



**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement ("Agreement"), dated effective \_\_\_\_\_, 20\_\_\_\_, is made and entered into by and between Brasken Kennels ("BRASKEN") and \_\_\_\_\_ ("BUYER").

**RECITALS**

- A. BUYER represents that they desire to acquire a Labradoodle dog for companion purposes only;
- B. BRASKEN is recognized as a superior breeder of Labradoodle dogs;
- C. BUYER has had the opportunity to investigate and verify BRASKEN'S credentials and experience and agrees that BRASKEN is a highly qualified dog breeder;
- D. BUYER and BRASKEN desire to memorialize the terms of BUYER'S purchase and BRASKEN'S sale of a Labradoodle dog exclusively through the terms of this Agreement.

**NOW, THEREFORE, the parties agree as follows:**

1. Dog Selection. The Labradoodle dog purchased pursuant to this Agreement ("Dog") shall be selected in accordance with the following terms and conditions:

1.1 Pre-Birth Reservation. BUYER may reserve rights to a Dog in a future litter bred by BRASKEN ("Reservation"). BUYER may choose a specific litter from which BUYER desires to purchase a Dog, however, BUYER expressly acknowledges and agrees that the selection of the specific Dog to be purchased from the litter shall be within BRASKEN'S sole discretion. BRASKEN will make reasonable efforts to accommodate BUYER'S Dog preferences (see below); however, BUYER acknowledges that BUYER'S preferences are not controlling and that BRASKEN shall make the final decision on selection of the Dog.

**Litter Chosen:**

Sire Name:  
Dam Name:  
Est. Birth Month:

**Dog Preference:**

Color Code:  
Male/Female:  
Color Coat:

BUYER further acknowledges that the Reservation is subject to availability depending upon the size of the litter chosen by BUYER and the priority of BUYER'S Reservation. The exact size of a litter cannot be predicted by BRASKEN. In the event the number of reservations accepted by BRASKEN exceeds the size of the litter, the priority of reservations will be determined on the basis of when a BUYER'S non-refundable deposit was received by BRASKEN (See Section 2.2, below). Priority is given to BUYERS who paid their deposits first in time. Upon receipt of a non-refundable deposit from BUYER, BRASKEN will advise BUYER of any pre-existing reservations for dogs in the same litter chosen by BUYER.

1.2 After-Birth Selection. BUYER may purchase a Dog that is already in BRASKEN'S possession from a litter birthed in advance of the execution of this Agreement. The selection of the Dog will be at the BUYER'S discretion and depending upon availability. In the event BUYER elects to purchase a Dog already in BRASKEN'S possession, its identifying information is contained below:

**Dog Identification:**

Name:  
DOB:  
Sire Name:  
Dam Name:

2. Payment Terms.

2.1. Purchase Price. The purchase price for the Dog selected in accordance with Section 1 shall be \$ \_\_\_\_\_ ("Purchase Price").

2.2. Non-Refundable Deposit. Upon execution of this Agreement, BUYER shall pay BRASKEN a non-refundable deposit of Three Hundred Dollars (\$300.00) ("Deposit"). BUYER is not entitled to reserve a Dog until it has paid the Deposit. Deposit shall be applied towards the Purchase Price of the Dog. In the event BUYER decides to cancel the Agreement or is unable to perform the Agreement, for any reason whatsoever, BRASKEN is entitled to keep the Deposit.

2.3. Remaining Balance. The difference between the Purchase Price and Deposit ("Remaining Balance") is due and payable upon BUYER's pick-up of the Dog at BRASKEN'S place of business or designated pick-up site. If BUYER has elected to have the Dog transported, BUYER shall pay BRASKEN within five (5) days of notification that the Dog is ready to be transported. BRASKEN will not transport a Dog until it has received the Remaining Balance. If the Remaining Balance is not received by BRASKEN within the above-referenced time period, BUYER shall be in material breach of this Agreement and it shall result in an immediate forfeiture of all BUYER'S rights under this Agreement.

2.4. Payment. Acceptable forms of payment include cash, personal check, credit card and/or PayPal money transfer. Please do not send cash through the mail. Credit card payments are accepted only through PayPal money transfers. Payment by personal check is an acceptable form of payment, however, the payment is not deemed completed until the check has been cashed and cleared all banking institutions. BRASKEN is not obligated to perform under this Agreement until it receives confirmation from its bank that the check has cleared.

