

# Purchase Agreement & Guarantee

This agreement (“**Agreement**”), dated as of (“**Breeder**”), and puppy/dog (“**puppy/dog**”).

(the “**Effective Date**”), is between Kinzor Kennels LLC (“**Buyer**”). The subject of this Agreement is the below-described

Puppy/Dog Demographic Information	Puppy/Dog Parent Information
Puppy/Dog Litter Name:	Sire Name:
Puppy/Dog Date of Birth:	Sire Microchip#:
Puppy/Dog Sex:	Dam Name:
Puppy/Dog Microchip#:	Dam Microchip#:

The **Breeder** and **Buyer** agree as follows:

1. **Deposit.** A non-refundable deposit of \$ **325.00** (“**Deposit**”) shall be due and paid to **Breeder** upon execution of this Agreement has been paid to **Breeder**.
  - a. **Buyer** acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if **Buyer** decides s/he does not want or is no longer able to take the puppy. Upon receipt of the Deposit, **Breeder** agrees to hold the puppy for **Buyer** until it has reached at least 9 weeks old and has had two courses of immunizations and is ready for pick up.
  - b. **Buyer** further acknowledges and agrees that (a) **Breeder** cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the Deposit gives **Buyer** a “pick” place, but does not guarantee a puppy or that **Buyer**’s preferences will be available when it is **Buyer**’s turn to pick; (c) pick places are given on a first-come first served basis and **Buyer**’s place in line is not negotiable; and (d) **Breeder** cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.
  - c. **Buyer**’s Right to Transfer. Notwithstanding the foregoing, if a puppy that meets **Buyer**’s identified preferences is not available when it becomes **Buyer**’s turn to pick a puppy from the selected litter, **Buyer** may elect (a) to have the Deposit transferred to the next litter or (b) to have the Deposit transferred to another litter of the **Breeder**. Limitations on **Buyer**’s Right to Transfer Deposit to another litter is limited to a maximum of 2 years from the date of Deposit placement unless transfer Terms are extended as mutually agreed to in writing by means of an Addendum to the Purchase Agreement and said terms are executed prior to the expiration of the two year term.
  - d. Refund at Breeder’s Discretion. If **Buyer** pays the Deposit, then later decides s/he does not want the puppy for any reason, **Breeder** is not required to refund the Deposit. However, **Breeder** may (in its sole discretion) refund the Deposit to **Buyer**.
  - e. All payments under this Agreement shall be made in US dollars and paid to **Breeder** via Good Dog <https://pay.gooddog.com/kinzor-kennels-wisconsin>.
  - f. The Deposit shall be applied to the final **Purchase Price** (defined below). **Buyer** acknowledges that **Breeder** cannot control litter sizes and that the wait time for puppies can be longer than expected. **Buyer** acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy/dog that meets **Buyer**’s identified preferences is not available when it becomes **Buyer**’s turn to pick a puppy/dog from the selected litter, **Buyer** may elect to have the Deposit transferred to the next litter or another litter of the **Breeder**. A new Purchase Agreement shall be executed for the new transaction and the **Buyer**’s place in line on the new litter will be based upon the date and time of the new Agreement.
  - g. Date Deposit Made:

