

Kvali Standard Poodles Breeding and Performance Contract

On this day ____ it is agreed upon that the puppy/dog referred to as _____ in the _____ litter, is being sold as a Breeding/Show prospect.

Registered Name: Kvali (or Kvali's) _____

Gender: _____

Color: _____

AKC Registration:

Microchip:

Sire:

AKC Registration:

OFA health testing:

Dam:

AKC Registration:

OFA health testing:

Dog is being sold for the amount of \$_____ USD, with a Show/Performance contract.

Said puppy/dog is to be co-owned with breeder until:

A.) Dog is fully health tested with results posted to OFA and receive their CHIC

B.) Dog has earned either their UKC Show Championship and 2 performance titles or AKC Show Championship. If co-owner struggles to finish the puppy/dogs championship, breeder agrees to assist in any way possible. (This may include connecting them with a handler for AKC, a mentor, sending the dog to the breeder to handle. Buyer would be responsible for any shipping costs, handling costs etc.) If a Championship is still not able to be obtained, higher levels of performance titles may be an option to discuss with Breeder.

C.) Breeder will sign off on registration once the dog is 2 and after required health testing and titling is complete.

D.) Health Testing required with results submitted to the Orthopedic Foundation for Animals to obtain a CHIC number:

1. Genetic testing for Degenerative Myelopathy, Von Willebrands, Neonatal Encephalopathy, PRA, PRARCD4 DayBlindness, CDDY, UC Davis's VGL (genetic diversity)
2. Hip Dysplasia (One of the following)
 - *OFA Evaluation at 2 years of age
 - *PennHIP Evaluation 10+ months of age
3. Eye Examination
 - *Eye Examination by a boarded ACVO Ophthalmologist
4. Health Elective (One of the following tests). This is a yearly test to stay current.
 - OFA Thyroid evaluation from an approved laboratory
 - OFA SA Evaluation from an approved derma pathologist
 - Advanced Cardiac Exam
 - Basic Cardiac Exam

****It is agreed that said dog will not be bred to another dog unless it is a minimum of 2 years of age, has his/her OFA CHIC recommended testing completed. (Note, Carrier status for DNA IS considered passing however any dog who tests as a carrier may ONLY be bred to DNA tested CLEAR dogs.)****

(F.) Any mixed breed, or unplanned/accidental litter or intentional litter happening before requirements are met, will either result in a \$5,000.00 fee or \$3,000 per puppy born to be paid to the breeder or full possession of said dog and the puppies produced, including all registration paperwork to be signed over to breeder, Danielle Qualheim. This is considered a serious breach of contract. No registration will be signed for accidental breeding(s) unless otherwise agreed upon.

(G.) This dog will not be used for any mixed breeding, including to be bred to “merle” poodles; (This includes being bred to any poodle with merle in the pedigree.) and no puppies produced by this dog will be sold to a mixed breeder, puppy mill, pet store, or pet broker at any time. If it is found that said dog is used for any type of doodle or merle breeding, or offspring sold to mixed breed programs, it will become full possession of breeder, including registration paperwork.

(H.) AKC registration papers will remain in the possession of breeder, Danielle Qualheim until all requirements are met, Co-Owner will receive registration numbers required for showing.

(I.) If a puppy produced by this dog is being sold as a breeding/show prospect, Breeder requires that any breeding prospects are required to be titled and health tested. Breeding/show prospects must only be sold to breeders with health tested breeding stock and like-minded breeding ethics. Breeder is happy to help screen show homes and assess the litter structurally.

(J.) Breeder will work with seller to help decide on the first Stud with the Buyer.

(K.) This puppy carries a guarantee to not be affected by Degenerative Myelopathy, Von Willebrands, Neonatal Encephalopathy, PRA, PRARCD4 DayBlindness, CDDY. We do not cover Autoimmune related diseases, bloat, cancer, Hip or elbow Dysplasia. In the event this puppy is determined to have one of the covered genetic health issues, the puppy buyer has the right to keep the puppy for the remainder of said puppy’s life or place as a companion after spayed/neutered and the Breeder will replace the puppy with another one in the same pick order if the buyer provides the seller with the following:

1. Copy of the report from OFA
2. Proof of spay or neuter of said dog by qualified veterinarian.
3. Certification from the treating veterinarians that the defects were caused by genetics only without question. The defects must be determined to NOT have been caused by an accident, poor body health, abuse, or obesity.

(L.) The breeder has the right to another opinion by a licensed veterinarian of their choice before a final decision is made. All veterinary expenses are the responsibility of the puppy Buyer. The breeder will not be responsible for these costs. Shipping and/or travel expenses incurred by the breeder when replacing the said puppy will still be the responsibility of the buyer.

