

For the protection of the Buyer,
For the protection of the Seller,
But especially for the protection of the Puppy.

ADOPTION AGREEMENT – PUPPY

Candle Hill Shepherds LLC (Seller) agrees to sell to _____ (Buyer), and Buyer agrees to purchase from Seller the following described puppy on the following terms and conditions.

1. DESCRIPTION:

Sire: Valiant

Dam: Diamond

Puppy:

Male _____, Female _____, Either _____

Long Coat _____, Standard Coat _____, Either _____

2. DEPOSIT AND TERMS OF PAYMENT. The purchase price for the puppy is \$3,000.00 for a long coat or \$2,500 for a standard coat. A 1/3 non refundable deposit of \$1,000.00 or \$850.00 will reserve the puppy. There is a 6% Idaho sales tax for those picking up in Idaho, or a \$200 airport delivery fee. The delivery fee includes crate, vet check, prep and airport delivery but not the airline cost. The balance is due when the puppy is six weeks of age. If payment is not made in full by the time the puppy is six weeks of age and no other arrangement has been agreed upon by the Seller, then the sale will be terminated without obligations from the seller. If no puppy is available from the intended litter, Seller will select a puppy of equal value from another breeding satisfactory to the Buyer. If the Seller decides for any reason not covered in this agreement to cancel this agreement, the money paid to the Seller in deposit shall be returned to the Buyer concluding all agreements.

3. DELIVERY OF PUPPY. Puppies are generally ready for delivery eight weeks after birth. Buyer is responsible for either picking up the puppy at Seller's kennel or for the costs of transporting the puppy to Buyer. The puppy is considered the property of the Buyer once it leaves Candle Hill Shepherds kennel.

4. LIMITED AKC REGISTRATION. This puppy is being sold as a working dog with "Limited AKC registration."

5. LIMITED WARRANTY. Seller warrants that the puppy will have the pedigree described above and will be released from Candle Hill Shepherds in general good health. Buyer may, at Buyer's expense, have the puppy examined by a licensed veterinarian within 72 hours of delivery. If the veterinarian determines in writing that the puppy has an illness that is not correctable, Buyer may promptly return the puppy to Seller along with veterinarian certified proof of illness. If the Seller's Veterinarian agrees that the dog has an illness that is not correctable, Buyer shall be entitled to return the dog for a replacement puppy.

Seller also warrants that the puppy will be free of debilitating bilateral genetic canine hip dysplasia the first year of its life. If the puppy develops debilitating bilateral genetic canine hip dysplasia during this time, Buyer may at that time return the puppy to Seller for a replacement puppy. Buyer must provide, at Buyer's own expense, x-rays of the puppy performed by a licensed veterinarian, certified and skilled at producing x-rays of OFA evaluation. If Seller's veterinarian(s) agree that the dog does have debilitating bilateral genetic canine hip dysplasia, Buyer shall be entitled to return the dog for a replacement puppy. Neglect or injury will void any guarantee of good hips.

A buyer who is eligible for a replacement puppy under the above express warranties must do the following.

(1) Return, at Buyer's expense, the original dog to Seller. (2) At the time of the puppy's return, provide all veterinarian medical records; (3) At the time of the puppy's return, return the dog's AKC papers with transfer of ownership back to Seller. (4) Shipment of the replacement puppy will be at Buyer expense.

A replacement puppy or dog will be from a subsequent litter of equal value. Guarantees and Warranties

apply only to the original dog purchased and not to replacements

These warranties shall be void if: (1) Buyer's care of the puppy/dog is the cause of the dog's ill health; (2) the dog has been bred; (3) the puppy has been spayed or neutered prior to one year of age. (4) the puppy/dog is returned in ill health

or poor condition due to Buyer's negligence or the failure of Buyer to provide necessary veterinarian care or immunizations; (5) the dog is returned grossly overweight; or (6) the dog is sold or ownership is transferred, (7) the dog has been injured in any way. (8) the AKC registration name has been changed from that agreed upon under 7 B.

