**Rhapsody Standard Poodles Purchase and Sale Agreement**

This agreement for the placement of a purebred Standard Poodle puppy described below (“**Puppy**”) is made on INSERT DATE, between Rhapsody Standard Poodles (“**Breeder**”) and INSERT BUYER NAME (“**Buyer**”).

**1.) GENERAL INFORMATION**

**Date of Birth:**

**Brief Description of Dog:**

**Dam:**

**Sire:**

**Registered Name:**

**Total Purchase Price of Dog:** $

**Deposit Paid:** $

**Total Purchase Price Due on Pick Up Date:** $

**☐ LIMITED AKC REGISTRATION - PET ONLY.** This Puppy is sold as a “pet only” with no breeding rights and any puppies produced cannot be registered with the AKC. Buyer agrees to have the Dog spayed/neutered no sooner or later than 18 months – 24 months of age or opt for a Hormone Sparing Sterilization method if they wish to alter the dog before 18 months of age. Buyer must deliver Breeder evidence that the Dog has been spayed/neutered/altered by 24 months of age. Breeder makes no representation or warranty that Dog is suitable for competition, or any other purpose other than a family pet.

**☐ FULL AKC REGISTRATION.** This Puppy is sold for breeding stock. Breeder will remain on AKC papers as a co-owner until the following requirements are met, to which Breeder will sign over Full AKC registration to Buyer. Buyer agrees that the Puppy may only be bred with a breeding contract approved in advance by Breeder. Breeder’s consent to breeding will contingent upon the following:

* Puppy must complete a minimum or a UKC Championship and one of the following titles
  + UKC Grand Championship
  + Two of any Performance or Companion event titles in either AKC or UKC

(Titles exclude “applied for” titles such as CGC, Trick Dog, NADD, etc.)

* Genetic testing including the following: Degenerative Myelopathy (DM), Neonatal Encephalopathy w/Seizures (NEwS), Von Willebrand Disease I (VWD1), Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration (PRCD), Progressive Retinal Atrophy, Rod-Cone Dysplasia 4 (PRA-RCD4), Day Blindness/Retinal Degeneration (DB/RD), & VGL Diversity Testing.
* Puppy has been cleared by a veterinarian as physically suitable for breeding
* Puppy passes a hip dysplasia test (either OFA evaluation or PennHip evaluation)
* Puppy has received an annual eye examination by a board certified ACVO Ophthalmologist
* Puppy passes one of the following tests:
  + OFA thyroid evaluation from an approved laboratory,
  + OFA SA evaluation from an approved dermatopathologist, or
  + Congenital cardiac exam and/or basic cardiac exam.

**Buyer Int. \_\_\_\_\_**

**2.) 2.5 YEAR HEALTH GUARANTEE:**

The Sire and Dam of this Dog have been examined and cleared of Degenerative Myelopathy (DM), Neonatal Encephalopathy w/Seizures (NEwS), Von Willebrand Disease I (VWD1), Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration (PRCD), Progressive Retinal Atrophy, Rod-Cone Dysplasia 4 (PRA-RCD4) and Day Blindness as well as Hip & Elbow Dysplasia, Patellar Luxation, Cardiac, Thyroid and Eye Disease cleared via OFA. Sire CHIC#------, Dam CHIC#------.

