

Mistel Standard Poodles Puppy Contract

Seller/Breeder is Kacy Hottell (Mistel Standard Poodles)

Purchaser is _____

Puppy shall be registered as "Mistels _____" whose litter has been registered with the AKC and is by Urban Hero Blue Skies at Kvali (AKC# PR25183202) and out of Mistel's Little Button Eyes (AKC# PR23975002)

The purchase price of puppy is \$3,200 total. In agreement to purchase Puppy, we voluntarily enter into, and agree to all terms delineated below as witnessed by the initials and signatures below:

2.5 Year Health Warranty:

The Sire and Dam of this puppy have been examined and cleared of Hip Dysplasia, Degenerative Myelopathy, Neonatal Encephalopathy w/ Seizures, Von Wildebrands Disease, Cardiac Disease, Luxating Patella, PRA-RCD4, Day Blindness and Eyes cleared via OFA. In addition to the dam being cleared of elbow dysplasia. Sire CHIC#187578 Dam CHIC#185931

Mistel Standard Poodles (Kacy Hottell) offers a 2.5 year guarantee for life altering hereditary disease. If there is a heart defect, the diagnosis must be confirmed by a letter to Breeder or Breeder's Veterinarian from a Board Certified Cardiologist stating that in his/her opinion this condition is congenital and will negatively impact the puppy's life. If there is an eye defect, the diagnosis must be confirmed by a letter to Breeder or Breeder's Veterinarian from a Board Certified Ophthalmologist stating that in their opinion this condition is congenital and will negatively impact the puppy's life. Breeder is not liable for narrow base bites, hernias, or any injury, bloat, or autoimmune disorders occurring to the puppy. Breeder takes all precautions while puppy is in breeder care to help prevent hip or elbow dysplasia. There is no warranty on hips or elbows as environmental factors play too high a role in the development of joints as the puppy grows. In the rare event of a confirmed genetic defect as listed above, before the puppy is 2.5 years old, the buyer may receive a replacement puppy if they choose to return this puppy. Transportation, veterinary care and its associated costs are the responsibility of the Buyer. If replacement is not desired, Breeder shall refund the cost of veterinarian care for the genetic defect up to half of the puppy's purchase price of one thousand six hundred dollars (\$1,600) upon proof of spaying/neutering of Puppy. Breeder reserves the right to have the puppy/dog examined by

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Breeder Initial _____

Buyer Initial _____

our Veterinarian, acquire DNA testing or check microchip to determine the dog or puppy is one of our lineage and health status before issuing a refund.

Conditions of Sale:

1. Breeder guarantees at the time of delivery that the puppy is in good health. Prior to delivery, all Mistel Standard Poodle puppies are examined by our Veterinarian. A full body exam will be performed. All puppies have received age appropriate vaccines, dewormer and are microchipped. Your puppy folder has the puppy's health, microchip information and vaccine/dewormer record to take to your Veterinarian.
2. Breeder's information is to remain on the puppy's microchip for the lifespan of the puppy.
3. Breeder agrees to have all puppies temperament tested via Volhard Temperament Test and structurally evaluated from outside, unbiased knowledgeable poodle breeders. Puppy will be matched to buyer at this time based on temperaments, structure, with color and gender preferences in mind.
4. Buyer agrees to pay any transportation fees for puppy delivery if more than 100 miles roundtrip from Yakima, Wa. If breeder has to travel more than 100 miles roundtrip, buyer agrees to pay \$50 an hour for breeder transportation service.
5. All puppies 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. This puppy is guaranteed to be free of untreatable health conditions. 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 hereditary disease, 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. Veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer.
6. This puppy is being sold on Limited Registration. This means the puppy is to never be bred and is required by Breeder to be spayed/neutered between 18-24 months. Proof of spay/neutered is required. If puppy is spayed/neutered outside of the required 18-24 month window, Mistel's Health Warranty is nulled. If found that this puppy is bred either intentionally or unintentionally, contract is considered breached and buyer

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Buyer Initial _____

forfeits the puppy back to breeder, contract is void, and a monetary penalty of \$10,000 will be issued to Buyer. Buyer will also be responsible for any court fees regarding breach of contract.

7. In the event the Buyer is no longer able to keep the puppy for any reason, Buyer is required to inform Breeder immediately. Breeder reserves the right to take puppy back into their home to find an appropriate permanent home for puppy. Any monetary reimbursement will be at discretion of breeder.

8. In the event the puppy dies Buyer is to notify breeder within 36 hours and may be required to provide a letter by Buyer veterinarian for cause of death. Breeder reserves the right to require a necropsy.

9. Buyer agrees that the puppy will be groomed every 8 weeks minimum, fed a quality food, kept at an ideal weight, given age appropriate exercise, and given free access to water during the day. If puppy is overweight, or over exercised at a young age, health warranty is nulled. Buyer agrees to provide appropriate indoor housing for puppy and will not leave puppy outside unattended for longer than 1 hour at a time. In the event of extreme heat/cold (over 80F, under 40F), puppy will never be outside unattended. Puppy will never be left unattended in an unfenced area. Buyer agrees to provide appropriate training to puppy and plenty of socialization and attention so the puppy can live a happy enriched life.

10. Buyer will use the prefix "Mistel" at the beginning of puppy's registered name via any registry. Health Warranty will be void if puppy is registered without the prefix "Mistel"

11. Buyer agrees to continue with age appropriate vaccinations and will either continue with yearly vaccines as recommended by a licensed veterinarian, or will titer test puppy to determine when vaccines are necessary.

12. Puppy will be required to be picked up by Buyer when Puppy is 8-9.5 weeks old. If Buyer is unable to pick puppy up by 10 weeks old, Breeder will be requiring boarding fees and will be providing a boarding contract to Buyer for review.

Deposit Information:

Mistel Standard Poodles requires a \$100 deposit when Buyer is placed on official waitlist. When litter is 3 days old and thriving an additional \$400 is due. Deposit is to be paid via PayPal or Venmo. Deposit is considered non refundable, however Breeder reserves the right to refund and cancel deposit at any time with no obligation to provide explanation. The remaining balance (\$2,700) along with any transportation fees is due at time of delivery and shall be paid via cash, cashiers check made out to Kacy Hottell, PayPal (friends and family) or Venmo.

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Buyer Initial _____

Final Agreement:

Mistel Standard Poodles tries to match each puppy with Buyer's goal, temperament, gender and color preferences. However, there is no guarantee of dog size, final color (colors can fade), temperament, or performance ability. For puppies placed as performance dogs, therapy dogs or service dog prospects, we do not guarantee the ability of the puppy to do so. They are only being placed as a prospect with the potential of being able to achieve these goals. Should Buyer choose to break any of the covenants of this contract, the remainder of the contract will be considered null and void, and Breeder will have the right to repossess Puppy at Buyer's expense. This document constitutes the entire contract between Breeder and Buyer with the respect to this sale. Buyer and Breeder's signatures below indicate that he/she has read, agrees and does understand all the conditions of this contract. Both Buyer and Seller/Breeder agree that this agreement represents the entire contract between them. This contractual agreement is made, executed, and will remain in the jurisdiction of the state of Washington.

Buyer:

Name: _____

Signature: _____

Address: _____

Phone: _____

Email: _____

Breeder:

Name: Kacy Hottell

Signature: _____

Address: _____

Phone: (360) 442-1174

Email: kacyvermilyea@hotmail.com