

Dixieland Miniature Schnauzers LLC

Limited AKC Registration: Puppy Contract & Health Guarantee

THIS AGREEMENT made _____ by and between:

Breeder/Seller:

Name: **Dixieland Miniature Schnauzers LLC - Dalton & Christian Slack** Address: **Hockley, TX 77447**
 Phone: **281-841-6147** Email: **Dixielandminis@gmail.com**

- AND -

Buyer:

Buyers Name: _____
 Address: _____ Zip: _____ City: _____
 State: _____ Phone: _____ Email: _____

Puppy Information:

Non-refundable Deposit Type: Puppy Deposit Amount: \$500 Date Due: _____
 Purchase Price of Puppy: \$ _____ Balance Due at Pick-Up: \$ _____
 Date(s) of Pick-Up: _____
 Registration: Limited AKC Registration

Breed: Miniature Schnauzer	Color: _____
Date of Birth: _____	Sex: _____
Registration #: _____	Microchip #: _____
Sire Name: _____	Sire Registration #: _____
Dam Name: _____	Dam Registration #: _____
Breeding Rights Purchased? NO	

TERMS, CONDITIONS AND EXPECTATIONS

Please Initial in all places required

1) Deposit:

A **non-refundable deposit of \$500** is due upon the execution of this Agreement. Payments of the deposit shall be made in US dollars and paid to Breeder via Zelle, Cash App, Venmo or Cash. This deposit will be applied directly toward the final purchase price of your puppy. Any cancellation made after the puppy reaches 6 weeks of age will result in the immediate and total forfeiture of the deposit.

Special Provisions: In the unlikely event that a puppy passes away or becomes unavailable while in the Breeder's care prior to pick-up, the Buyer will be offered the following options:

- a) **Transference:** Apply the deposit to a future upcoming litter.
- b) **Substitution:** Apply the deposit to another currently available puppy.
- c) **Refund:** Receive a full refund of the deposit.

_____ By initialing, the Buyer acknowledges and accepts the non-refundable nature of the deposit and agrees to all terms and conditions detailed in the sections above.

2) Payment of Purchase Price, Fees

The full purchase price of \$_____ is agreed upon and the balance of \$_____ is due in full upon Buyer's pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. Payments of final Balance due under this Agreement shall be made in US Dollars and paid to Breeder via Cash Payment at the time of pick-up.

- a) Puppies are typically ready for pickup at 8 weeks of age. A one-week grace period is provided (Friday through the following Thursday). Any puppy remaining in the Breeder's care after the one-week grace period will incur a boarding fee of \$20 per day. The Buyer is responsible for any additional veterinary costs, including age-appropriate vaccinations or boosters, incurred during the extended stay.
- b) At the Breeder's sole discretion, some puppies may be required to stay beyond 8 weeks due to size or developmental needs; in these specific instances, daily boarding fees may be waived at the Breeder's discretion.
- c) If boarding is required, the full purchase price of the puppy plus all estimated boarding fees must be paid in full by the time the puppy reaches 8 weeks of age.
- d) All extended stay arrangements and the final pickup date must be agreed upon in writing before the puppy reaches 8 weeks of age.
- e) If the puppy is not picked up within 14 days of the agreed-upon date and the Buyer has failed to communicate or pay boarding fees, the puppy will be considered abandoned. The Breeder may then retain the deposit and offer the puppy to another family.

3) Limited Registration

The puppy/dog is a purebred Miniature Schnauzer and is being sold with Limited AKC Registration. The Breeder agrees to provide the Buyer with the AKC registration application/transfer paperwork at the time of puppy placement. With Limited AKC Registration, the puppy/dog is not eligible for exhibiting in Conformation, but may compete in other performance events (e.g., Agility, Obedience, Rally). The puppy/dog shall not be bred at any time; if any offspring are produced, such offspring will not be eligible for AKC registration.

4) Spay/Neuter Requirement

The Buyer understands and agrees that this puppy is sold as a companion only. The Buyer agrees to have the puppy spayed or neutered no later than 6 months of age. This requirement is monitored and enforced by Spay Secure. The Buyer agrees to sign a separate binding agreement with Spay Secure prior to taking possession of the puppy and to provide all required veterinary proof of the procedure directly to them by the 6-month deadline. Failure to provide proof of spay/neuter to Spay Secure by the 6-month deadline will be considered a material breach of this contract.

