

Jackson's Kennel Purchase and Deposit Agreement Contract

Jackson's Kennel would like to congratulate you on your agreement to purchase a Doberman from our program. We take great pride in our dogs and are very careful to prepare them for their new families. We breed for health, longevity and quality, and we ensure our dogs have vet care and are proper representations of the breed. Our contract and forms are to protect the dogs, to protect the breeder, and to protect the buyer(s). We do not tolerate bullying, abuse, slander, defaming, misleading comments about the breeder, our program, our person, and our character and reserve the right to pursue legal action to protect our reputation and to seek monetary compensation for damages. We value kindness and respect and give that to all our dog buyers and we expect the same in return. Our contracts are non transferable; only the original buyer/adopter via our records will be acknowledged for the health guarantee. There is no refund for returned dogs and no payment will be given back if the returned dog is rehomed. All dogs leave with a minimum 2 year health guarantee. The health guarantee is a voluntary service offered by the breeder and can be rescinded without notice at any time.

Agreement: This agreement ("Agreement"), henceforth the Effective Date, as dated immediately upon submission of this document, is between Jackson's Kennel/Kalee Jackson ("Breeder"), and the buyer ("Buyer"). Buyer agrees to place a deposit ("Deposit") on a Doberman Pinscher dog/puppy from Breeder in the amount of \$500.00 USD. Buyer agrees to place a \$500.00 USD payment when puppies are 6 weeks old. Should Buyer be paying the balance besides the deposit in cash in full at time of pickup the remaining balance is due prior to transfer of the dog/puppy. Price is non-negotiable. Buyer agrees to their commitment to purchase and pay in full their balance for the reserved dog or puppy, including additional shipping/transportation costs. Price for puppies is \$4000 depending on the litter. Ear cropping is an additional fee of \$500 and is optional. Price is subject to change without prior notice. A deposit secures the puppy at the current price. Dogs listed through GoodDog are priced 10% higher than using payment methods Zelle, Venmo friends and family and cash in person. Payments through Square Pay incur an additional fee for their service charge. Puppies/dogs are to be picked up by 10 weeks old otherwise subject to a \$20 daily fee or \$100 weekly fee.

Non-Refundable Deposit: Buyer agrees to place a monetary deposit ("Deposit") to secure a Doberman puppy from Breeder. Buyer acknowledges that Deposit is non-refundable in all circumstances, including but not limited to if Buyer decides they do not want or are no longer able to take a puppy. Upon receipt of Deposit, Breeder agrees to hold a puppy for Buyer until it has been weaned and is ready for pick up. Deposit shall be made in US Dollars and paid to Breeder via payments through Good Dog, Venmo (friends and family only), Zelle, or cash in person.

Pricing: Litter/puppy pricing is as follows:

- \$4000 pet home
- \$4500 breeder/full registration home
- Ear cropping is an additional \$500

Final Purchase Price: Breeder and Buyer agree that (a) Deposit shall be applied to the final purchase price of the puppy, (b) an additional payment of \$500USD is required at 6 weeks old, unless the dog was previously paid in full or the \$500 was paid prior to 6 weeks old, (c) all payments are applied towards the total balance of \$4000 for pet homes, and (d) the remaining balance will become due before the puppy is shipped and/or ownership is transferred from Breeder to Buyer at pick-up in person. Dogs listed through GoodDog are priced 10% higher than using payment methods Zelle, Venmo friends and family and cash in person. Payments through Square Pay incur an additional fee for their service charge.

Buyer's Right to Credit: Should a puppy fail to meet Buyer's identified preferences or not be available Buyer may elect (a) to have Deposit credited to the next litter from the same pairing at the posted litter price, (b) to any unreserved puppies from any current litter, or (c) to the next available litter or a future planned litter, price may vary be per litter; Buyer agrees to the

listed purchase price of the litter Deposit is credited to. Should the expecting mother not be pregnant or lose her pregnancy Deposit will be credited to the next planned litter and will not be subject to reimbursement.

Payment Disputes: All payments made are nonrefundable. Disputes made with intent to have the payment(s) refunded will result in legal action. Proof of transfer of ownership will be acquired by Breeder in the form of a picture to be used for our records, on our website and social media, and for advertising. A signed pickup or receipt of dog form may be substituted in place of a photograph for those who wish to not have their picture taken.

