

1. Parties & Puppy Identification

This Puppy Purchase Agreement (“Agreement”) is entered into between:

Breeder:

Urban Uplander Pet Care, LLC
5909 E. 46th
Indianapolis, Indiana, 46226
Email: urbanuplanderllc@gmail.com
Phone: 317-676-6986

Buyer:

Buyer Name(s): _____
Address: _____
City, State, ZIP: _____
Email: _____
Phone: _____

Puppy Identification

The puppy covered under this Agreement is identified as follows:

- **Registered Name (if applicable):** _____
- **Call Name:** _____
- **Sex:** Male Female
- **Color / Markings:** _____
- **Date of Birth:** _____
- **Litter Information:**
 - **Dam:** _____
 - **Sire:** _____
- **Microchip Number (if implanted):** _____
- **Date of Transfer / Pickup:** _____

Ownership of the puppy transfers to the Buyer on the Date of Transfer listed above, provided all terms of this Agreement have been satisfied.

2. Purchase Terms

Purchase Price

The total purchase price for the puppy is: \$ 2500

Deposit

A non-refundable deposit in the amount of: \$ 500
has already been received by the Breeder and will be applied toward the total purchase price.

Balance Due

The remaining balance due at the time of pickup is: \$ 2000

Payment Terms

- Full payment of the purchase price is **required prior to or at the time of pickup**.
- The puppy **will not be released** to the Buyer until payment has been received and confirmed in full.
- Accepted forms of payment include:
 - PayPal
 - Venmo

Any payment processing fees are the Buyer's responsibility unless otherwise agreed in writing.

3. Transfer of Ownership

Transfer of Ownership

Ownership of the puppy transfers from the Breeder to the Buyer **only after the Buyer has paid the purchase price in full and** the Breeder has confirmed receipt.

No ownership rights are conveyed, and the puppy shall remain the sole property of the Breeder until all financial obligations under this Agreement have been satisfied in full.

Date and Time of Transfer

The official transfer of ownership occurs on:

Date: _____

Time: _____

At the time the puppy physically leaves the care, custody, and control of the Breeder.

Assumption of Risk

Once the puppy has been transferred to the Buyer and leaves the Breeder's care, **all responsibility and risk** associated with the puppy, including but not limited to injury, illness, loss, or death, transfers to the Buyer.

The Breeder shall not be held liable for any events, conditions, or expenses arising after the puppy has left the Breeder's care.

4. Health Disclosure & Initial Veterinary Care

The Breeder affirms that the puppy listed in this Agreement has received appropriate age-based veterinary care prior to transfer.

Veterinary Care Provided

Prior to pickup, the puppy has received the following:

- **Age-appropriate vaccinations**, administered according to veterinary guidelines, including dates and vaccine types as outlined in the puppy's health record
- **Routine deworming**, administered on a schedule appropriate for the puppy's age

- A **general veterinary health examination** confirming the puppy is in good health at the time of transfer

Complete veterinary records documenting vaccinations, deworming, and exam dates will be provided to the Buyer at or before pickup.

Health Records Acknowledgment

The Buyer acknowledges receipt of all available health and veterinary records for the puppy at the time of transfer.

Buyer Initials: _____ Date: _____

Transition & Adjustment Disclosure

The Buyer understands and acknowledges that puppies are living animals and that minor, non-life-threatening health issues may occur during the transition period as the puppy adjusts to a new environment.

These may include, but are not limited to:

- Mild gastrointestinal upset (e.g., soft stool or diarrhea related to stress or diet change)
- Temporary appetite changes
- Mild upper respiratory symptoms related to environmental stress
- General fatigue or behavioral changes during the adjustment period

Such conditions are commonly associated with stress from travel, environmental changes, and routine puppy development and do not indicate poor health or improper care by the Breeder.

5. Documentation, Health Acknowledgment & Acceptance of Puppy

Documentation Provided

At the time of pickup, the Buyer acknowledges receipt of the following documentation from the Breeder:

- Vaccination and deworming records
- Veterinary documentation provided by the Breeder
- Genetic testing disclosures for the sire and dam, as applicable
- General puppy care information and guidance

Buyer Initials: _____ Date: _____

This acknowledgment confirms that all listed documentation has been received, reviewed, and understood by the Buyer.