- h. Expiration Date of Deposit Transfer Option:
2. **Purchase Price.** The full **Purchase Price** of \$ (“**Purchase Price**”) is agreed with the balance due in full upon the **Buyer’s** pickup of the puppy/dog. Any shipping and handling expenses, including but not limited to, Veterinary Clearance Exams required for air travel, air travel ticket expense, are the responsibility of and shall be paid by the **Buyer** prior to the shipping of the puppy/dog.
    - a. What is all included in this Purchase Price:
      - i. Microchip: A Puppy/Dog as identified above by the Microchip Number. Puppy/Dog will be scanned to confirm the puppy picked out matches the Purchase Agreement Paperwork.
      - ii. Puppy to have an in-person veterinary check-up between the ages of 6 weeks and the Pick Up Date.
      - iii. Veterinary Check-up Exam Record from the veterinary check-up completed in 2.a.ii.
      - iv. Deworming & Vaccination Record of all completed by **Breeder**.
      - v. Life’s Abundance Small/Medium Breed Puppy System starter pack delivered to your home prior to puppy being picked up.
      - vi. Fetch-ID.com microchip registration instructions
      - vii. Pet Insurance links to register for Pet Insurance that can go into effect on the day your puppy goes home, provided you enroll within 24 hours of pick up.
      - viii. A Toy or Blanket that smells like your puppy/dogs littermates.
      - ix. Access to Breeder to ask questions or follow up with exciting news, pictures etc for the lifetime of your puppy/dog
  3. **Payment Processing.** All payments due under this Agreement shall be made in US Dollars and paid to **Breeder** via Payments through Good Dog <https://pay.gooddog.com/kinzor-kennels-wisconsin>.
  4. **Pick Up Date:** The puppy/dog is eligible for pick up at the earliest date of , but no later than .
  5. **Limited Registration or NON Registration.** The puppy/dog is/is not a purebred breed and does not come with any registrable documents with any Registry. As such, the puppy/dog is not eligible to exhibit in any form of conformation show or contest(s). However, the puppy/dog may compete in other performance events, such as agility, obedience, and rally contest(s), which accept any entry regardless of registered status with any Registry. The puppy/dog shall not be bred at any time, and if pups are produced, such offspring will not be eligible for any Registry recording.
  6. **Registration by Buyer.** Since this puppy/dog is NOT registered with any Registry. **The buyer shall not be able to** register the puppy/dog with any Registry.
  7. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited.
    - a. If at any time the puppy/dog has produced any offspring:
      - i. **Buyer** must return the puppy/dog to **Breeder** immediately; and
      - ii. Pay **Breeder** \$3000 per puppy delivered as a result of the Unauthorized Breeding, and
      - iii. All of **Breeder’s** warranties set forth in this Agreement will become null and void.
      - iv. Further, **Buyer** shall be liable to the **Breeder** for any and all costs associated with enforcement of provisions of this contract, including, but not limited to attorney’s fees, court fees, service fees, and incidental costs.
    - b. **Breeder’s 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**. Ownership of the puppy/dog will be transferred to **Buyer** upon **Buyer’s** payment of the full **Purchase Price** contingent upon the completion of the spay or neuter procedure.
    - c. **State of Health: Short-Term Health Warranty.** The puppy/dog:
      - i. Was previously examined by a licensed veterinarian and was found to be in good health at that time, and
      - ii. Veterinary examination records shall be provided to the **Buyer**, and
      - iii. Has had the immunizations enumerated in the health records provided to **Buyer**.

- iv. **Buyer**, at its own expense, must have the puppy/dog examined by their own selected licensed veterinarian
  1. Within 72 hours of pickup for puppies adopted prior to age 12 weeks (the “**Examination Period**”) for the guarantee in this section to be valid, or
  2. Within 1 week for puppies adopted between 12 weeks and 20 weeks (the “**Examination Period**”) for the guarantee in this section to be valid, or
  3. Within 4 weeks for puppies adopted over 20 weeks and that already have their Rabies vaccination (the “**Examination Period**”) for the guarantee in this section to be valid.
- v. If, within the **Examination Period**, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to **Breeder** for a full refund of the **Purchase Price**. The veterinarian must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to **Breeder** within 48 hours of the veterinary examination.

The foregoing Short-Term Health Warranty expressly excludes:

