

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into on _____ (the "Effective Date"), by Stoney Creek Bulldogs, LLC ("Seller") and _____ ("Purchaser").

WHEREAS, Purchaser has made a deposit and desires to purchase a dog (the "Dog"), and Seller desires to sell the Dog to Purchaser;

NOW, THEREFORE, in consideration of the foregoing and in accordance with the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Agreement of Purchase and Sale. On the Effective Date, Purchaser shall purchase from Seller and Seller shall sell and transfer to Purchaser all of Seller's right, title, and interest in and to the Dog which is identified in Exhibit A attached hereto.
2. Prices and Payment Terms. The purchase price payable by Purchaser to Seller for the Dog shall be an amount equal to \$_____, payable in full in cash at closing. The parties acknowledge that Purchaser paid Seller a deposit in the amount of \$_____ on _____ as advance payment toward the purchase of the Dog.
3. Seller's Representations and Warranties.
 - a. The Dog will be registrable with the American Kennel Club ("AKC").
 - b. The Dog will be vet checked prior to the Effective Date.
 - c. The Dog will be free from any and all liens and encumbrances on or before the Effective Date.
 - d. The representations and warranties made herein by Seller shall survive for one (1) year after the date of birth of the Dog.
4. Purchaser's Representations and Warranties.
 - a. The Dog will not be used for scientific purposes.
 - b. Purchaser is buying the Dog for Purchaser's own personal use only, and not for resale.
 - c. If the Dog is limited AKC, then Purchaser shall spay or neuter the Dog within twelve (12) months from the Dog's date of birth and Purchaser shall not use the Dog for breeding purposes.
5. Health Guarantee.
 - a. For one (1) year from the Dog's date of birth, Seller guarantees that the Dog will be free of any life-threatening congenital defects including but not limited to severe hip dysplasia or severe issues of the kidneys, heart, pancreas, liver, or spine. This guarantee specifically excludes the following:
 - i. Common afflictions of the breed including but not limited to cherry eye, entropion, loose hips, skin allergies, elongated soft palate, collapsed nostrils, any kind of parasites, or bacteria, viruses or illnesses associated with any of these afflictions;
 - ii. Non-life threatening or temporary disorders including but not limited to hypoglycemia, uneven bites, undescended testicles, or inguinal or umbilical hernias;
 - iii. Environmental factors including but not limited to allergies, dysfunction, demodectic mange, or autoimmune disorders;
 - iv. Physical problems resulting from or caused by an injury;
 - v. Deafness or hearing problems;
 - vi. Blindness or vision problems; or
 - vii. Temperament or other behavioral problems.
 - b. To qualify for this health guarantee, Purchaser must comply with the following:

- i. Purchaser must not be in breach of a warranty and all representations contained in this Agreement made by Purchaser must be accurate and truthful;
- ii. The Dog must not be sold or transferred to a third party. This health guarantee will be voided upon any transfer of ownership from Purchaser to a third party;
- iii. Purchaser shall have the Dog evaluated by a licensed veterinarian within three (3) business days of the Effective Date and provide the written report from the veterinarian to Seller upon request;
- iv. Purchaser shall have kept the Dog under the care of a licensed veterinarian and provide records of vaccination, deworming, and other health records of the Dog to Seller upon request;
- v. Purchaser shall provide the Dog with adequate fresh water, food, exercise, and rest;
- vi. Purchaser shall ensure that the Dog does not endure extreme cold or hot temperatures for extended periods of time;
- vii. Purchaser shall not neglect, abuse, breed, or otherwise mistreat the Dog;
- viii. Purchaser shall not take the Dog to dog parks, pet stores, or public grassy areas until after the Dog is fully vaccinated;
- ix. Purchaser, at Purchaser's sole expense, has obtained confirmation from two (2) independent veterinarians of a diagnosis that is covered by this health guarantee and provided the veterinarian reports to Seller within three (3) business days of such diagnosis. Seller shall have the right to have Seller's veterinarian examine, evaluate and diagnose the Dog to determine whether the diagnosis is covered by this health guarantee;
- x. Purchaser returns the Dog, at Purchaser's sole expense, to Seller in good condition, other than the specified diagnosis;
- xi. In the event the Dog needs euthanized, Purchaser obtains Seller's consent in advance to euthanize the Dog at Purchaser's sole expense; and
- xii. If the Dog dies, Purchaser, at Purchaser's sole expense, has an autopsy of the Dog conducted to determine the cause of death and Purchaser provides the autopsy report to Seller.

c. If the Dog has a diagnosis that is covered under this health guarantee, or the Dog dies and the cause of death is determined to be covered under this health guarantee, then Seller shall provide Purchaser with a replacement dog of equal value that is mutually agreed upon by Purchaser and Seller. Purchaser acknowledges and agrees that the replacement dog may be from a different litter with different parents and it may take some time to provide a suitable replacement dog of equal value. If Purchaser desires to obtain a dog of higher value, then the full price paid for the Dog will be credited toward the replacement dog of higher value. In no event shall Seller provide a monetary refund to Purchaser.

6. Disclaimers. Seller does not make any guarantees as to the Dog's (a) ability to breed; (b) show quality; (c) size; (d) coat quality; (e) temperament; or (f) adaptability.

7. Limitation of Liability.

a. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. SELLER'S SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DOG TO SELLER.

b. The limitation of liability set forth above shall only apply to the extent permitted by law.

8. Force Majeure. Seller will not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in Seller's performance under this Agreement when and to the extent such

failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, or restraints or delays affecting carriers' resulting in an inability or delay in delivery.

9. Governing Law and Jurisdiction. This Agreement is entered into in the State of Indiana and shall be governed by the laws of the State of Indiana.
10. Dispute Resolution. All dispute proceedings shall occur in a court with jurisdiction in Delaware County, Indiana. The prevailing party in any litigation brought under this Agreement shall be entitled to recover reasonable attorneys' fees and costs of litigation from the losing party.
11. Assignment. Purchaser will not assign any of Purchaser's rights or delegate any of Purchaser's obligations under this Agreement without Seller's prior written consent.
12. No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than Purchaser.
13. Notices. Any notice which may be given hereunder to any party hereto may be made by electronic delivery at such party's respective email address as shown below the signature line.
14. Severability. If any provision of this Agreement is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
15. Entire Agreement. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof, any and all prior communication being merged herein and replaced hereby and being without effect hereon, and no change hereof may be made except in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SELLER:

PURCHASER:

Stoney Creek Bulldogs, LLC, an Indiana limited liability company

By: _____

By: _____

Printed: _____

Printed: _____

Phone: (765) 748-6975

Phone: _____

Email: stoneycreekbulldogs@outlook.com

Email: _____

EXHIBIT A – Dog Information

Date of Birth: _____

Breed: _____

Gender: _____

AKC Registration Number: _____

Sire: _____

Full Limited

Dam: _____

Description of Dog: _____