Scope and Limitations of Health Guarantee

The Buyer understands and agrees that no additional health, genetic, structural, or performance guarantees are offered beyond the disclosures provided in this Agreement.

The Breeder makes no guarantees regarding:

- Future size, coat type, color, temperament, or behavior
- Freedom from illness after transfer
- Suitability for breeding, sport, work, or any specific purpose

Once the puppy leaves the Breeder's care, all veterinary care decisions, health outcomes, and related expenses become the sole responsibility of the Buyer.

Buyer Initials: _____ Date: _____

Acceptance of Puppy

By signing this Agreement, the Buyer affirms that:

- The puppy was examined at the time of pickup
- The puppy was accepted in good health and free of visible injury or illness
- All documentation provided by the Breeder was received and explained to the Buyer's satisfaction

Buyer Initials: _____ Date: _____

6. Return & Rehoming Policy

The Buyer agrees that if, at any point during the dog's lifetime, they are unable or unwilling to keep the dog, **the dog must be returned to the Breeder.**

Under no circumstances may the dog be:

- Surrendered to an animal shelter or rescue organization
- Rehomed, sold, gifted, or transferred to any third party
- Advertised for rehoming

without the **prior written consent of the Breeder.**

The Breeder retains the **right of first refusal** and must be notified immediately if the Buyer anticipates that the dog can no longer remain in their care. The Breeder will determine appropriate next steps, which may include the dog's return to the Breeder or placement in an approved home.

Refund Policy:

Unless otherwise agreed to in writing, no refunds are guaranteed once the puppy has been transferred to the Buyer. Any refund, partial refund, or rehoming assistance is solely at the discretion of the Breeder and dependent on the age, condition, and circumstances of the dog at the time of return.

The Buyer understands that this policy exists to ensure the dog's lifelong welfare and to prevent inappropriate placement.

Buyer Initials: _____ Date: _____

7. Limitation of Liability & Indemnification

Once the puppy has been transferred to the Buyer, **the Breeder shall not be liable** for any costs, injuries, damages, or losses arising from the dog.

The Buyer understands and agrees that the Breeder is **not responsible for:**

- Any veterinary expenses incurred after pickup, including routine, emergency, or specialty care
- Any illness, injury, or condition that develops after transfer
- Any damage to property or injury to persons or animals caused by the dog

- Any loss, theft, or death of the dog after transfer

Upon pickup, **all responsibility and risk** associated with the puppy transfers fully to the Buyer.

Indemnification:

The Buyer agrees to **indemnify, defend, and hold harmless** the Breeder from and against any and all claims, demands, damages, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising from or related to:

- Ownership, care, control, or handling of the dog
- Any actions or behaviors of the dog after transfer
- Any breach of this agreement by the Buyer

This limitation of liability applies regardless of whether claims arise from negligence, accident, or unforeseen circumstances after the puppy leaves the Breeder's care.

Buyer Initials: _____ Date: _____

8. Governing Law, Venue, & Dispute Resolution

This Agreement shall be **governed by and construed in accordance with the laws of the State of Indiana**, without regard to its conflict of law principles.

Venue:

Any legal action, claim, or proceeding arising out of or relating to this Agreement shall be brought **exclusively in a court of competent jurisdiction located in Marion County, Indiana**, and the Buyer hereby consents to personal jurisdiction and venue in that location.

Dispute Resolution (Good-Faith Effort):

In the event of a dispute, the Buyer and Breeder agree to first attempt to resolve the matter through **good-faith communication**.

If a resolution cannot be reached, the parties agree to participate in **non-binding mediation** prior to initiating litigation, unless an emergency or injunctive relief is required. Mediation shall take place in Marion County, Indiana, and costs shall be shared equally unless otherwise agreed.

Nothing in this section prevents the Breeder from seeking immediate legal relief if necessary to protect the welfare of the dog or enforce the return/rehoming provisions of this Agreement.

Buyer Initials: _____ Date: _____

9. Spay / Neuter & Breeding Rights

Pet-Only Placement (Default):

Unless otherwise **explicitly stated in writing and signed by both the Breeder and Buyer**, this puppy is sold as a **pet-only companion animal**. No breeding rights are conveyed under this Agreement.

