

THIS PURCHASE AGREEMENT (“the agreement”) dated \_\_\_\_\_, is entered into between country creations (Seller”) and \_\_\_\_\_(Buyer) collectively “the parties”

### Section 1. sale and related matters

**1.1 sale.** Seller agrees to sell the Puppy to Buyer and delivers the same.

#### 1.2 Description of Puppy:

Breed: \_\_\_\_\_ Date whelped: \_\_\_\_\_

Gender \_\_\_\_\_ Sire: \_\_\_\_\_

Dam: \_\_\_\_\_ Color and markings \_\_\_\_\_

**1.3 Sale price and payment.** Buyer shall pay seller \$ \_\_\_\_\_ (“the sale price”) for the puppy. The sale price shall be paid to the seller:

(a) by non-refundable deposit of \$ \_\_\_\_\_ paid on \_\_\_\_\_ contemporaneous with the execution of this Agreement; and,

(b) by the balance of \$ \_\_\_\_\_ paid on \_\_\_\_\_. All payments shall be made by cash.

**1.4 Sale as pet.** The parties agree that the puppy is being sold solely as a “pet” not as a “breeding or show” animal with show potential or as an animal with full or limited AKC registered potential.

### Section 2. CONDITIONS UPON SALE

**2.1 Risk of loss.** All risk of loss shall pass to Buyer upon execution of this Agreement. other than as specifically warranted below. Buyer waives any rights to dispute the terms of the agreement based on any claim relating to the general health, viability, or any medical condition of the puppy.

**2.2 Buyer’s duty to follow proper and accepted practices of care and management.** Buyer agrees to take all measures to assure the proper and generally accepted methods of care and management of the puppy. Proper care means regularly following the recommendations of a competent veterinarian; following sound nutritional practices in the care of puppy; utilizing appropriate training methods; and providing a safe and clean living environment. If Buyer fails to take such measures . any express warranties listed shall be deemed void and Buyer may not exercise any remedies allowed by this Agreement.

**2.2A Buyer under stands that small puppies require EXTRA CARE.** and attention to remain healthy. This puppy is not to be handled by small children with out supervision by an adult at all times.

**2.3 No Warranties as to Previous History or Behavioral Conditions; Hold harmless.**

The parties agrees that no representations or warranties are made by Seller, or may be relied upon by Buyer, relating to the safety or security of the puppy The Puppies current or future physical conditions; the Puppies harboring of disease or infection; the Puppies propensity to bite, menace,. or attack; the Puppies personal temperament or disposition; the Puppies previous health or behavioral history; fertility: genetic composition or potential; or the Puppies compatibility with humans or other animals. By executing this agreement. Buyer agrees to hold harmless and to indemnify Seller for any wrongdoing or harms,. or claims for wrongdoing or harms. which may in the future be brought or alleged against either party and which arise from actions taken by the Puppy or from actions by or on behalf either party subsequent to the execution of this agreement and which are related to the Puppy.

**2.3A Buyer accept full responsibility** for puppy including all vet fees. feeding and pups actions upon purchase.. And puppy is considered “Health status sold as is” Seller would never knowingly sell an ill pup: Seller tries to take all precautions for a healthy puppy with shots, and worming and vitamins given. Seller does not guarantee puppy against any infectious or contagious airborne disease to puppy, once puppy leaves sellers property including worms, parasites, earmites, fleas, kennel cough, coccidia or ghirdia they are all non life threatening as is a umbilical hernia or non-descending testical..

**2.4 Specific Warranty by Seller.**

Seller warrants that the Puppy is in good health as of the date of sale, but only if the Puppy is examined by a veterinarian, at Buyer’s expense. within 1 week of the sale., We do not guarantee against worms, mites or any external or internal parasite that is in nature, we do pre treatments to help ward off such parasites, but there still may be as treatment must be continued as the puppy grows. This warranty is void if the Puppy is not examined . If the veterinarian diagnoses illness ( life threatening) in the Puppy Buyer must notify Seller within 24 hours of diagnosis with a written statement of the conditions from the veterinarian making the diagnosis, Buyer will receive a refund of the purchase price (excluding delivery fee) and non-refundable deposit Any available health record is attached to this agreement. genetic defect warranty is good for first year of the puppies life.

**2.5 Cancelation of contract**

At any time seller reserves the right to terminate the sale of the puppy If seller terminated all monies will be refunded promptly. If buyer withdraws from contract they will be refunded all monies paid minus the nonrefundable deposit

**Section 3. DISPUTE RESOLUTION AND REMEDIES**

**3.1 Initial Dispute Resolution to be Private.** In the event that a dispute arises between the parties as to the reasonable satisfaction or performance of an obligation under the Agreement , the parties agree to initially submit the dispute to a private mediator , mutually agreed upon who shall privately mediate the dispute, the cost and attorneys fee of which is to be borne by the parties equally.

**3.2 Attorney's Fees.** Should either party to this Agreement reasonably retain counsel subsequent to the failure of mediation. for the purposes of enforcing or preventing breach of any provision of the Agreement, then the prevailing party shall be entitled, in addition to any relief granted, to reasonable attorneys fees.

**3.3 Limitations on Damages.** In the event it is judicially determined that the Seller breached this Agreement, Buyers sole remedy is an election of either the return and replacement of the Puppy or full refund of the sale price less delivery fee. and deposit

#### **SECTION 4. GENERAL PROVISIONS**

**4.1 Application of State Law.** This Agreement . its application and interpretation shall be governed exclusively by Oregon law and any civil action regarding this Agreement shall be brought in Coos County, Oregon.

**4.2 Superseded Documents.** This Agreement supersedes all previous agreements, oral or written, between parties. The accompanying info sheet is not an agreement.

#### **CERTIFICATE**

***THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND THAT THEY VOLUNTARILY AND KNOWINGLY ACCEPT ITS TERMS AND PROVISIONS***

Buyer\_\_\_\_\_ Date\_\_\_\_\_

address\_\_\_\_\_

phone\_\_\_\_\_

Seller: Cheri Guthrie representative Country Creations Date\_\_\_\_\_