Refund at Breeder's Discretion: No refund and no reimbursement on all payments; all deposits and payments are final. Except as expressly provided herein, all payments under this Agreement will be irrevocable and non-refundable. If Buyer pays Deposit, then later decides s/he does not want the puppy for any reason, Breeder is not required to refund Deposit. If, however, Breeder determines the litter or puppy unfit for sale Breeder may, at their discretion, refund Deposit. If Breeder determines the puppy to be a keeper for themselves Deposit and all payments made will be refunded in full.

Buyer Acknowledgements: Buyer acknowledges and agrees that (a) Breeder cannot control litter sizes, missed breedings, miscarriages, false pregnancies, and that the wait time for puppies can be longer or shorter than expected; (b) Deposit gives Buyer a "reserved" place, but does not guarantee a puppy or that Buyer's preferences will be available when it is Buyer's turn to be pick or be assigned their puppy; (c) puppies that are assigned to Buyer by Breeder are assigned based off the answers given via their Buyer Questionnaire; (d) Deposit price and purchase price are non-negotiable; and (e) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult. (e) Buyer is solely responsible for their dog immediately upon pickup or when transport delivers the dog to them. (f) Buyer agrees to provide proof of current adequate annual vetting including parasite prevention and deworming, as well as proof of specialists, trainers and other licensed professionals should there be a request to honor the health guarantee. (g) Buyer acknowledges they are aware Breeder administers all core vaccines except rabies themselves, following appropriate vaccine protocol for storage, handling, and administration. Buyer acknowledges Breeder administers themselves all deworming, flea, tick and heartworm prevention with veterinarian approved appropriate over the counter medications. Breeder performs their own tail docking and dew claw removal as taught by their veterinarian and shown by the Doberman Pinscher Club of America breeders on their website. Tail docking and dew claw removal on young puppies by the breeder/one's self is legal in the state of Indiana and Spencer. Should there be a medical concern Breeder will take the puppy/litter to the vet. Puppies receive an exam at the time of their ear cropping including auscultation to check for pediatric heart murmurs and arrhythmia. Ear cropping is performed by a licensed veterinarian. Should a puppy be over 16 weeks the breeder will have their veterinarian administer the rabies vaccine and establish a patient care profile. Buyer will be provided the original vaccine and health record as well as the copy of the ear cropping receipt if cropped. (g) Puppies/dogs are to be picked up by 10 weeks old otherwise subject to a \$20 daily fee or \$100 weekly fee.

As-Is Where-Is: Breeder agrees to represent the puppy unbiasedly and notify Buyer of any illness, temperamental, behavioral or other known concerns. Buyer acknowledges Breeder cannot guarantee temperament, drive, working ability, show ability, social aptitude, energy level, adult size, behavioral tendencies, and any future traits, conditions, behaviors, or concerns. Buyer acknowledges they are responsible for training, socializing, conditioning, vetting and all care of the dog including social behaviors. Breeder agrees to represent the dog accurately to the best of their knowledge. Buyer acknowledges they are purchasing the dog as-is where-is and will take immediate full ownership of the dog upon payment of the dog in full. Buyer acknowledges there is no trial period with the dog and should they be unable or unwilling to care for the dog it is to be returned to Breeder immediately.

Shipping and Transport: Breeder may arrange transport for the dog at Buyer's request. Transportation is not included in the purchase price and is an additional fee. Transportation fees and the total purchase price are due 24 hrs prior to the transportation date. A security deposit may be collected to secure transportation and is applied towards the transportation fee. Additional expenses may be incurred at or during transportation which Buyer is responsible for. Breeder is able to meet

in Indianapolis near or at the IND airport for a \$50 gas fee.

Health Guarantee: The health guarantee is subject to the breeder's discretion. Jackson's Kennel does not require a spay/neuter agreement, but does recommend you discuss it with your vet. Ideally, no dog should be spayed or neutered prior to bone maturity (between 18 months and 2 years old). We request you provide vet information prior to adoption, especially in preparation for our health guarantee. We require you to have your puppy evaluated by a licensed, OFA or PennHip participating vet within 7-10 business days of the purchase date if picked up before 9 weeks old, otherwise before/at when the next vaccine is due. To qualify for the health guarantee the dog must meet age appropriate weight and health marks, have a safe living environment and be crate trained. All dogs must be kept in good health, kept current on vetting and maintain breed appropriate weight and health marks. Please see our health guarantee for more details, terms and conditions. The Health Guarantee can be requested via email at jacksonskennel@gmail.com or at jacksonskennel.com. In the event you need to rehome your dog the dog is to be returned to Jackson's Kennel or to notify Jackson's Kennel and we will find a suitable adopter. Returned dogs will not be reimbursed their purchase price nor "bought back" by the breeder. Full or partial Refund is subject to section **Refund at Breeder's Discretion**.