Spay / Neuter Requirement:

For pet-only placements, the Buyer agrees that the puppy will be spayed or neutered according to the following guidelines:

- **No pediatric spay or neuter**
- Spay/neuter shall occur **after physical maturity**, defined as:

- **Females:** after the first heat cycle
- **Males:** no earlier than 12 months of age
- In all cases, spay/neuter must be completed **no later than two (2) years of age**, unless otherwise approved in writing by the Breeder for medical reasons.

The Breeder may request proof of spay/neuter from a licensed veterinarian.

Breeding Rights (Only by Written Agreement):

Any exception to pet-only status, including **breeding, showing, or co-ownership arrangements**, must be outlined in a **separate written agreement** signed by both parties. Verbal agreements are not valid.

Breach of Spay / Neuter or Breeding Terms:

If the Buyer breaches this section by breeding, attempting to breed, or transferring breeding rights without written authorization from the Breeder, the following remedies apply:

- Any health-related guarantees or breeder obligations are **immediately void**
- The Breeder reserves the right to require **return of the dog** at the Buyer’s expense
- The Breeder may pursue **contractual damages** or other legal remedies as permitted by law

Dispute Resolution for Breach:

Any dispute arising from this section, including unauthorized breeding or failure to comply with spay/neuter requirements, shall be subject to **binding arbitration** in Marion County, Indiana, unless the Breeder elects to pursue other legal remedies to enforce the return of the dog.

Buyer Initials: _____ Date: _____

11. Care Standards Clause

The Buyer agrees to provide the puppy/dog with responsible, humane, and appropriate care for the duration of the dog’s life.

At a minimum, the Buyer agrees to provide:

Proper Nutrition

- Quality, age-appropriate food sufficient to maintain good health and body condition
- Continuous access to clean, fresh water

Veterinary Care

- Routine veterinary care, including vaccinations, parasite prevention, and wellness examinations
- Prompt veterinary attention for illness, injury, or medical concerns

Exercise & Enrichment

- Regular physical exercise appropriate to the dog’s age, breed, and health
- Mental stimulation and enrichment consistent with the breed’s needs

Shelter & Living Conditions

- A safe, clean, and humane living environment
- Protection from extreme weather conditions

- The dog shall not be kept in unsafe, unsanitary, or isolating conditions

Socialization & Training

- Appropriate socialization with people, animals, and environments
- Training methods must be humane and ethical

Prohibited Practices

The Buyer agrees that the dog shall **not** be:

- Chained, tethered, or restrained for extended or permanent periods
- Subjected to neglect, abuse, or cruel treatment
- Sent to trainers or facilities that use abusive, aversive, or inhumane training methods
- Used for any illegal activities

Failure to meet these care standards constitutes a breach of this agreement and may result in the Breeder requiring the Buyer to return the dog, without refund, at the Buyer's expense.

Buyer Initials: _____ Date: _____

12. Training & Use Disclosure

Approved Uses

The puppy/dog is intended for lawful, humane purposes including, but not limited to:

- Companion animal
- Performance or sport activities (e.g., conformation, agility, barn hunt, scent work, FAST CAT, hunting, field activities)
- Other lawful activities appropriate to the breed and individual dog, as discussed with the Breeder

Prohibited Uses

The puppy/dog shall **not** be:

- Used for dog fighting or any activity involving intentional harm to animals or people
- Used for illegal hunting or unlawful activities
- Sold, transferred, or resold to a third party, broker, dealer, or commercial entity without the Breeder's prior written consent

Training Philosophy & Welfare Acknowledgment

The Breeder recognizes that dogs may be trained using a variety of ethical training approaches.

The Buyer agrees that:

- All training methods must prioritize the dog's physical and emotional welfare
- Training methods that cause ongoing fear, pain, distress, or behavioral shutdown, or that escalate into abuse or neglect, are strictly prohibited
- If a training method or facility results in injury, trauma, or compromised welfare, the Breeder reserves the right to require the removal of the dog from that environment

Breed Traits Acknowledgment

The Buyer acknowledges and understands that English Setters are a sporting breed with inherent characteristics, including but not limited to:

- High energy levels and exercise requirements

- Prey drive and hunting instincts
- The need for consistent training, mental stimulation, and structure
- Ongoing grooming and coat maintenance

The Buyer affirms that they have considered these traits carefully and are prepared to meet the physical, mental, and lifestyle needs of the breed.