All puppy/dogs are examined by a licensed Veterinarian and given a clean bill of health before they leave the Breeder’s home. To the best of the Breeder and Veterinarian's knowledge, the puppy has no known diseases or illnesses. In order for this guarantee to be valid, the buyer must take the puppy to a

Licensed Veterinarian of their choice for the puppy's wellness check-up within 3 days of delivery. If puppy is found to have a disease that is untreatable or found to have a disease or illness, a letter from the Licensed Veterinarian stating the problem must be presented to the seller within 3 business days of delivery. In this case, the puppy will be returned to the Breeder within 5 days and a refund of the full purchase price - not including transportation - will be given to the Buyer and therefore ending this contract entirely. The breeder will NOT be responsible in any way for any debts or expenses including vet expenses or travel expenses incurred by the said puppy buyer(s) for any reason. Veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer.

The foregoing guarantee expressly excludes any health issues caused by Buyer's ill-treatment, abuse, neglect, injuries that occurred while with the buyer, any health issues that result from the puppy/dog's transportation from Breeder to Buyer and all minor illnesses and health issues. This including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.

The health guarantee does not cover puppies that have not had proper care, such as housing, over exercise, injuries and accidents while with the buyer, poor grooming, or poor-quality diet.

Buyer agrees to

1. Register any future puppies produced with AKC
2. Stay in contact with the Breeder
3. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight. When a puppy/dog is overweight, it can affect their hips, joints, and health.
4. Age-appropriate exercise to maintain the puppy/dog in good condition, but no forced exercise.
5. 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.
6. Avoidance of strenuous activities such as excessive stair climbing before the age of six (6) months and agility training, excessive jumping, and running beside a bike before the age of one (1) year which add strain to joints and growth plates affecting proper development.
3. Update Breeder of any health or behavioral issues from puppies produced
4. Provide proper traction, nutrition, vet care, grooming, and age appropriate exercise for the puppy to reduce risks of injury and hip dysplasia
5. Puppy/Dog is not to be bred until 2 years of age, and must only be bred to Purebred Poodle programs who pass Health testing and have appropriate titling, no mixed breeding.
6. Buyer agrees to not sell a puppy produced by the puppy/dog to any mixed breeding programs, or breed to any mixed breeding programs.
6. If the puppy in this contract being sold is Female, Breeder asks for one puppy back from their first litter. If the puppy in the contract being sold is a Male, Breeder is allowed one free collection or breeding to a female of their choice for a breeding. Breeder is responsible for semen collection, shipping, Brucellosis testing, and any costs associated for their free stud service or puppy back.

Shipping Costs. Buyer(s) agrees to pay any and all shipping costs incurred either upon purchasing the puppy or in the event of forfeiture and return of said puppy. Any puppy shipped by air must be provided with no less than counter to counter quality of service.

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.

Restrictions on Transfer. If for any reason within the puppy/dog's lifetime, the Buyer cannot or keep the puppy/dog any longer or can no longer take proper care of the puppy/dog, the Breeder will be notified immediately and will have the first choice to either: (a) take the puppy/dog back, or (b) assist the Buyer in finding a suitable home for the puppy/dog. The Buyer agrees that neither he/she nor the Buyer's estate/executors may sell this puppy/dog or transfer ownership of this puppy/dog without the Breeder's knowledge and written consent. The puppy/dog shall not be sold, transferred, rehomed, or given to any individual, any retail, any shelter, any veterinarian, or any wholesale establishment for sale or resale to the public, or to any research institution where medical experimentation or other practices may take place, without the knowledge and written consent of the Breeder. Under no circumstances may the Buyer transfer ownership of the puppy to any party not included on this original contract of sale. In the event of serious life changes, death, or incapacitation of the Buyer, any next of kin guardian representative must be listed in this contract or the puppy will be returned to the Seller without financial restitution. Upon the death of the puppy, Buyer agrees to promptly notify the Seller of the date and cause.

No monetary reimbursement will be provided, and the contract will be null and void at the time of buyer relinquishing puppy back to the Breeder.

Buyer agrees to release and hold harmless the Breeder and Stud owner from any and all liability, damages, or injuries caused either directly or indirectly by the puppy to any person, whether actual or legal, or to any property, whether real or personal. Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional, or economic, to any person, whether actual or legal, or to any property, whether real or personal.

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.

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 by a Good Dog mediator 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.

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 Oregon without regard to the conflicts of laws provisions thereof.

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. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. 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.

This contract is not transferable to another person other than spouse, listed below.

Breeder: _____ Date _____

Breeder: Danielle Qualheim

Kvali Standard Poodles

Danielle Qualheim

435-890-7522

728 Riverside Drive

Burns, Or 97220

Co-Owner Signature: _____ Date: _____

Co-Owner Written Name: _____

Address: _____

Phone: _____ Email.: _____

Spouse/Partner Name: _____

Address: _____

Phone: _____ Email.: _____