Rhapsody Standard Poodles offers a 2.5 year guarantee for life altering hereditary disease. If there is a heart defect, the diagnosis must be confirmed by a letter to Breeder or Breeder's Veterinarian from a Board Certified Cardiologist stating that in his/her opinion this condition is congenital and will negatively impact the puppy’s life. If there is an eye defect, the diagnosis must be confirmed by a letter to Breeder or Breeder's Veterinarian from a Board Certified Ophthalmologist stating that in his/her opinion this condition is congenital and will negatively impact the puppy’s life. Breeder is not liable for narrow base bites, hernias, or any injury, bloat, or autoimmune disorders occurring to the puppy after they leave Breeder’s house. Breeder takes all precautions while puppy is in breeder care to help prevent hip or elbow dysplasia. After puppy leaves care of breeder there is no warranty on hips or elbows as environmental factors play too high a role in the development of joints as the puppy grows. In the rare event of a confirmed genetic defect as listed above, before the puppy is 2.5 years old, the buyer may receive a replacement puppy if they choose to return this puppy. Transportation, veterinary care, and its associated costs are the responsibility of the Buyer. If replacement is not desired, Breeder shall refund the cost of veterinarian care for the genetic defect up to half of the puppy’s purchase price, listed in section 1. Of this agreement, upon proof of spaying/neutering of Puppy. Breeder reserves the right to have the puppy/dog examined by our Veterinarian, acquire DNA testing or check microchip to determine the dog or puppy is one of our lineage and health status before issuing a refund.

**Buyer Int. \_\_\_\_\_**

**3.) CONDITIONS OF SALE:**

1. Breeder guarantees at the time of delivery that the puppy is in good health. Prior to delivery, all Rhapsody Standard Poodle puppies are examined by our Veterinarian. A full body exam will be performed. All puppies have received age appropriate vaccines, dewormer and are microchipped. Your puppy folder has the puppy's health, microchip information and vaccine/dewormer record to take to your Veterinarian.
2. Breeder’s information is to remain on the puppy’s microchip for the lifespan of the puppy.
3. Breeder agrees to have all puppies temperament tested via Volhard Temperament Test and structurally evaluated from outside, unbiased knowledgeable poodle breeders. Puppy will be matched to buyer at this time based on temperaments, structure, with color and gender preferences in mind.
4. Buyer agrees to pay any transportation fees for puppy delivery if more than 100 miles roundtrip from Sweet Home, OR at the rate of .60 cents per mile.
5. All puppies are examined by a licensed Veterinarian and given a clean bill of health before they leave the Breeder’s home. To the best of the Breeder and Veterinarian's knowledge, the puppy has no known diseases or illnesses. This puppy is guaranteed to be free of untreatable health conditions. In order for this guarantee to be valid, the buyer must take the puppy to a Licensed Veterinarian of their choice for the puppy's wellness check-up within 3 days of delivery. If puppy is found to have a disease that is untreatable or found to have a hereditary disease, a letter from the Licensed Veterinarian stating the problem must be presented to the seller within 3 business days of delivery. In this case, the puppy will be returned to the Breeder within 5 days and a refund of the full purchase price - not including transportation - will be given to the Buyer and therefore ending this contract entirely. Veterinary care and its associated costs are the sole and exclusive responsibility of the Buyer.
6. This Puppy will be available for Buyer to pick up at a mutually agreeable time on or before INSERT DATE (“Pick-Up Date”) after Buyer pays the total purchase price for the Dog described in Section 1. If Buyer does not take delivery of the Dog on or before the Pick-Up Date, Breeder, at its option, may: (a) retain the deposit paid by Buyer and sell the Puppy to another buyer, or (b) with confirmation of Buyer will charge Buyer a boarding fee of $20 per day until Buyer takes possession of the Dog.
7. If this is Puppy is being sold on Limited Registration, it means the puppy is to never be bred and is required by Breeder to be spayed/neutered between 18-24 months. If found that this puppy is bred either intentionally or unintentionally, contract is considered breached and buyer forfeits the puppy back to breeder, contract is void, and a monetary penalty of $10,000 will be issued to Buyer. Buyer will also be responsible for any court fees regarding breach of contract.
8. If this Puppy is being sold on a Full Registration, the Buyer agrees the Puppy is not to be bred before 24 months of age and all agreed upon testing and titles, stated in Section 1. of this Agreement, have been completed. This Puppy is never to be used in Merle Programs or to create mixes of any kind. If found that this puppy is bred either intentionally or unintentionally, before agreements are met and breeder has signed off full ownership of Puppy over to Buyer this contract is considered breached and buyer forfeits the puppy back to breeder, contract is void, and a monetary penalty of $10,000 will be issued to Buyer. Buyer will also be responsible for any court fees regarding breach of contract.
9. Buyer agrees to never resale or rehome the puppy. In the event the Buyer is no longer able to keep the puppy for any reason, Buyer is required to inform Breeder immediately. Breeder reserves the right to take puppy back into their home to find an appropriate permanent home for puppy. Any monetary reimbursement will be at discretion of breeder.
10. In the event the puppy dies Buyer is to notify breeder within 36 hours and may be required to provide a letter by Buyer veterinarian for cause of death. Breeder reserves the right to require a necropsy.
11. Buyer agrees that the puppy will be groomed every 8 weeks minimum, fed a quality food, kept at an ideal weight, given age appropriate exercise, and given free access to water during the day. If puppy is overweight, or over exercised at a young age, health warranty is nulled. Buyer agrees to provide appropriate indoor housing for puppy and will not leave puppy outside unattended for longer than 1 hour at a time. In the event of extreme heat/cold (over 80F, under 40F), puppy will never be outside unattended. Puppy will never be left unattended in an unfenced area. Buyer agrees to provide appropriate training to puppy and plenty of socialization and attention so the puppy can live a happy enriched life.
12. Buyer will use the prefix “Rhapsody” at the beginning of puppy’s registered name via any registry. Health Warranty will be void if puppy is registered without the prefix “Rhapsody”
13. Buyer agrees to continue with age appropriate vaccinations and will either continue with yearly vaccines as recommended by a licensed veterinarian, or will titer test puppy to determine when vaccines are necessary.