_____ By initialing, the Buyer understands and acknowledges the Spay/Neuter requirement and that puppies sold on Limited Registration are to be spayed or neutered at no later than by 6 months of age.

5) Unauthorized Breeding & Penalties

The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. In the event of unauthorized breeding; The Buyer must return the puppy/dog to the Breeder immediately upon demand. The Buyer agrees to pay the Breeder \$5,000 per litter of offspring produced. This fee represents the damage to the Breeder's reputation and the value of the "Full Registration" breeding rights that were never granted. Any attempt to breed the dog or failure to comply with the Spay Secure agreement will result in the immediate voiding of all Breeder warranties set forth in this Agreement. The Buyer shall be responsible for all court costs, attorney fees, and collection fees incurred by the Breeder or Spay Secure in the enforcement of these provisions.

6) Obligation to Execute SpaySecure Agreement and Sterilize Pet

Buyer acknowledges that a) a material condition of this sale and transfer of this pet is that this pet is a non-breeding animal, and b) that the pet is being sold to Buyer in reliance on Buyer's compliance with the obligation to sterilize the pet before the deadline set forth in their SpaySecure agreement. In so acknowledging, Buyer agrees to sign and comply with all terms of the SpaySecure sterilization agreement, to not breed the pet, and to take the pet to a licensed veterinarian and have it surgically sterilized before the specific deadline set forth in their SpaySecure sterilization agreement.

7) Transfer of Ownership and Registration

Upon payment in full of the purchase price, Breeder shall promptly officially transfer ownership and registration of the puppy to Buyer. AKC Registration fees are the sole responsibility of the Buyer.

8) Breeder's Representations and Warranties to the Buyer:

- a) The Breeder is the legal and true owner of the Dog and the Breeder has full rights and authority to sell the Dog. Ownership of the puppy/dog will be transferred to the Buyer upon payment of the full Purchase Price.
- b) The Breeder guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- c) **Short-Term Health Warranty:** The Breeder guarantees the puppy will be healthy at the time of purchase, and will come home to you with all age appropriate vaccinations and wormings. He/she will be cleaned and freshly groomed (unless otherwise discussed) before pick-up. The Breeder guarantees the puppy is in good health and free of communicable diseases at the time of sale. The Buyer has 72 hours from the date of pick up to have the Dog examined by a licensed veterinarian of the Buyers choice, at the Buyer's expense. The Buyer is required to submit all veterinary documentation pertaining to the puppy's first veterinary visit, as provided by their chosen veterinarian, which must be sent to the breeder within 48 hours of the veterinary examination. This documentation must affirm that the puppy was examined and received a clean bill of health within the initial 72 hours following the release of the puppy into your care. If, within the 72-hour Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to the 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 the breeder within 48 hours of the veterinary examination.
 - i) The foregoing guarantee expressly excludes:
 - (1) Any health issues caused by Buyer's ill-treatment, abuse, neglect, or disregard to breeders advice (*unless instructed otherwise by a licensed veterinarian*);
 - (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, stress colitis/diarrhea, internal or external parasites (such as, but not limited to, Giardia, Coccidia and others) or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.
 - ii) Failure by the Buyer to have the puppy examined within the 72 Hour period will nullify this warranty.
 - iii) Failure by the Buyer to send all veterinary documentation pertaining to the puppy's first veterinary visit to the breeder within 48 hours of the veterinary examination may nullify this warranty.
 - iv) This Guarantee does NOT cover Cherry eye, Allergies, undescended testicles, umbilical hernia, or anything not listed. The Breeder will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. The buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.
- d) **Long-Term Health Warranty:** The Breeder provides a 3-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. The Breeder guarantees the puppy to be free from genetic diseases that are known to affect the Miniature Schnauzer breed.
 - i) This health guarantee covers the following diseases:
 - (1) Persistent Mullerian Duct Syndrome
 - (2) Myotonia Congenita
 - (3) Demyelinating Polyneuropathy
 - ii) For any claim under the 3-year Long-Term Health Warranty, the Buyer must provide official diagnostic results (e.g., blood tests, imaging) from a Board-Certified Veterinarian Specialist. The Buyer is responsible for all veterinary and diagnostic costs incurred while attempting to prove a congenital defect.

