

PUPPY SALES CONTRACT

THE STATE OF TEXAS

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§ COUNTY

OF JEFFERSON

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This Puppy Sales Contract (the "Contract") is between DANIELLE ST. ROMAIN, an individual, Seller; and _____, a(n) _____, Buyer.

1. **DEFINED TERMS.** Each reference in this Contract to any of the following terms shall incorporate the data stated for that term. Other terms are defined in the Contract.

SELLER: DANIELLE ST. ROMAIN

SELLER'S ADDRESS: 3318 hwy365 #259
Nederland, Texas 77627

BUYER: _____

BUYER'S ADDRESS: _____

PUPPY IDENTIFIER: Color: _____
Gender: _____

2. **PARTIES.** The Seller is Danielle St. Romain, an individual. The Buyer is _____, a(n) _____.

3. **PROPERTY CONVEYED.** Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, the Puppy identified above (the "Puppy"), as well as the rights and obligations provided for in this Contract.

4. **REGISTERED NAME.** Buyer understands and agrees that Seller retains the right to choose the Registered Name of the Puppy, at Seller's sole discretion.

5. **PURCHASE PRICE.** Buyer understands and acknowledges that Seller has invested time, effort, funds, and other resources to develop her breeding line and reputation, and that Seller desires to preserve and protect her breeding line and reputation by restricting the rights of purchasers through the use of Puppy Sales Contracts. As such, Buyer and Seller agree as follows:

a. **PRICE.** Buyer shall pay to Seller \$ _____, of which \$ _____ is a nonrefundable deposit.

i. The initial deposit amount of \$ _____ is due upon execution of this Contract. The remaining \$ _____ is due at pick-up of the Puppy.

ii. In the event that Buyer executes this Contract for a specific gender of puppy and that gender is not available for any reason whatsoever, Buyer may choose to transfer the deposit to the other gendered puppy, if available. If there is no puppy available, Buyer's deposit will be returned.

iii. Buyer may terminate this Contract up to the time of puppy pickup, but if the Contract is terminated by Buyer, Seller is not obligated to return Buyer's deposit.

b. **REGISTRATIONS INCLUDED.** Seller will register the Puppy with an American Kennel Club (AKC) registration reflecting Limited Registration.

c. Buyer must neuter or spay the Puppy. Puppy must not be neutered or spayed before it reaches 18 months of age but must be neutered or spayed at least once it reaches 24 months of age. Buyer must provide written proof of the same to Seller to receive sole, Limited AKC Registration.

d. Until Buyer receives sole ownership of the Puppy through section (c) above, if Buyer registers the Puppy with any other canine kennel club, Buyer shall reflect Seller as co-owner on any such registration.

6. **SELLER'S OBLIGATIONS.**

a. Seller shall be responsible for docking the Puppy's tail.

b. Seller shall be responsible for administering the first set of vaccinations for the Puppy and having the Puppy de-wormed.

c. Seller shall have the Puppy microchipped and will provide necessary documentation to Buyer upon pick-up of the Puppy for registration.

d. Seller shall have the Puppy health checked by a veterinarian of Seller's choosing before the Puppy is provided to Buyer.

7. **BUYER'S OBLIGATIONS.**

a. Buyer shall provide the Puppy with a home that supports and develops the sporting and showing nature of Standard Poodles. Such home shall provide an environment that is suitable for the energy level and stimulation needs of Standard Poodles.

b. Buyer shall keep the Puppy as an indoor pet that is included as part of the family of Buyer.

- c. Buyer shall maintain the Puppy is good health as recommended by a veterinarian. Buyer shall provide all proper immunizations, regular vaccine boosters, fecal exams, heartworm tests, and recommended routine therapy. Should the Puppy be diagnosed with any genetic problems, Buyer shall promptly notify Seller about such diagnosis and provide to Seller documentation relating to the diagnosis from the veterinarian(s) that diagnosed such.
- a. Buyer shall not spay or neuter the puppy until it is a minimum of 18 months old and no later than 24 months old, Buyer agrees that if this provision is violated, Buyer will be liable to Seller for a fee of \$5,000.00 and reasonable attorneys' fees, court costs, and collection costs associated therewith.

8. **BREEDING.** Buyer is receiving Limited AKC Registration rights to the Puppy, and as such, under no circumstances shall Buyer breed the Puppy without first obtaining a written Breeding Contract from Seller, at Seller's sole-discretion.

- a. If Buyer is granted permission to breed the Puppy, Seller shall have the right to collect viable semen from a male Puppy at Seller's discretion and at Seller's expense. The Parties understand and agree that Seller's rights under this section serve to protect Seller's right to enrich Seller's blood line in the event the dog is of a particular quality, in Seller's sole discretion.
- b. For any litters produced by Buyer, Seller shall have the pick of the litter.
- c. Buyer shall under no circumstances breed the Puppy to, or provide semen for the purpose of breeding with, any other dog that is not a standard poodle and that is not approved by Seller. For the purposes of this section, breeding includes live breeding, artificial insemination, and any other method by which sperm from a dog could be used to impregnate another dog.
- d. If Buyer breaches the terms of this Section 8, intentionally or unintentionally, Buyer shall be obligated to remit a sum of \$10,000.00 to Seller within fourteen (14) days of the discovery of such breeding. If Buyer fails to notify and/or remit the above-described sum to Seller, Buyer agrees that a fair and adequate sum to compensate Seller for the breach shall be an additional \$10,000.00 and any court costs and attorneys' fees associated therewith.