**Buyer Int. \_\_\_\_\_**

**4.) DEPOSIT AND PAYMENT INFORMATION**

Rhapsody Standard Poodles requires a wait list deposit of $250 to be placed on our waiting list for a litter of your choice after puppy questionnaire is filled out and accepted by Breeder. An additional $250 deposit due when litter is 2 weeks old. Deposit is to be paid via GoodDog or Zelle Pay. All Deposits are considered non refundable, however Breeder reserves the right to refund and cancel deposit at any time with no obligation to provide explanation. If there is not a puppy to the Buyers liking in the litter, their deposit may be transferred to another breeding of their choice or forfeit their deposit. The remaining balance, listed in Section 1. of this Agreement, along with any transportation or boarding fees is due at time of pick up and shall be paid via cash, GoodDog or Zelle Pay.

**Buyer Int. \_\_\_\_\_**

**5.) FINAL AGREEMENT:**

Rhapsody Standard Poodles tries to match each puppy with Buyer’s goal, temperament, gender and color preferences. However, there is no guarantee of dog size, final color (colors can fade), temperament, or performance ability. For puppies placed as performance dogs, therapy dogs or service dog prospects, we do not guarantee the ability of the puppy to do so. They are only being placed as a prospect with the potential of being able to achieve these goals.

Should Buyer choose to break any of the covenants of this contract, the remainder of the contract will be considered null and void, and Breeder will have the right to repossess Puppy at Buyer’s expense. This document constitutes the entire contract between Breeder and Buyer with the respect to this sale. Buyer and Breeder’s signatures below indicate that he/she has read, agrees and does understand all the conditions of this contract.

Both Buyer and Seller/Breeder agree that this agreement represents the entire contract between them. This contractual agreement is made, executed, and will remain in the jurisdiction of the state of Oregon.

**Buyer Int. \_\_\_\_\_**

**BUYER:**

Name:

Signature:

Address:

Phone:

Email:

**BREEDER:**

Name: Amy Coble

Signature:

Address: 945 14th Ave, Sweet Home, Oregon 97386

Phone: 503-856-5289

Email: Rhapsodystandards@outlook.com