Right to Request Roke of Limited Registration Status: Should Buyer decide before purchase or after purchase they want limited status of their AKC registration released they may request so from Breeder. Release of limited status aka full registration is a separate fee and not included in the pet purchase price. Terms for release of limited status are to be one of the following; 1) limited status will be released for \$0USD/free Buyer must complete and provide proof of their dog's passing health testing screenings including but not limited to VWD, DvDOB 1 & 2 genetic tests, prelim OFA or PennHip hip certification, echocardiogram and 24 hr holter, as well as complete one AKC title, Buyer's dog must adhere to the breed standard 2) Buyer may commit to purchase release of limited status for a fee of \$500USD on a co-own agreement, Buyer must complete and provide proof of their dog's passing health testing screenings including but not limited to VWD, DvDOB genetic tests, prelim OFA or PennHip hip certification, echocardiogram and 24 hr holter, as well as complete one AKC title for Breeder to transfer ownership solely to Buyer, or 3) Buyer may commit to purchase release of limited status outright for a fee of \$500 USD. All dogs with full registration must carry "Jackson" in their official AKC registration name. There is no time limit or deadline to when release of limited registration may be requested. Breeder reserves the right to decline release of limited registration for Buyer's requesting the \$0/free option should a dog not be of breed standard or of passing health screenings. Buyers who purchase release of limited status via the co-own or outright options are guaranteed full registration upon fulfillment of their commitment.

Right to Resolution: Either party reserves the right to obtain legal counsel for any issues or concerns that arise. Breeder reserves the right to first require civil mediation before pursuing the matter with a court of law. Both parties are entitled to conflict resolution that is satisfactory to both parties. Should a resolution not be agreed upon either party reserves the right to pursue legal counsel and resolution of the conflict through a court of law in the breeder's county.

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 Indiana without regard to the conflicts of laws provisions thereof. Buyer reserves their right to sue Breeder. All matters Buyer may have must be attempted to be resolved between Breeder and Buyer themselves first.

Termination Clause: Either party may terminate this Agreement without refund immediately via written or spoken notice, subject, however, to the provisions of Section **Refund at Breeder's Discretion** hereof, which shall survive the termination of this Agreement.

Conclusion: By signing this form Buyer agrees to the terms and conditions Breeder has to purchase a puppy/dog. By signing Buyer agrees to commit to purchase a puppy/dog and acknowledges. Buyer agrees not to slander, defame, bully, harass, make misleading statements, and to be kind and be civil otherwise risk forfeiture of their deposit. Buyer understands all terms and

conditions and agrees to honor all the terms and conditions. Buyer acknowledges they have read, reviewed, are aware of, do agree to all the terms and conditions, and promises by penalty of law and risk of voiding the health guarantee to oblige by and honor Jackson's Kennel's (Breeder's) terms and conditions for adoption/purchase of a puppy/dog. Buyer acknowledges and agrees this contract is legally binding.

Payment: Deposit and payments may be made via Zelle, money order, cashiers check or cash. Final payment is due before or at pickup/transport pickup. Please note Zelle has limits and the remaining balance due may exceed your daily or weekly Zelle payment limits which are affected by weekends/business days. We do accept Square payments, there will be an *additional 4% fee* for debit and credit card transactions. Venmo, Cash App, PayPal, wires and personal checks are not permitted. Failure to provide payment in full at pickup will delay physical transfer of puppy ownership. No dog will be transferred to new ownership with a balance remaining.

Breeder Signature: _____

Breeder Printed Name: _____

Buyer Signature: _____

Buyer Printed Name: _____

Buyer Phone Number: _____

Text: Yes / No

Buyer Email Address: _____

Buyer Address: _____

City: _____

State: _____ Zip: _____ Date: __/__/____