective as of the effective date.

Breeder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kim Huling

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Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_