



Puppy/Dog Purchase Agreement & Guarantee

(Limited Registration Only)

This agreement (“**Agreement**”), dated as of _____, 20____ and date of electronic signature (the “**Effective Date**”), is between **Jamie Steliga** (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is the below-described[GD1] puppy/dog (“**puppy/dog**”).

- **REGISTRY:** _____ AKC
- **REGISTERED NAME:** _____
- **REGISTERED NUMBER:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **DAM:** _____

The Breeder and Buyer agree as follows:

1. **Deposit**[GD2] [GD3]. A [non-]refundable deposit of \$300.00 (“Deposit”) [shall be due and paid to Breeder upon execution of this Agreement] [has been paid to Breeder]. 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 have the Deposit transferred to the next litter]]

2. **Purchase Price.** The full purchase price of \$1450-\$1850 [Depending on litter] (“Purchase Price”) is agreed with the balance due in full (a) at least ONE week to the day of/before the puppy/dog is delivered to Buyer or (b) upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via or Payments through Good Dog, Venmo, Zelle, or Cash.

3. **Limited Registration.** The puppy/dog is a [purebred][GD5] [Labrador] [[registrable]/[registered] with [[GD6] AKC]] and is being sold with limited [AKC] registration. [Breeder agrees to provide Buyer with all [AKC] registration papers.][GD7] As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for [AKC] registration.

4. **[Registration by Buyer][GD8].** Buyer shall register the puppy/dog with [AKC]. Buyer agrees to (a) use Breeder’s kennel name when registering the puppy/dog, (b) include the litter theme in selecting the puppy/dog’s registered name and (c) provide Breeder a photocopy of the puppy/dog’s [AKC] registration as promptly as possible after receipt. Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent and will never remove the kennel prefix from the puppy/dog’s registration name.]

5. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, [(a)] Buyer must return the puppy/dog to Breeder immediately [and pay Breeder \$5,000 per litter of offspring][GD9] and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.

6. **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][GD10].

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) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours [(or a longer period of time with Breeder's prior written consent if Buyer notifies Breeder that Buyer is unable to obtain an examination because of reasons related to COVID-19)][GD11] of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. 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 another puppy/dog. 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 guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, cherry eye, over/under bite, allergic reactions, stress colitis/diarrhea, internal or external parasites(worms, coccidia, giardia) or contagious viruses (including canine parvovirus), UTIs, vaginitis, undescended testicles, or umbilical hernias. Jungle Lake Labrador Lodge does not guarantee or warranty the puppy/dog's personality, disposition, or working ability/training. Breeder does not guarantee ability to hunt, white on the chest, or other areas, genetic or health problems, other than therefore mentioned under Guarantee.

There are no money refunds. Jungle Lake Labrador Lodge will not cover any vet bills. In the event of death an autopsy will be required at the owner's expense. Also, in any event a copy of the vet records including all up to date shots and diagnosis must be sent to me. For this guarantee to be good, the puppy must use NuVet vitamins for at least 12 months of age. If this is not done the **guarantee will be null and void**. To order your vitamins you can go directly through me for a discounted price, or you can call 1-800-474-7044 and use order code 582645. They also offer an auto ship at a discount or for multiple bottles.

Long-Term Health Warranty. Breeder provides a **2** [GD12] -year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) include **EIC, DM, CNM, PRA, AND HNPk**[GD13] and (ii) expressly do not include those **not tested through embark the date the dog was DNA tested** (for reference only, Good Dog's health testing levels by breed are available here: <https://www.gooddog.com/guide-to-good-dogs-health-testing-levels>). 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.

We do not guarantee that your puppy will pass any hip or eye tests through any organizations such as but not limited to Orthopedic Foundation for Animals. It is understood that hip dysplasia can be caused by poor nutrition or injury and that the puppy/dog is guaranteed only for genetic hip dysplasia. This guarantee is for **26 months** to the original purchaser and is not transferable.

If we declare you are under warranty, we will replace your puppy and give you a first litter pick of your choice. The puppy/dog must not have been bred or a sire to a litter. The puppy/dog can then

be returned to us with AKC paperwork in exchange for a new puppy. This puppy must be in good health standing at all times in order for the guarantee to be applicable. We must be provided with the licensed veterinarians, and both pennhip and OFA findings. Exercise must be given in the general requirements. This means no strenuous agility or competitive field training until after a minimum of 18 months old.

4. Returns/Refunds. If it is determined by a licensed veterinarian 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 or return the puppy/dog for another equivalent puppy/dog. Any replacement for a puppy, due to above said conditions, will be at the cost of the puppy only. For a replacement puppy of a higher cost, the difference will be paid by the buyer. Example: If you paid \$1,000 for your puppy and are looking at a \$1,500 puppy for a replacement, the buyer will pay the difference of \$500.

 5. 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.
7. **Buyer’s Obligations.** Buyer agrees to the following:
1. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog’s lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog’s immunity to common canine diseases.

 2. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.

 3. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
 1. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;

2. 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
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 2 ½ but not before 1 ½ or when growth plates are done growing or health reasons stated by Vet_] and providing proof of such spaying/neutering to Breeder immediately upon completion (if requested by Breeder). [In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$1,000 if puppy/dog is not spayed/neutered in accordance with this Agreement.]

8. 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. If puppy/dog is not microchipped at the time of sale it will need to be microchipped within 1 month, and have a copy sent to Jungle Lake Labrador Lodge in order for any guarantees to be Applicable. (This is strictly for the safe return of your dog so it does not fall into the system of a shelter) **Jungle Lake Labrador Lodge prohibits buyers to take animals to a shelter or resale**. The buyer agrees to contact Jungle Lake Labrador Lodge first in the case of the buyer not being able to care for their labrador anymore.

NO MICROCHIP NO GUARANTEE.

8. **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.

9. **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 its duly signed **AKC** transfer papers/registration] and (b) all Breeder warranties herein shall become null and void. 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.

10. **[Agreement to Mediate]**^[GD16]. 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 (Good Dog provides this limited service).]

11. **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 WI without regard to the conflicts of laws provisions thereof.

12. 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.

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

(a) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

BREEDER:

BUYER[GD18] :

Name: **Jamie Steliga**

Name: **[REDACTED]**

Address: **409 S. Mission St**

Address: **[REDACTED]**

Wittenberg Wi 54499

[REDACTED]

Email: **Junglelakelabradorlodge.com**

Email: **[REDACTED]**

Phone: **(715) 370-6046**

Phone: **[REDACTED]**