3. Transfer of Possession.

3.1. Pick-up. BRASKEN will give notice to BUYER when the Dog is available for pick-up ("Pick-up"). BRASKEN and BUYER shall mutually agree upon a date and time for the Pick-up. The location of the Pick-up shall be BRASKEN'S primary place of business: 13765 Old Morro Road, Atascadero, California.

3.2. Third-Party Delivery. In the event BUYER is unable to travel to BRASKEN'S place of business to Pick-up the Dog, BUYER may request to have the Dog delivered to BUYER at a different location. BUYER shall pay a delivery fee of \$ \_\_\_\_\_. BRASKEN will make the arrangements for the delivery of the Dog, however, BUYER shall be solely responsible for all risk of loss associated with the delivery of the Dog. BRASKEN assumes no liability for injury of the Dog during or after transport to BUYER.

3.3. Personal Delivery. In very limited circumstances, BRASKEN may agree to personally transport the Dog to BUYER. BUYER shall pay a delivery fee of \$ \_\_\_\_\_ per mile travelled by BRASKEN. BUYER shall be solely responsible for all risk of loss associated with BRASKEN'S delivery of the Dog. BRASKEN assumes no liability for injury of the Dog during or after transport to BUYER.

4. Initial Check-up. BUYER agrees to take the Dog to a licensed veterinarian, at BUYER'S sole expense, within five (5) days of receipt of the Dog from BRASKEN for a general check-up ("Initial Check-up"). Failure to comply with this Section will void any and all of BUYER'S rights under Sections 7.1 or 7.2. Written proof of the Initial Check-up must be provided to BRASKEN in advance of BUYER exercising any of its rights under Sections 7.1 or 7.2.

5. Health Maintenance. BUYER agrees to maintain the Dog in good health and provide routine preventative health care, including heart worm and flea prevention, and vaccinations in accordance with BRASKEN'S recommended vaccine protocol. Failure to comply with this Section will void any and all of BUYER'S rights under Section 7.2. Veterinary and vaccination records must be provided to BRASKEN in advance of BUYER exercising any of its rights under Section 7.2.

6. Spay/Neuter – Liquidated Damages. BUYER agrees to have the Dog spayed or neutered, at

BUYER'S sole expense, within seven (7) months of receipt of the Dog. Failure to comply with this Section will void any and all of BUYER'S rights under Section 7.2. Written proof of the Spay/Neuter procedure must be provided to BRASKEN in advance of BUYER exercising any of its rights under Section 7.2.

In the event BUYER breaches this Section as a result of BUYER'S improper use of the Dog for breeding purposes, BUYER shall pay BRASKEN \$10,000.00 as liquidated damages for the breach. As recited above, the sale of the Dog pursuant to this Agreement is for companion purposes only and this is factored into the Purchase Price of the Dog. Additionally, improper use of the Dog for breeding purposes detrimentally impacts the purity of BRASKEN'S Labradoodle bloodline and the Labradoodle cross-breed as a whole. BUYER acknowledges that ascertaining BRASKEN'S damages as a result of a breach of this Section may be difficult and costly and thus agrees that the liquidated damages are not a penalty, but rather a reasonable advance estimate of BRASKEN'S damages.

#### 7. Refund/Replacement Policy.

7.1. Full Refund Policy. If the Initial Check-up reveals that the Dog has a life-altering, genetic disease, BRASKEN agrees to refund the full Purchase Price of the Dog, excluding any delivery charges ("Full Refund"). A disease will be considered "life-altering" if it is of such a serious nature that the quality of life of the Dog will be substantially reduced and/or the Dog's life expectancy is substantially reduced. Minor health ailments, including, but not limited to, fleas, worms, intestinal parasites, bite issues, overbites, under bites, any expenses related to malocclusions, or Base Narrow Canines are not covered by this or any other warranty and/or stress induced ailments due to the Dog's transition to BUYER'S home are not considered "life-altering" and do not entitle BUYER to a Full Refund. Additionally, BRASKEN is not liable for defects, diseases, disorders and/or other medical issues that are in any way attributable to environmental factors or BUYER'S own negligence and improper treatment of the Dog.

