

## **Jackson's Kennel Purchase Agreement Contract And Deposit Agreement**

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 clients 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. Please note the health guarantee is a voluntary service offered by the breeder and can be rescinded without notice at any time.

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. 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. To qualify for the health guarantee the dog must meet age appropriate weight and health marks, has not had any alterations<sup>1</sup> done post purchase (alterations include any voluntary surgical procedure, all elective procedures, aesthetic procedure, cosmetic procedure, and non-emergency surgery or procedure), 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. In the event you need to rehome<sup>2</sup> 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.

### **Agreement**

This agreement ("Agreement"), henceforth the Effective Date, is between Jackson's Kennel/Kalee Jackson ("Breeder"), and the buyer ("Buyer"). Buyer agrees to place a \$500.00USD deposit ("Deposit") or other agreed amount on a Doberman puppy from the Breeder.

**Non-Refundable Deposit:** The Buyer acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if the Buyer decides they do not want or are no longer able to take a puppy. Upon receipt of the Deposit, the Breeder agrees to hold a puppy for the Buyer until it has been weaned and is ready for pick up. The Deposit shall be made in US Dollars and paid to the Breeder via payments through Good Dog, Venmo, Cash App, Google Pay, Zelle, or cash.

Buyer Acknowledgements: The Buyer further acknowledges and agrees that (a) the Breeder cannot control litter sizes, missed breedings, miscarriages, false pregnancies, and that the wait time for puppies can be longer than expected; (b) the Deposit gives the Buyer a “reserved” place, but does not guarantee a puppy or that the Buyer’s preferences will be available when it is the Buyer’s turn to be assigned their puppy; (c) puppies are assigned to the Buyer by the Breeder, the Breeder assigns puppies based off the answers given via their Buyer Questionnaire; (d) the Deposit price is non-negotiable; and (e) the Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.

Buyer’s Right to Transfer/Refund: Should a puppy fail to meet the Buyer’s identified preferences or not be available the Buyer may elect (a) to have the Deposit transferred to the next litter from the same pairing at the posted litter price, (b) have the Deposit transferred to any unreserved puppies from any current litter; price may vary be per litter; the Buyer agrees to the listed purchase price of the litter the deposit is transferred to, or (c) to have the Deposit transferred to the next available litter or a future planned litter, price may vary be per litter; the Buyer agrees to the listed purchase price of the litter the deposit is transferred to.

Refund at the Breeder’s Discretion: If the Buyer pays the Deposit, then later decides s/he does not want the puppy for any reason, the Breeder is not required to refund the Deposit. If, however, the Breeder determines the litter or puppy unfit for sale the Breeder may, at their discretion, refund the deposit. If the Breeder determines the puppy to be a keeper for themselves the deposit will be refunded in full.

Final Purchase Price: The Breeder and the Buyer agree that (a) the Deposit shall be applied to the final purchase price of the puppy, (b) an additional payment of \$500USD may be required at 6 weeks old, it too is applied towards the total balance, and (c) the remaining balance will become due before the puppy is shipped and/or ownership is transferred from the Breeder to the Buyer at pick-up.

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. The Buyer forfeits their right to sue the Breeder and all matters the Buyer may have will be resolved between the Breeder and Buyer themselves.

Shipping and Transport: The Breeder will arrange transport for puppies at the Buyer's request. Transportation fees and the total purchase price are due 24hrs 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 the Buyer is responsible for.

By signing this form the Buyer agrees to the terms and conditions the Breeder has to purchase a puppy/dog. By signing the Buyer agrees to commit to purchase a puppy/dog and acknowledges. The Buyer agrees not to slander, defame, bully, harass, make misleading statements, and to be kind and be

civil otherwise risk forfeiture of their deposit. The Buyer understands all terms and conditions and agrees to honor all the terms and conditions. The 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. The Buyer acknowledges and agrees this contract is legally binding.

1 Unless necessary due to medical emergency, such as pyometra and Cryptorchidism, preventative Gastropexy is an accepted elective procedure

2 Health Guarantee can be found at this link: <https://drive.google.com/file/d/1O6YbAVMKtKCADIIbwAavG6sKW8iSzMMw/view?usp=sharing>

\_\_\_\_\_ I agree to the terms and conditions (initial)

Breeder Signature: *Kalee D. Jacksons*

Breeder Printed Name: Kalee D. Jackson

Buyer Signature: \_\_\_\_\_

Buyer Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_