

# UPLAND HILLS KENNEL LLC

ELLENSBURG, WA 98926

## **Puppy Purchase Agreement**

The parties hereto agree as follows:

- 1) Upland Hills Kennel LLC, herein referred to as SELLER, agree to transfer to \_\_\_\_\_, herein referred to as BUYER, one male/female German Shorthaired Pointer from American Kennel Club (AKC) Litter # \_\_\_\_\_, herein referred to as PUPPY and Sired by \_\_\_\_\_, AKC# \_\_\_\_\_ and whelped January 2<sup>nd</sup> 2008 by \_\_\_\_\_ AKC# \_\_\_\_\_ in exchange for the payment by BUYER of an original purchase price of \$900.00.
  
- 2) BUYER REPRESENTS AND WARRANTS that a good home, which is understood to be one with warm and dry bedding protected from weather and elements, affection, regular exercise, proper nutrition and medical care will be provided for the entire time PUPPY is owned by or remains under the control of BUYER. Furthermore, BUYER will not transfer ownership of PUPPY to any animal shelter, "puppy mill" or laboratory and if at any time BUYER is unable to provide PUPPY with a good home BUYER agrees to immediately notify SELLER. Whereupon SELLER may assist BUYER with finding a new approved owner for PUPPY.
  
- 3) SELLER REPRESENTS AND WARRANTS TO BUYER That PUPPY will to BUYER'S satisfaction become a suitable companion animal and is free from any genetic defects to include Hips, Elbows and eyes. SELLER further WARRANTS TO BUYER that PUPPY is delivered in good health with tail amputated to approximately 40% of it's original length (AKC Breed Standard), that dewclaws have been removed within the first 2 days of whelping.
  
- 4) BUYER agrees to register PUPPY with the American Kennel Club by completing the dog registration application furnished by SELLER and submitting it to the AKC with the minimum \$20.00 registration fee.  
Initials \_\_\_\_\_

- 5) **SELLER REPRESENTS AND WARRANTS TO BUYER** the following guarantee: BUYER agrees to register the dog with the American Kennel Club with the following name Upland Hills \_\_\_\_\_ Vom Maximilian (Example: Upland Hills Ava Vom Vigar with Ava being the PUPPY'S name.) SELLER will offer a 26 month health guarantee for all genetic health conditions (hips, elbows, eyes, Heart). SELLER will replace the PUPPY or offer a full refund if the PUPPY is found with the above condition(s). OFA (Orthopedic Foundation For Animals Inc) will determine the condition of the hips and Elbows. Upland Hills Kennel guarantees the hips to be fair or better. The SELLER will not be responsible for any veterinarian bills associated with the diagnosis of the condition.

The above guarantee will become void if any of the following occurs.

1. Puppy isn't registered with AKC with Upland Hills in front and Vom Maximilian on the end.
  2. Pup is bred prior to two years of age.
  3. Pup must have OFA rating fair or better at two years of age to be used for breeding.
  4. Pup is transferred from original owner without notice to Upland Hills Kennel prior to transfer
- 6) **SELLER IS HEREBY RELEASED** from any and all further liability to BUYER with regard to PUPPY and it is understood that no other conditions, guarantees or obligations concerning the sale of PUPPY shall ever apply; and furthermore, it is hereby expressly understood and agreed that from the date of this agreement BUYER accepts all liability for the actions of PUPPY and hold SELLER harmless with regard to any and all third parties.
- 7) Buyer hereby agrees that to the fullest extent permitted by Law the **SELLER'S TOTAL LIABILITY TO THE BUYER FOR ANY INJURIES, CLAIMS, LOSSES BREACH OF WARRANTY, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR ANY WAY RELATING TO THIS SALE OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO SELLERS NEGLIGENCE, ERRORS, OMISSION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE AMOUNT PAID BY BUYER TO SELLER TO PURCHASE THE PUPPY UNDER THIS AGREEMENT.**

Initials

**Buyer agrees that this limitation of liability shall apply to all persons and entities claiming by or through buyer, and any voluntary or involuntary assigns, representatives, agents, or employees. This limitation of liability shall apply to all claims, whether in contract or tort, and shall be for the benefit of seller and seller's agents, employees, members, owners, shareholders, officers, and representatives. The pricing of the puppy in this agreement is based on the limitation of liability.**

- 8) THE WARRANTIES PROVIDED IN THIS WRITTEN AGREEMENT AND THE OBLIGATIONS AND LIABILITIES OF SELLER HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND ANY BUYER HEREBY WAIVES ALL OTHER, REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPENSES OR IMPLIES, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATION OF SELLER WITH RESPECT TO FITNESS MERCHANTABILITY AND CONSEQUENTIAL DAMAGES) WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY WRITTEN INSTRUMENTSIGNED BY SELLER AND BUYER.**

**IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly signed and executed as of the last day and date below.**

**Date\_\_\_\_\_**

**Date\_\_\_\_\_**

**Seller: UPLAND HILLS KENNEL LLC  
1731 Hanson Road  
Ellensburg, WA 98926  
(509)999-9852**

**BUYER: \_\_\_\_\_**

**Signature\_\_\_\_\_**

**Signature\_\_\_\_\_**