BUYER must request a Full Refund, in writing, within five (5) days of receipt of the Dog from BRASKEN. BUYER'S request for a Full Refund must include a written statement from BUYER'S veterinarian confirming the life-altering, genetic disease affecting the Dog. If the life-altering, genetic disease is a hip-defect, BUYER must also obtain a written diagnosis from a Pennhip, Orthopedic Foundation for Animals ("OFA") or other accredited hip specialist. Additionally, BUYER is solely responsible for all veterinary and/or medical costs relating to the diagnosis and/or treatment of the Dog. BRASKEN will not reimburse BUYER for any costs associated with the delivery of the Dog

7.2. Replacement/Partial Refund Policy. If the Dog develops a life-altering, genetic disease within the first two (2) years of the Dog's life, BUYER may either: (1) purchase a replacement dog for an amount equal to half the Purchase Price of the original Dog ("Replacement Dog") or (2) be refunded half the Purchase Price of the Dog, excluding and delivery charges ("Partial Refund"). Similar to BRASKEN'S Full Refund Policy, a disease will be considered "life-altering" if it is of such a serious nature that the quality of life of the Dog will be substantially reduced and/or the Dog's life expectancy is substantially reduced. Minor health ailments, including, but not limited to, fleas, worms, intestinal parasites, bite issues, overbites, under bites, any expenses related to malocclusions, or Base Narrow Canines are not covered by this or any other warranty, and/or stress induced ailments due to the Dog's transition to BUYER'S home are not considered "life-altering" and do not entitle BUYER to purchase a Replacement Dog or a Partial Refund. Additionally, BRASKEN is not liable for defects, diseases, disorders and/or other medical issues that are in any way attributable to environmental factors or BUYER'S own negligence and improper treatment of the Dog.

BUYER must request to purchase a Replacement Dog or receive a Partial Refund from BRASKEN, in writing, within the first two (2) years of the Dog's life. The two-year time period in which to request a Replacement Dog or Partial Refund begins to run from the Dog's date of birth, not upon BUYER'S receipt of the Dog. BUYER'S request must include a written diagnosis from two separate veterinarians (not within the same veterinary office) confirming the serious illness and/or life threatening, genetic disease affecting the Dog. If the life-altering, genetic disease is a hip-defect, one of the written diagnoses must be given by a Pennhip, OFA or other accredited hip specialist. BUYER is solely responsible for all veterinary and/or medical costs relating to the diagnosis and/or treatment of the Dog. BRASKEN will not reimburse BUYER for any costs associated with the delivery of the Dog and/or Replacement Dog to BUYER.

If BUYER elects to purchase a Replacement Dog the selection of a Replacement Dog will be in accordance with the terms and conditions set forth in Section 1 of this Agreement. Similarly, all other terms and conditions of this Agreement shall control the purchase and delivery of the Replacement Dog.

7.3. Non-Transferable Rights. BUYER'S rights under Sections 7.1 or 7.2 are non-transferable and may only be invoked by the BUYER executing this Agreement.

7.4. Non-Combinable Rights. BUYER'S rights under Sections 7.1 or 7.2 are non-combinable. In the event the Dog is found to have a life-altering, genetic disease during the Initial Check-up, BUYER is not entitled to both a Full Refund and to purchase a Replacement Dog at a discounted price. Rather, BUYER must elect between these two remedies.

7.5. Reservation of Rights. Prior to issuing a refund (Full or Partial) or selling a Replacement Dog to BUYER at a discounted price, BRASKEN reserves the right to confirm the diagnosis of a life-altering, genetic disease with a veterinarian of its own choosing. In the event BRASKEN'S veterinarian does not discover the alleged disease, BRASKEN will seek a second opinion from a different veterinarian of its own choosing ("Second Opinion"). BRASKEN and BUYER agree that the results of the Second Opinion will control the determination whether the Dog suffers from a life-altering, genetic disease.

7.6. Exclusive Remedies/Distress Waiver. BUYER agrees that the remedies under Sections 7.1 and 7.2 are BUYER'S exclusive remedies under this Agreement. Under no circumstances shall BUYER ever be entitled to seek different remedies as a consequence of any alleged breach of this Agreement and/or defect or deficiency in the Dog. Further, BUYER expressly agrees that it will never seek monetary damages against BRASKEN for emotional or physical distress relating to any alleged breach of this Agreement and/or defect or deficiency in the Dog.

8. No Behavioral Guarantee. BRASKEN does not guarantee that the Dog will or will not possess a specific behavioral and/or psychological trait. BUYER expressly assumes all risks associated with the Dog's behavioral and/or psychological development. BRASKEN recommends that all of its dogs receive obedience training, however, does not guarantee the results of any specific training program.

