

## Adult Poodle Adoption Contract

This agreement ("Agreement"), dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date"), is between \_\_\_\_\_ Danielle Qualheim \_\_\_\_\_, ("Breeder"), and \_\_\_\_\_, ("Buyer"). The subject of this Agreement is the adoption of the dog listed below.

REGISTRY: AKC American Kennel Club (Limited registration)

REGISTERED NAME: Kvali's \_\_\_\_\_

CALL NAME: \_\_\_\_\_

REGISTERED NUMBER: \_\_\_\_\_

SEX: \_\_\_\_\_

COLOR: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

MICROCHIP #: \_\_\_\_\_

SIRE: \_\_\_\_\_

CHIC: \_\_\_\_\_

DAM: \_\_\_\_\_

CHIC: \_\_\_\_\_

Puppy will be picked up on \_\_\_\_\_, in \_\_\_\_\_.

Adoption Fee is \_\_\_\_\_.

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 payment and signing of this contract. Breeder has microchipped said dog with a microchip. Breeder will be the alternate contact for the remainder of the life of said dog, and the Buyer will be the primary contact with the microchip database. This way the Breeder will be notified immediately if the dog is lost or placed in a shelter, and the Breeder can contact the Buyer in the event their information is not on the microchip.

### Health Testing.

A. The Breeder guarantees that both the Sire and the Dam of the dog have both had the breed specific health clearances performed and certified. These include the required testing listed by the Poodle Club of America (PCA), and OFA recommendations. Health testing of the Sire and Dam will be available for the Buyer to verify on OFA.org, kvalistandardpoodles.com or printed for their records.

B. The dog has been checked thoroughly by a licensed veterinarian, Harney County Veterinary Clinic in Burns Oregon 541 573 6450. We guarantee that he is currently healthy, up to date on vaccines and deworming. Buyer understands that he has been returned to the breeder by their previous home, and there are no long term health guarantee's. While in Breeders care, the dog will be neutered, receive a dental before going to the buyer. Vet records will be shared with the Buyer, and Breeder will share updates and all information pertaining to the dog. Breeder is not responsible for any future costs for vet care once the Dog has been placed with the Buyer.

Vaccination and Deworming. The dog is current on vaccinations and deworming. Breeder will provide accurate health records for this dog to Buyer. Over-vaccinating or improperly vaccinating can lead to dangerous reactions, autoimmune diseases, cancers, liver damage, or death. In addition, when it is time to visit your vet for the rabies vaccine, the rabies vaccine is never to be given at the same time as other

vaccines, antibiotics, deworming, flea and tick treatments etc. A Littermate had a reaction to the Lepto Vaccine, so it is recommended to do that vaccine separately.

Lifelong support.

The Breeder will help you find resources regarding training, help with questions, concerns, events, etc, all throughout your puppy/dogs life. The Breeder has a Facebook Puppy Page, specifically made for their puppy homes, where each home can share successes, tips, questions and updates with littermates and the Breeder. The Breeder can be reached with questions through Facebook, phone, or email.

Breeder will take back puppy/dog for whatever reason and age.

In the event the Buyer is unable to keep the dog for any reason for the life of the dog, the Buyer agrees to immediately return the puppy with signed AKC and microchip registrations, vet information, to the Breeder at Buyer's cost without financial restitution. The dog may be returned to the Breeder for any other reason that is in the best interest of the Dog at Buyer's cost without financial restitution. As a responsible breeder, the Breeder never wants the puppy to go to a shelter or rescue organization, or to end up in a puppy mill. Seller and Breeder acknowledge and agree that unforeseen circumstances may arise in which it becomes impossible for Buyer to uphold Buyer's future obligations under this contract. In such circumstances, Buyer must immediately notify Breeder and Breeder shall have the right to take full possession of the dog. If the Buyer places the dog in a shelter, rescue, or unauthorized placement, there is a \$10,000 penalty, plus any legal fees and transportation fees.

Shipping Costs. Buyer(s) agrees to pay any and all shipping costs incurred either upon purchasing the dog or in the event of forfeiture and return of said puppy. Any puppy shipped by air must be provided with no less than counter to counter quality of service.

Proper Care. Proper care and humane treatment including an adequate and nutritious diet, clean water, safe and clean living and travel conditions, regular grooming, adequate exercise, regular veterinary care from a licensed veterinarian a minimum of once a year for the life of the dog, kind and responsive human companionship, and training in appropriate behavior. Buyer will take the dog in for Veterinary care in events of accidents or emergencies.

Indoor Companion The dog is intended as an indoor companion and is not to be tied or otherwise tethered outdoors as the primary confinement. The dog should never be allowed to roam free unsupervised outside of the buyer's property. For safety, the dog should have a pet carrier for car transportation and while unsupervised at home. The dog is never be transported in an open bed of a pick-up truck unless safely crated.

Puppy Class Breeder encourages the Buyer to enroll the dog in a basic obedience class. This will help the bond grow between the Dog and Buyer, and also help with continued training. Feel free to ask the Breeder for training facility recommendations. Buyer understands that the Dog is still a young dog, and will benefit from regular training and a good home routine.

Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog.

Restrictions on Transfer. If for any reason within the puppy/dog's lifetime, the Buyer cannot or keep the puppy/dog any longer or can no longer take proper care of the puppy/dog, the Breeder will be notified immediately and will have the first choice to either: (a) take the puppy/dog back, or (b) assist

the Buyer in finding a suitable home for the puppy/dog. The Buyer agrees that neither he/she nor the Buyer's estate/executors may sell this puppy/dog or transfer ownership of this puppy/dog without the Breeder's knowledge and written consent. The puppy/dog shall not be sold, transferred, rehomed, or given to any individual, any retail, any shelter, any veterinarian, or any wholesale establishment for sale or resale to the public, or to any research institution where medical experimentation or other practices may take place, without the knowledge and written consent of the Breeder. Under no circumstances may the Buyer transfer ownership of the puppy to any party not included on this original contract of sale. In the event of serious life changes, death, or incapacitation of the Buyer, any next of kin guardian representative must be listed in this contract or the puppy will be returned or the Seller without financial restitution. Upon the death of the puppy, Buyer agrees to promptly notify the Seller of the date and cause.

No monetary reimbursement will be provided, and the contract will be nulled at the time of buyer relinquishing dog back to the Breeder.

Buyer agrees to release and hold harmless the Breeder from any and all liability, damages, or injuries causes either directly or indirectly by the dog to any person, whether actual or legal, or to any property, whether real or personal. Buyer assumes full liability for any damages or injuries, whether physical, mental, emotional, or economic, to any person, whether actual or legal, or to any property, whether real or personal.

**Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in Penalties listed in this contract.

**Agreement to Mediate.** 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.

**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 Oregon without regard to the conflicts of laws provisions thereof.

**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 counterpart 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.

## Breeder:

Name: Danielle Qualheim  
Address: 728 Riverside Dr Burns, Or 97720  
Email: kvalistandardpoodles@gmail.com  
Phone: 4358907522  
Vet: Harney County Veterinary Clinic (541) 573-6450

**Buyer:**

Name:	<input type="text"/>
Address:	<input type="text"/>
Email:	<input type="text"/>
Phone:	<input type="text"/>
Vet:	<input type="text"/>