- iii) In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform the Breeder and supply any requested veterinary records to the Breeder. The Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of the Breeder's choice for examination.
- e) Returns/Refunds: The Breeder will not issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of the Breeder with respect to the Dog's health, as detailed in the Short-Term and Long-Term Health Warranties
 - i) In the event that a life-threatening genetic defect is found by a licensed Veterinarian within the three-year guarantee, the Buyer may return the Dog, with a written statement from the veterinarian, for a full refund or a puppy from a future litter.
 - (1) If the Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are the sole responsibility of the Buyer. This health guarantee will be null and void.
 - (2) If a replacement puppy is granted, the Buyer is responsible for all transportation and shipping costs associated with returning the original dog and receiving the new one.
 - ii) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, The Breeder will take the Dog back at any time during the Dog's lifetime. Upon surrender of the dog, no refund will be given.
- 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.
 - i) Size and Color Disclaimer: The Breeder provides an estimated adult weight and color based on the puppy's lineage and early development. However, the Breeder does not guarantee the final adult size, weight, height, or coat color, as these are subject to environmental and biological factors.
- g) We agree to furnish the Buyer with the necessary health information, including shots and worming records. We agreed to furnish the buyer with the AKC registration once it is received from the registry. The puppy must be kept on the pawTree diet that the puppy was fed at the time of purchase until the puppy is at least one year of age, unless otherwise instructed by a veterinarian. If the buyer defaults in doing so, the health guarantee of this contract/agreement will be null and void
 - i) Puppies often have sensitive stomachs and can suffer from diarrhea caused by stress and other external stimuli. Keeping puppies on the pawTree food for their first year will help reduce the possibility of stress related colitis/diarrhea from changing foods.
 - ii) A lapse in the pawTree diet for more than 30 days during the first year of the dog's life will result in the immediate and automatic voidance of the Long-Term Health Warranty.

9) Buyer's Representations to Breeder:

- a) _____ Spay/Neuter Agreement: By initialing, the Buyer agrees that the puppy is for pet purposes only and will be spayed or neutered by 6 months of age. They agree to fulfill this requirement through the SpaySecure platform and submit proof of surgery to the Breeder.
- b) _____ First Right of Refusal: By initialing, the Buyer agrees that if, in the future, the Buyer wishes to rehome their dog, they must first contact the Breeder. The Breeder shall have the "First Right of Refusal," and the dog must be offered back to the Breeder at no cost to the Breeder before any other "approved home" is considered.
- c) _____ No Third-Party Transfers: The Buyer agrees that the dog shall not be sold, given away, or transferred to any other person, shelter, or rescue organization without the express written consent of the Breeder.
- d) _____ Indemnification & Legal Costs: By initialing, the Buyer agrees to be responsible for all court costs, attorney fees, and collection fees incurred by the Breeder or SpaySecure in the enforcement of any provision of this contract, including the Spay/Neuter and unauthorized breeding clauses.

- e) _____ Standard of Care & Environment: By initialing, the Buyer agrees that the dog will reside with Buyer as a companion pet to Buyer and Buyer's family. The Buyer will provide the dog with a safe, enclosed area of adequate size and will not allow the dog to roam at will. The Buyer will not keep the dog chained, tethered, or permanently house the dog in a kennel.
- f) _____ Veterinary Documentation: By initialing, the Buyer agrees that they will provide the Breeder with all veterinary documentation pertaining to the puppy's first veterinary visit within 48 hours of the examination.
- g) _____ Nutritional Requirements: By initialing, the Buyer agrees that they will provide the dog with pawTree food and necessary veterinary care, including deworming, heartworm prevention, and regular vaccinations. The puppy must remain on pawTree food for at least one year. A lapse in this diet for more than 30 days will result in the automatic voidance of the Long-Term Health Warranty.
- h) _____ Agent & Facility Prohibitions: By initialing, the Buyer agrees that they are not acting as an agent for any other person or business in the purchase of the Dog. The Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, or research facility.
- i) _____ Non-Disparagement: By initialing, the Buyer agrees not to post negative reviews or disparaging comments on social media or public forums before attempting to resolve any health or contract disputes through the formal claim and return process outlined in this Agreement.

10) Entire Agreement

This represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement. This Agreement shall be governed by the laws of the State of Texas. Any legal action or dispute arising from this contract must be filed and settled exclusively in Harris County, Texas. The signatures below show the intent for the Buyer to purchase and intent for the Breeder to sell. These signatures also show the buyers' recognition of all the terms and conditions in this agreement.

Date

Signature of Buyer

Date

Signature of Breeder

11) Acknowledgement of Release

I, the Buyer, acknowledge that the Breeder has released the Puppy/Dog into my possession.

Date

Signature of Buyer

Date

Signature of Breeder