9. Transfer of Ownership/Possession – Liquidated Damages. BUYER agrees to give notice to BRASKEN should it ever become necessary or BUYER desires to find a new home for the Dog. BRASKEN will assist BUYER in finding a new home for the Dog and, if necessary, may re-take possession of the Dog if a new home cannot be located in a reasonable amount of time. BUYER agrees that under no circumstances will BUYER ever relinquish possession of the Dog to a puppy mill, animal shelter, rescue organization and/or pet adoption organization.

In the event BUYER breaches this Section, BUYER shall pay BRASKEN \$10,000.00 as liquidated damages for the breach. BUYER acknowledges that ascertaining BRASKEN'S damages as a result of a breach of this Section may be difficult and costly and thus agrees that the liquidated damages are not a penalty, but rather a reasonable advance estimate of BRASKEN'S damages.

10. Notices. Unless otherwise specified, any notice or communication required to be given to a party shall be given by electronic mail ("Email") or in writing by first-class mail, postage prepaid, addressed to the party at the address set forth at the end of this Agreement or at such other address as a party shall have furnished to the other party in writing. Such notice shall be deemed given when mailed.

11. Assignment. This Agreement may not be assigned by either party unless prior written consent is obtained from the non-assigning party in advance of the assignment. Any unauthorized assignments shall immediately void all of the breaching party's rights under this Agreement.

12. Litigation/Governing Law/Venue. This Agreement shall be governed by, and construed in

accordance with, the law of the State of California, without regard to the principles of conflicts of law. Venue for any action arising out of this Agreement shall be San Luis Obispo County, California. If litigation is commenced to enforce any provision of this Agreement, then the prevailing party shall be entitled to reasonable attorney fees and costs, and such amount shall be added to and be part of the judgment in said matter.

13. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null and void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall, to the greatest extent possible, not be affected thereby.

14. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. Computation of Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

16. Parties and Successor's Rights. This Agreement shall be binding upon and shall inure to the benefit of the parties, their personal representatives, heirs, executors, administrators, assigns and successors-in-interest. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

17. Headings. The headings of this Agreement are for reference purposes only and shall not limit or define the meaning of the provisions hereof.

18. Entire Agreement. This Agreement constitutes the complete agreement between the parties with respect to the subject matter contained herein, and no representations or understandings other than those expressed in it shall add to, vary or modify the Agreement unless the addition, variance or modification is made in writing and signed by the parties. This Agreement supersedes and replaces any and all agreements relating to the subject matter of this Agreement that was previously entered into by the parties.

19. Indemnification. BUYER shall indemnify, protect, defend, and hold harmless BRASKEN, its partners, directors, officers, shareholders, employees, agents, contractors, sub-contractors, and/or affiliated organizations from and against any and all loss, damage, liability, and claims thereof, made by any person, class, or entity, whether based upon contract, tort, equity, or otherwise, resulting from or relating to the actions of the Dog and/or the performance of this Agreement. The foregoing shall apply whether or not BRASKEN was or is claimed to be passively, concurrently, or actively negligent, or otherwise at fault, and regardless of whether liability without fault is imposed or sought to be imposed on BRASKEN, except to the extent that such indemnification is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of the Agreement and except where such loss, damage, liability, or claim is the result of the gross negligence or willful misconduct of BRASKEN and is not contributed to by any act of, or by any omission to perform some duty imposed by law or contract on, BUYER and/or its agents. BUYER further agrees to compensate and/or reimburse BRASKEN, its partners, directors, officers, shareholders, employees, agents, contractors, sub-contractors, and/or affiliated organizations for all attorneys' fees and other costs of defense.

**20. ASSUMPTION OF RISK/RELEASE OF LIABILITY. BUYER AGREES TO ASSUME ALL RISKS RELATING TO THE ACTIONS OF THE DOG. BUYER HEREBY RELEASES AND FOREVER DISCHARGES BRASKEN, ITS PARTNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, AND/OR AFFILIATED ORGANIZATIONS FROM ALL ACTIONS, CLAIMS AND/OR DEMANDS BUYER, BUYER'S HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND/OR ASSIGNS, NOW HAVE, OR MAY IN THE FUTURE HAVE, RESULTING FROM OR RELATING TO THE ACTIONS OF THE DOG.**

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND APPROVE OF ITS CONTENTS.**

**BUYER**

**BRASKEN KENNELS**

By: \_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_

13765 Old Morro Road

Atascadero, California 93422

Contact Info: \_\_\_\_\_

Ph: 805-462-9188

\_\_\_\_\_

Email: info@braskenkennels.com

\_\_\_\_\_

Email : \_\_\_\_\_

**Please return a signed copy of this Agreement to BRASKEN with your non-refundable deposit.**