This warranty does not include umbilical hernias or undescended testicles in pups not sold with breeding Rights.

The Buyer agrees to avoid activities with the dog prior to the age of one year or when the bones are fully developed which are known to cause hip injury. These include jumping be it over jumps or into or out of the back of a high set vehicle like a truck, running as in jogging on leash over long distances or beside a bicycle, rough play with other dogs which includes body banging, and sports such as flyball or frisbee and any other activity which requires the dog to leap into the air. Also included is chasing the Kong or other toys which bounce at odd angles causing the dog's body to torque and twist and any other activity which causes the dog's body to torque and twist. In other words, the Buyer agrees to avoid any activities with the dog which common sense would say is not suitable for good hip health.

6. LIFETIME GUARANTEE: We, the Seller, are committed to this puppy for the life of the dog and trust that you, the Buyer, are also. But we understand that life sometimes brings us things that are unexpected. If for any reason the Buyer is unable to keep the dog with the attention and care that a dog needs, the Buyer may return the dog to the Seller at the Buyer's expense. There will be no refund as this is a courtesy the Seller provides for the well being of the dog. In all cases where the Buyer cannot keep the dog, the Buyer agrees to offer the Seller first right of refusal. If the Buyer finds another home after offering the dog to the Seller, the Buyer will let the Seller know the contact information of the new owners. The Buyer should not view the purchase of the dog as an investment property. It is a living creature and the Buyer should care for it in a kind, loving, and husband like manner.

7. RELEASE AND INDEMNIFICATION.

Seller makes no warranties or representations as to the dog's temperament or fitness for a specific purpose. Buyer understands and acknowledges that the temperament of the dog will vary depending upon the care and training afforded the dog by Buyer. In no event shall Seller be liable for any personal injury or property damage that may be caused by the dog. Buyer releases Seller, its employees and agents from any and all claims, liabilities or damages that Buyer may have in the future for any personal injury or property damage caused by the dog. Buyer shall indemnify, defend, and hold Seller, its employees and agents harmless from any and all claims, liabilities or damages arising out of or related to any personal injury or property damage caused by the dog, including reasonable attorney's fees.

8. MISCELLANEOUS PROVISIONS.

A. This Agreement shall be construed and enforced in accordance and governed by the laws of the state of Idaho. Any controversy regarding this Agreement shall be tried and heard in Bonner County, Idaho.

B. For AKC registration, the Buyer is allowed to select two names followed by Seller's kennel name; Von Hoffnung, meaning "of hope." For example : Argus Maximus Von Hoffnung, would be appropriate. This is very important to us in tracking our dogs and if this pattern is not followed, all guarantees are void. C. If the dog is ever abandoned by the owner, for example, to a Pound or Rescue Organization; the Seller has the right to reclaim the dog. In such a case, the Buyer releases rights to the AKC paperwork.

D. In all disputes, the only remedy set forth in this agreement is a replacement puppy.

E. Buyer has read the foregoing, understands the terms of this Agreement, and agrees to abide by the terms and provisions contained herein.

SELLER MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PUPPY, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE REMEDIES SET FORTH IN THIS SECTION FOR A REPLACEMENT DOG IS THE SOLE REMEDY FOR A BREACH OF WARRANTY, AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. THE SELLER IN NO WAY ASSUMES ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO USE, PURPOSE OR SUITABILITY, AND SHALL NOT BE LIABLE FOR DAMAGES OF ANY

CHARACTER, WHETHER DIRECT OR CONSEQUENTIAL.

SELLER:

Candle Hill Shepherds LLC
P.O. Box 840 Athol, ID 83801
208-818-3099
information@candlehillshepherds.com

BUYER:

Address:

Co-Buyer:

Address:

Phone:

email:

Signature:

Date:

Signature:

Date:

(Please make checks payable to Candle Hill Shepherds LLC.)