

# PUPPY ADOPTION AGREEMENT

PLAYFUL PUPPIES LLC  
5229 Bruick Road  
New Haven, IN 46774  
(260) 415-2952

This contract is between Playful Puppies LLC an Indiana Limited Liability Company (hereinafter referred to as "Breeder") and \_\_\_\_\_,  
(hereinafter referred to as "Buyer").

Address of Buyer: \_\_\_\_\_

Buyer's Phone: \_\_\_\_\_

Breeder agrees to sell Buyer a \_\_\_\_\_ (hereinafter referred to as  
(Puppy breed)  
"Puppy") born on or expected around \_\_\_\_\_  
(Date of birth)

Pick Up Date: \_\_\_\_\_

For the sum of \$ \_\_\_\_\_ (hereinafter referred to as the "Purchase Price") plus tax.

1. Buyer has paid a deposit of \$ \_\_\_\_\_, with payment of the balance of the Purchase Price due upon release of the Puppy to Buyer.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Puppy if Buyer fails to complete the purchase of the Puppy within ten (10) days of the Pick Up Date for any reason. In such event, Breeder shall be free to sell the Puppy to another party.

A boarding fee of \$ 25.00 per day will be charged for each day the Puppy is boarded by Breeder past the agreed Pick Up Date due to Buyer's delay.

In the event that the Puppy is not available due to sickness, death, or any other circumstance owing to the fault of Breeder, or in the event that Breeder is of the opinion that the Puppy should not, or is not ready to be picked up by Buyer within ten (10) days of the Pick Up Date, Buyer's deposit will, at Buyer's option, either be (i) refunded, or (ii) transferred to the next litter of puppies, or (iii) if applicable, the Pick Up Date may be extended by agreement of Breeder and Buyer.

2. The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this Puppy parasite free and up to date with inoculations and proper nutrition which consists of a good quality professional feed given at

regular intervals, and fresh water available at all times. The Buyer promises to provide a safe environment for the Puppy, and never allow the dog to roam freely without proper fencing or supervision.

3. The Breeder guarantees this Puppy to be of sound health at the time of this sale. A health record of all shots and/or worming will be provided by the Breeder. The Buyer agrees to take this Puppy to a licensed veterinarian of their choice within five (5) business days of Buyer taking possession of the Puppy (hereinafter referred to as "Examination Period") for a physical examination. Should the Puppy be determined to be in ill health such that the Puppy is unfit for purchase, upon a signed written diagnosis from said licensed veterinarian to that effect dated within the Examination Period, (hereinafter referred to as "Veterinarian's Certification"), the Buyer may elect one of the two following remedies:

- a. Return the Puppy to Breeder for a refund of the purchase price.
- b. The right to return the Puppy and to receive an exchange puppy of the Buyer's choice of equivalent value (providing that a replacement puppy is available).

In the alternative, should the Puppy be determined to be in ill health as described in Paragraph 3 above, Buyer may, only with the express written consent of Breeder, retain the Puppy and receive reimbursement from Breeder for veterinary services from a licensed veterinarian, for the purpose of curing or attempting to cure the Puppy. The reasonable value of reimbursable services rendered to cure or attempting to cure the Puppy shall not exceed the purchase price of the Puppy. The value of such services is reasonable if comparable to the value of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian.

If Buyer fails to receive a Veterinarian's Certification during the Examination period, the above guarantee shall be null and void and the above remedies shall not be available from Breeder.

A diagnosis of cherry eye, coccidia, giardia, parasites, kennel cough, or any other type of bacterial/viral infection does not render the Puppy unhealthy. These items/germs can be found on the ground, in water, and in public places. Parvo is also not guaranteed by this agreement, as the Puppy has only been started on its inoculations prior to going to your home and family. The Puppy's immune system is not fully developed until he/she has completed a series of puppy shots.

In no event shall Breeder be responsible for costs incurred by Buyer in returning the Puppy and/or in receiving a replacement puppy.

4. Although Breeder is very careful to breed puppy/dogs with superb temperament, no guarantees are given regarding your puppy's/dog's temperament.

5. If the Puppy should develop a severe genetic disease within one year of the Pick Up Date and can no longer function as a pet/companion animal, the Breeder will replace at no charge with a comparable Puppy. The Puppy will be replaced either from the same litter or from a future litter. A letter from a licensed veterinarian stating the problem found and the veterinarian's opinion on the viability of the animal must be sent to the Breeder within 15 days of diagnosis. The Breeder, in consultation with his veterinarian, will have final say on whether the Puppy has developed a severe genetic disease and if the original Puppy must be returned or not. All the veterinarian bills and returned shipping fees are the responsibility of the Buyer and will not be accepted by the Breeder.

6. *Under no circumstances will this Puppy be sold, leased, traded or given away to any pet shop, research laboratory, animal shelter or similar facility by Buyer.*

7. Registration papers will either be provided at time of sale of the Puppy or transferred to the Buyer immediately upon receipt from AKC, CKC, or other reputable club as the case may be, if they are still being processed. It is understood at the time of sale that this is a pet quality puppy/dog and it is *representative of its breed. Training classes are highly recommended for a happy relationship between the Puppy and family.*

8. 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 Breeder harmless and to pay all of Breeder's costs and expenses, including reasonable legal fees, and any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Breeder from any and all liability, costs or damages caused by the Puppy after placement with Buyer, including but not limited to damage to or destruction of property, and injury to any person.

9. This Agreement represents the entire agreement between the parties. Breeder and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

I have read the above Agreement and understand and agree with the terms set forth in this document. I also understand that this is a binding contract and will abide by the terms we have agreed upon. I acknowledge my acceptance of this Agreement with my signature below.

Agreed to this date: \_\_\_\_\_

Playful Puppies LLC

By:

Signature: \_\_\_\_\_

Print: Jesse Jay Graber, Manager

Buyer: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

THANK YOU FOR YOUR BUSINESS!