1. Any health issues caused by **Buyer’s** ill-treatment, abuse or neglect,
  2. Any health issues that result from the puppy/dog’s transportation from **Breeder** to **Buyer** and
  3. All minor illnesses and health issues, including upper respiratory infections, allergic reactions (including, but not limited to, environmental exposure to things like lawn chemicals), stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus and Bordetella), UTIs, vaginitis or umbilical hernias.
- vi. If puppy/dog is deemed unfit for purchase. **The breeder** shall bring the puppy/dog and the **Buyer’s** veterinarian’s records to the **Breeder’s** own veterinarian for evaluation and review.
    1. Following the evaluation and review, if the veterinary opinions agree:
      - a. The puppy/dog will be returned to the **Breeder** in exchange for a replacement puppy/dog from a future litter of the same **Purchase Price**.
        - i. It is understood that there may not be a replacement puppy available at the time of requested replacement and the **Breeder** is given twelve (12) months to act upon this guarantee.
      - b. The puppy/dog will be returned to the **Breeder** in exchange for a reimbursement of the full **Purchase Price** of the puppy, not including shipping costs.
        - i. It is understood that the reimbursement is defined as the cost of the original **Purchase Price** of the puppy/dog, not including shipping, back to the **Buyer**.
      - c. The **Breeder** will do option 1 or option 2 as noted above, not both.
    2. Following the evaluation and review, if the veterinary opinions DO NOT agree:
      - a. **Buyer** agrees to resolve matters amicably by talking with one another. If resolution cannot be attained, the next step to resolve the matter is then by means of the **Mediation Clause** contained in section 11.
      - b. If **Buyer** and **Breeder** attempts to resolve matters by means of the **Mediation Clause** is not successful, **Buyer** agrees that the next step to resolve the matter is then by means of the **Arbitration Clause** contained in section 12.
  - d. Long-Term Health Warranty. **Breeder** provides a two-year warranty from the puppy/dog’s date of birth against any debilitating congenital conditions.
    - i. Genetic Health: For purposes of this section, “debilitating congenital conditions” as determined by a veterinarian who specializes in canine genetic diseases. The following are the key breed specific diseases the **Breeder** screened for in the parents of your puppy/dog:
      - Neonatal Encephalopathy with Seizures,
      - Ichthyosis, Golden Retriever Type,
      - Degenerative Myelopathy (DM:SOD1A),
      - von Willebrand Disease (vWDI),
      - PRA, Golden Retriever 1 & 2,
      - PRA, Rod-Cone Degeneration (PRA-prcd),

- GM2 Gangliosidosis, Poodle Type,
  - Glycogen Storage Disease Type VII, Phosphofructokinase Deficiency, PFK Deficiency (PFKM Wachtelhund Variant),
  - Familial Nephropathy, Cocker Spaniel Type,
  - Exercise Induce Collapse,
  - Dystrophic Epidermolysis Bullosa,
  - Acral Mutilation Syndrome.
  - \*\*Other screenings have been done, if needed, the **Buyer** can request those screening results from the **Breeder**.
- ii. Hips, Eyes & Heart Health: For the purposes of this section,
1. Hips: The warranty is against genetic moderate or severe hip dysplasia. The Orthopedic Foundation for Animals, also known as OFA, shall be the sole judiciary in determining hip dysplasia in the puppy/dog.
  2. Eyes & Heart Health: The warranty is against retinal eye disease or cardiac disease is limited to either of those things limiting the puppy/dogs “activities of daily living”. **Activities of Daily Living** is defined as the ability to move about freely without assistance to do normal daily activities such as but not limited to, come and go in and out of the house, go on a walk, eat food without assistance. A CERF certified veterinarian shall confirm any hereditary eye defects.
  3. According to several articles published over the last 25 years in the **Journal of the American Veterinary Medical Association**, nutrition plays a significant role in canine hip dysplasia. “Rate of growth, feeding methods, feed consumption, specific nutrients, and electrolyte balances within the diet have all been shown to influence hip dysplasia. Known nutritional risk factors are rapid weight gain and excessive calcium supplementation. Nutritional factors with less secure roles in their influence on the disease process are vitamin C, protein, and carbohydrates. There exists a need to identify further and control the various nutritional factors in the diet that influence canine hip dysplasia.” (DC Richardson, “The Role of Nutrition in Canine Hip Dysplasia”, Veterinary Clinics of North America: Small Animal Practice, 5/1992).
  4. Due to the significance of this research and other and related research, the **Breeder** requires the **Buyer** to provide premium and consistently manufactured nutrition by requiring that the puppy/dog the following food for a minimum of the first 26 months of life:
    - a. Up to six months of age -> [Life's Abundance Small & Medium Breed Puppy Food](#)
    - b. Six months of age and older, any of the following options->
      - i. [Life's Abundance All Life Stage Dog Food](#)
      - ii. [Life's Abundance Lamb Meal & Brown Rice Recipe](#)
  5. **Buyer** acknowledges that the **Breeder's** recommendation for Life's Abundance Dog Food & Supplements is for the benefit of the puppy/dog. The use of these products is a recommendation of the **Breeder**, not a guarantee of their effectiveness of efficacy.
- iii. If, in the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, **Buyer** must immediately inform **Breeder** and supply any requested veterinary records to **Breeder**. **Breeder** will be given the opportunity to take the puppy/dog to a licensed veterinarian of **Breeder's** choice for examination.
- e. Returns/Refunds. If a licensed veterinarian specialist (specialist is a licensed veterinarian who specializes in the diseases that they are diagnosing) determines that the puppy/dog (i) was “unfit for purchase” or (ii) has a genetic disorder that is identified within the warranty periods described above, the **Buyer** may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the **Purchase Price** amount).
  - f. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by **Breeder**, and the puppy/dog is sold and delivered in an “as is” condition, except as expressly and specifically set forth

herein.