Buyer Initials: _____ Date: _____

13. Registration & Naming

Registration Eligibility

The puppy is eligible for registration with the American Kennel Club (AKC), provided all terms of this agreement are met.

Naming Rights

- The Breeder retains the right to require inclusion of the Breeder's kennel name in the puppy's **registered name**.
- Registered names will follow a litter-based theme established by the Breeder.
- The Buyer may select the puppy's **call name** at their discretion.
- Final registered names must be approved by the Breeder prior to submission.

AKC Registration Process

- The Breeder will complete and submit the AKC registration paperwork in coordination with the Buyer.
- The Buyer agrees to provide any required information in a timely manner to facilitate registration.

Conditions for Release of Registration Paperwork

AKC registration paperwork (or transfer of registration) will be released only after all of the following conditions are met:

- Full purchase price has been paid
- All contractual obligations have been satisfied
- If applicable, proof of spay/neuter has been provided within the agreed timeline, or breeding rights have been explicitly granted in writing

Timeline for Registration Completion

- Registration paperwork will typically be completed within a reasonable timeframe following fulfillment of the above conditions.
- Delays caused by incomplete Buyer documentation, unpaid balances, or unmet contractual terms are the Buyer's responsibility.

Buyer Initials: _____ Date: _____

14. No Guarantees on Temperament or Performance

The Buyer acknowledges and agrees that no guarantees are made regarding the puppy's future temperament, personality, working ability, performance aptitude, or suitability for any specific purpose, including but not limited to showing, hunting, sport, or breeding.

The Buyer understands that:

- Temperament and behavior are influenced by genetics, environment, training, socialization, handling, and life experiences.
- Each puppy is an individual and may develop differently, even within the same litter.
- The Breeder cannot predict or guarantee adult behavior, drive, energy level, or performance outcomes.

Buyer Initials: _____ Date: _____

15. Social Media & Public Representation

The Buyer agrees to represent the Breeder and the dog truthfully and fairly in any public forum, including but not limited to social media, online reviews, websites, and discussion groups.

In the event of a concern, dispute, or dissatisfaction, the Buyer agrees to contact the Breeder directly and make a good-faith effort to resolve the matter privately before posting or sharing public commentary.

The Buyer further agrees not to knowingly make false, misleading, or defamatory statements regarding the Breeder or the dog.

Use of Photos and Media

The Buyer grants the Breeder permission to use photographs, videos, and updates of the dog for promotional, educational, or record-keeping purposes related to the Breeder's program, unless the Buyer provides written notice opting out.

Buyer Initials: _____ Date: _____

16. Right of First Refusal

If at any time during the dog's life the Buyer is unable or unwilling to keep the dog, the Buyer agrees to notify the Breeder immediately.

The Breeder retains the **right of first refusal**, meaning:

- The dog must be returned to the Breeder or transferred only with the Breeder's prior written consent.
- The dog may not be sold, transferred, rehomed, surrendered, or placed with any third party, rescue, shelter, or organization without the Breeder's approval.

No transfer of ownership may occur without the Breeder's express written consent.

Buyer Initials: _____ Date: _____

17. Force Majeure

The Breeder shall not be held liable for delays, cancellations, or inability to perform obligations under this agreement due to circumstances beyond the Breeder's reasonable control, including but not limited to:

- Illness or injury to the dam, sire, puppy, or Breeder
- Natural disasters
- Acts of God
- Travel restrictions

- Veterinary emergencies
- Other unforeseen events affecting the health, safety, or timing of the litter or puppy pickup

In such cases, the Breeder will communicate promptly with the Buyer and work in good faith to determine appropriate next steps.

18. Entire Agreement & Severability

This agreement constitutes the **entire understanding** between the Breeder and Buyer and supersedes all prior discussions, representations, or agreements, whether written or verbal.

No amendments or modifications shall be valid unless made in writing and signed by both parties.

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.