

4. Buyer agrees to follow the nutritional or health advice, written or verbal, from their licensed veterinarian in raising this puppy/dog, and that said dog will be given adequate and proper shade, housing, and properly and sufficiently fed and watered, exercised and proper weight maintained. During young months of structural development the dog will not be allowed to run/exercise unsupervised with larger canines, allowed to jump up or down from heights until mature or go long distance running/jogging with owner over one mile at a time.

5. Buyer agrees to raise this dog as an inside/house dog. Buyer agrees to attend and complete at least 1 certified puppy/obedience course in order to bond with and properly socialize the puppy with people and other dogs.

6. Buyer agrees to neuter/spay this pet between the age of (6-12 months), unless otherwise agreed upon. Buyer will obtain a written letter from the Buyer's vet stating that the dog has been spayed/neutered after the operation has been completed. The Buyer will then send the letter to the Seller.

The Buyer understands the reasons for spaying/neutering are to eliminate the possibility of unwanted reproduction, reproductive illnesses or related conditions in this dog.

7. Buyer agrees to contact the Seller for advice and/or assistance if the buyer finds that the above conditions cannot be adequately met.

Buyer agrees to contact the Seller in writing if he/she is unable to keep this dog for ANY reason. He/she will not sell, give away, or otherwise dispose of this dog without the breeders written permission. The breeder will either accept the dog on a return basis or assist the buyer in finding a suitable alternative home for the dog. This does not imply a financial commitment on the part of the breeder. The buyer agrees that this dog will never be turned over to a pound/shelter/humane society as a means of disposal nor may it be donated to any company, cause or person. Buyer understands they are held responsible for expenses of returned dog, until a suitable home may be found, unless other arrangements have been made in writing and agreed upon by both parties.

8. Buyer understands that the dog is being sold on a non-breeding agreement and is sold as family pet. This dog is not intended for breeding purposes and the dog is not to be bred in any manner. Buyer agrees not to breed dog.

By placing the dog on a non-breeding agreement, the seller is demonstrating concern for the integrity and future of their bloodlines and reputation of the seller's kennel name, the health of the dog, a commitment to preserving excellence within the breed by controlling which of their puppies may be bred, and in an effort to help control the pet population and discourage indiscriminate breeding practices.

9. Buyer hereby certifies that this purchase is not made by Buyer as an agent for any other person or entity and further agrees that neither the dog or it's offspring shall be sold to any agent, pet store, commercial breeder, or animal research facility.

Buyer agrees to pay any attorney fees, court costs, traveling and care expenses, and other miscellaneous expenses incurred by the seller in repossessing this dog due to breach of contract and indemnify breeder for any legal action arising from the actions of said dog.

Warranty:

1. To warrant that said dog will be genetically capable of fulfilling his/her purpose as described above.
2. To warrant that said dog will be functionally sound in hips and elbows for the purpose as described above. This warranty is in effect for 24 months from the date of the dog's birth. All claims must be made before the dog reaches the age of 24 months.
3. To warranty that said dog will be generally healthy for a period of 3 days from the time the possession of the dog is transferred to the Buyer. Note that 3 days is the minimum incubation period for most common communicable diseases.
4. Seller shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases or disorders which are due to Buyer's negligence. The warranties concerning health, life, and condition are limited as expressed. The seller is not responsible for any payments of veterinarian's fees for exam's, drugs, x-rays, laboratory testing or any other treatment unless agreed to by the breeder in writing, prior to the performance of such service.

To make a claim under this provision, buyer must have a certified statement from their veterinarian indicating the date of their diagnosis, the nature of the defect, their statement that the defect is hereditary in nature, that the animal has been spayed/neutered and the reasons why the defect prevents the puppy from serving as a companion pet.

Seller retains the right to obtain a second opinion at the veterinarian of her choice. The Seller does not assume any liability for any injury to said puppy after delivery. Seller will not be responsible for any debts or expenses incurred by the owner for any reason.

If the Seller is satisfied that the above described dog is unsuitable for the purpose sold because of conditions outlined in the warranty section of this agreement, the Seller will, at their discretion, refund a flat rate of the purchase price of said dog or seller retains the option of providing a replacement puppy when available. If the dog is to be returned to the Seller, it shall be at the expense of the Buyer.

Breach and Termination:

The gross breach by Buyer of any of the terms of this agreement shall be grounds for immediate action without refund, at the sole discretion of the Seller. Seller may in addition to the remedy of termination, sue for and recover from Buyer actual damages, including reasonable attorney's fees and costs caused by any such breach, including, but not limited to, liquidated damages of \$1,500.00 for each puppy produced out of any breeding of said dog not allowed by this agreement. In the event of any gross breach of contract, Buyer does hereby agree that Seller may also take immediate legal possession of the dog without any monetary reimbursement to the Buyer. The failure of Seller to enforce any provision of this agreement shall not constitute a waiver of Seller's right to enforce any other provision of this agreement or to sue for breach of that or any other provision hereof.

This agreement is hereby entered into and wholly executed in the (Boise, Idaho) and litigation arising from any possible breach of this agreement shall be adjudicated in Boise, Idaho. All parties hereby submit themselves to the jurisdiction of said courts.

Any monetary damages to Buyer shall not exceed original purchase price of said dog.

Acceptance:

By signature below, the Buyer (s) and the Seller affirm that they have read and understand this agreement and will abide by the articles of this agreement.

Buyer: _____

Address: _____

Telephone: _____

Email: _____

Buyer Signature: _____

Date: _____

Seller or Agent Signature: _____

Date: _____