**8. Buyer's Obligations.** Buyer agrees to the following:

- a. **Proper Care.** Buyer will provide good and proper care of the puppy/dog. Such care includes:
  - i. Provide adequate indoor housing and protection from the elements, a safe (preferably fenced) exercise area; and
  - ii. Providing proper and sufficient nutrition with that of a premium quality food; and
  - iii. Agree to keep their puppy/dog at a healthy weight.
  - iv. Providing proper veterinary care throughout the puppy/dog's lifetime.
    1. Including but not limited to, annual routine veterinary exams, and
    2. Vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases by keeping vaccines current, and
    3. Following routine treatment for internal and external parasites; and
  - v. Provide basic obedience training within the first year of owning their puppy/dog.
  - vi. Postponing strenuous, repetitive exercise until their puppy is over a year of age.
  - vii. Complete the spay/neuter procedure as agreed and notify **Breeder** when it is completed.
  - viii. License your puppy/dog with your local city, village or township in accordance to the municipalities rules and regulations.
- b. **Care to Prevent Orthopedic Conditions.** Buyer will also provide the following care:
  - i. Proper nutrition to support ideal growth and maintain optimum body condition. **Buyer** will not overfeed the puppy/dog nor allow it to become overweight;
  - ii. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
  - iii. 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 the activity is approved by a licensed veterinarian.
- c. **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 store, catalog sales house or pet store.
- d. **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 shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- e. **No Transfer Outside of the United States.** Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
- f. **Spay/Neuter Provision.** The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of nine months and providing proof of such spaying/neutering to Breeder immediately upon completion.
- g. **Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

9. **Ongoing Communications.** Both parties agree to promptly notify the other of any change 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 Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other

registr(y)(ies) and (c) inform **Breeder** of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. **Buyer** will, upon the natural or accidental death of the puppy/dog, promptly notify **Breeder** of the particulars of the animal's death.

10. **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 veterinarian 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
  - b. All **Breeder** warranties herein shall become null and void.
  - c. For the avoidance of doubt, if **Breeder** takes possession of the puppy/dog in accordance with this section, **Buyer** shall not be entitled to any refunds of any payments made to **Breeder**.
11. **Agreement to Mediate.** If a dispute arises out of or relates 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 resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. If you have any dispute, please **contact** the Breeder directly first by emailing Kelley Roznik at Kinzorkennels@gmail.com.
12. **Agreement to Arbitration.** However, if we are unable to amicably resolve your dispute in the above manner, you, the **Buyer**, agree that you shall submit your dispute to binding arbitration with the [American Arbitration Association](#), before an arbitrator that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") [rules](#). By agreeing to this term, you hereby agree and understand:
  - a. That you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause.
  - b. Should any arbitration hearing need to be held, it shall be held within 50 miles of DePere, Wisconsin.
  - c. If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of Wisconsin.
  - d. The only award that can be issued to you is a refund of the **Purchase Price** made under this **Purchase Agreement**.
  - e. You are not permitted to seek additional damages, including consequential or punitive damages.
13. **Consent to 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 Wisconsin without regard to the conflicts of laws provisions thereof.
14. **Severability.** If at any time this agreement's provisions are in conflict with the applicable laws, rules, and/or regulations of the state or province in which this agreement is executed, the provisions will be reformed and construed to be valid, legal, and enforceable to the maximum extent permitted by such applicable laws, rules, and/or regulations to effect the original intent of the parties as closely as possible.
15. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, 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.
16. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**IN WITNESS WHEREOF, Breeder and Buyer** have executed this Agreement effective as of the Effective Date.

**BREEDER:**

**BUYER:**

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**Name:** Kelley Roznik  
Kinzor Kennels LLC  
**Address:** 3095 Freedom Road  
De Pere, WI 54115  
**Email:** KinzorKennels@gmail.com  
**Phone:** (920) 362-9426

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**Name:**   
**Address:**   
**Email:**   
**Phone:** 

Sample Copy