



## TERMS AND CONDITIONS

THIS AGREEMENT made the day of \_\_\_\_\_, 20\_\_ by and between: **1) Parties**

**Buyer:**

Name:

Address:

Phone:

Email:

**AND -**

**Seller:**

Name: 406 Acres LLC DBA 406 Cavapoos

Address: 12300 Little Holland Road Manhattan, MT 59741

Phone: 406-580-8977 Email: 406Cavapoos@gmail.com

### 2) Purchase Price & Fees

- a) Upon Payment of the Purchase Price paid by Buyer to Seller the selected Dog will be reserved for Buyer to be transferred on the Delivery Date.
- b) In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

### 3) Transfer of Ownership

- a) Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership of the Dog to Buyer on the delivery date. The Delivery Date shall be mutually agreed upon by the parties in writing. Delivery is deemed to occur when the Dog physically departs Seller's possession. In the event Buyer is not the individual that takes possession of the Dog at the time of Delivery, Buyer shall provide Seller with written notice at least 3 days prior to the Delivery Date who will take possession of the Dog on delivery date.

b) Upon Delivery of the Dog as provided herein, Seller shall no longer have any liability for the Dog or the Dog's well-being.

#### **4) Seller's Representations and Warranties**

Seller represents and warrants to Buyer that:

- a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- c) The Dog is in good health and free of communicable diseases at the time of this sale.
- d) The Dog is sold with a congenital/genetic health guarantee. Buyer has 72 hours from leaving the Seller to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 72 hour period will nullify this warranty. If Buyer chooses to keep the Dog despite a failed examination, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. In the event Buyer returns the Dog to Seller, Buyer will be responsible for all transportation costs for the Dog's return.
- e) This Guarantee does NOT cover hernias or joint related problems. Hernias are common in the breed and are not generally considered a health risk.
- f) Seller will NOT replace or refund the Dog due to heat stroke, abuse/neglect, or improper socialization. The health warranty does not cover illness due to foreign objects ingested, physical injury, or sickness due to animal born or transmittal diseases. Buyer is responsible for all medical costs of the Dog. This guarantee covers only the original Buyer and is not transferable.
- g) In the event a congenital defect or genetic disease is identified and will need treatment within the first two years of the Dog's life, Seller will reimburse Buyer up to \$3000.00 for treatment. Buyer shall provide written notice to Seller of the defect or disease including documentation from a licensed veterinary who identified the disease or defect. Buyer shall pay the costs of the Dog's treatment and may then submit receipts for said treatment to Seller for reimbursement. Seller will make the reimbursement payment within 10 days of receiving the receipts. Buyer will only be reimbursed for treatment payments actually made.
- h) To ensure that Buyer does not euthanize the Dog, or otherwise abandon it, or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller 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 Seller with respect to the Dog's health.

**5) Fitness of Purpose**

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, and/or show ring performance.

**6) Dog Characteristics**

Seller does not guarantee the color, size or coat type of the Dog.

**7) Buyer's Representations**

Buyer represents to Seller that:

- a) Buyer will have the Dog spayed or neutered by the age of 1 year or before.
- b) The Dog will reside with Buyer only as a companion pet to Buyer and Buyer's family. The Dog will not be used for breeding under any circumstance.
- c) Buyer will keep the Dog in an enclosed area of adequate size, and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
- d) Buyer will provide the Dog with nutritious food and proper and necessary veterinary care, including de-worming, heartworm prevention and regular vaccinations (including rabies).
- e) Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- f) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
- g) In the event Buyer sells the Dog to a new owner, Buyer shall ensure, in writing, that the new owner agrees, in writing, to comply with these Terms and Conditions. Buyer shall provide Seller written notice of the sale including contact information for the new owner.

## **8) Disclosure of Wellbeing Information**

In general, the Dog is a new breed and information regarding its wellbeing is important to Seller. Buyer shall provide a photo of the Dog and a general update to Seller when the Dog is 3 months, 6 months, 1 year and 2 years old.

a) The update shall include:

- i) Information regarding the Dog's personality,
- ii) how training is progressing,
- iii) weight,
- iv) coat
- v) color, and
- vi) any other pertinent information.

b) Buyer agrees any pictures and update information Buyer provides to Seller is released to Seller for Seller to use at Seller's sole discretion.

## **9) Indemnity and Release**

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

## **10) Limitation of Action**

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

## **11) Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Montana. Venue for action regarding these Terms and Conditions is in Gallatin County, Montana.

**12) Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or electronic signature, which shall be deemed original signatures.

**13) Attorney Fees**

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing any provision of this Agreement, then the unsuccessful party shall reimburse the prevailing party on demand for all such costs or expenses.

**14) Assignability**

Purchaser shall have no right to assign its rights and obligations under these Terms and Conditions without written consent from Seller, which consent shall not be unreasonably withheld.

**15) Entire Agreement**

These Terms and Conditions represent the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

\_\_\_\_\_ Date Signed \_\_\_\_\_  
Date & Signature of Buyer

DocuSigned by:

*Tori Anderson* \_\_\_\_\_ Date Signed 1/12/2021

Date & Signature of Seller

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***Acknowledgement of Receipt***

I acknowledge that I release the Seller of any liability for the Dog when I, my trainer, transporter or fly nanny pick up the dog on the agreed upon date.

\_\_\_\_\_ Date \_\_\_\_\_  
Time Signature of Buyer or Buyer's Designated Agent