9. **REHOMING/ABANDONMENT.** If for any reason Buyer becomes unable or unwilling to continue to keep or care for the Puppy per the terms of this Contract, Buyer shall promptly contact Seller and return the Puppy to Seller. Buyer shall under no circumstances deposit the Puppy at a shelter, sell the Puppy, re-home the Puppy, or abandon the Puppy. Seller shall have

no obligation to compensate Buyer except for the cost of third-party transportation if Buyer is located more than 100 miles from Seller at the time the return occurs.

- a. Seller is not obligated to accept return of the Puppy. If Seller does not accept return of the Puppy, a home to which Puppy may be surrendered must be approved by Seller.
- b. Under no circumstances will the Puppy be sold, leased, traded, or given away to any breeder, pet shop, research laboratory, animal shelter, or similar facility. Buyer agrees that if this provision is violated, Buyer will be liable to Seller for a fee of \$5,000.00 and reasonable attorneys' fees, court costs, and collection costs associated therewith.

10. DEFAULT. In addition to the remedies described herein, if Buyer defaults or breaches any of the provisions of this Contract, Seller's right to request immediate return of the Puppy is protected first and foremost, with Seller being responsible only for costs of transportation if Buyer is located more than 100 miles from Seller. Seller may then choose to require performance by Buyer that Seller, in Seller's sole discretion, deems to be in the best interests of the Puppy's health and welfare, and in the best interests of Seller's breeding line.

11. HEALTH GUARANTEE. Seller certifies that upon Buyer's receipt, the Puppy is in good health, has been given its first set of vaccinations, has been wormed, and has had a health check by a licensed veterinarian.

- a. Buyer may return the Puppy at Buyer's expense for a full refund if the Puppy becomes ill within 48 hours of pick up. Buyer must notify Seller of the illness and provide documentation from a licensed veterinarian indicating the diagnosis. Such documentation will be reviewed by, and the Puppy examined by a licensed veterinarian of Seller's choice to confirm diagnosis. If the diagnosis is not verified by Seller's veterinarian, Buyer may request a final opinion from a second veterinarian of Seller's choosing.
- b. Buyer must return the Puppy within 24 hours of any such diagnosis.
- c. Seller does not accept return of the Puppy or responsibility for any contagious diseases diagnosed after 48 hours from the date and time of pickup of the Puppy.
- d. If at any time circumstances arise that affect the quality of life of the Puppy, Seller is to be informed so that Seller may participate in determining the future of the Puppy. Seller shall have the authority to elect to have the Puppy returned to Seller if Buyer's election is euthanasia.

- e. The guarantee provided in this Section 11 does not apply to any conditions that are a result of negligence and/or abuse of the Puppy. Furthermore, this guarantee does not apply to physical injuries not associated with an illness.

12. MISCELLANEOUS.

- a. Buyer understands and agrees that all terms and conditions of this Contract shall be binding on Buyer, Buyer's successors, heirs, and assigns. Buyer agrees that in the event the Puppy is to be sold, Buyer must obtain permission from Seller and the future buyer of the Puppy must agree in writing to all terms and condition of this Contract. In the absence of such written agreement from any future buyer of the Puppy, Seller shall have no obligation to provide any rights to such future buyer. Buyer shall further reimburse Seller for all costs, including, without limitation, attorneys' fees and court costs associated with Seller's repossession of the Puppy from the unapproved buyer.
- b. This Contract is intended to be a complete and final expression of the Parties' intent regarding this transaction. No other agreements, written or verbal, shall cause the rights and obligations of the Parties hereto to be altered, unless such agreement is in writing, signed by both Parties, and serves as an amendment to this Contract.

13. WARRANTIES. Other than the specific guarantees in this Contract, Seller provides no warranty with the sale of the Puppy. Seller specifically disclaims all other expressed and implied warranties, including those of merchantability and fitness for a particular purpose.

14. LAWFUL PURPOSES. Notwithstanding any covenants hereof, the Buyer agrees not to use or associate the Puppy with any actions or omissions prohibited by law.

15. VENUE. Exclusive venue for resolving any dispute arising pursuant to this Contract shall be in Jefferson County, Texas.

16. INDEMNITY. Seller shall not be liable to Buyer or any third party for any damage or injury to any person or property caused by the Puppy. Buyer agrees to indemnify and hold Seller harmless from any and all such claims, causes of action, and damages relating to any such claims that arise in tort, contract, or otherwise, to include all costs of court and attorney's fees incurred by Seller in connection therewith.

17. ELECTRONIC SIGNATURES. Each party agrees that the Electronic Signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic Signatures" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as the ____ day of _____, 2024.

BUYER

SELLER

Danielle St. Romain

Signature: _____

Signature: _____

Printed Name: _____