

MAVERICK DANES PUPPY/DOG PURCHASE AGREEMENT AND GUARANTEE (LIMITED REGISTRATION)

This agreement (“Agreement”) dated as of [REDACTED] (“the Effective Date”) is between:

Greg Outland/Natasha Smith (“Breeder”) and [REDACTED] (“Buyer”).

Breeder: Greg Outland
285 Cicero Beatty Rd, Raeford, NC 28376.
910-574-0433
maverickdanes@gmail.com

Buyer(s): [REDACTED]

The subject of this Agreement is the below described puppy/dog (“puppy/dog”).

Breed: Great Dane
Date of Birth: [REDACTED]
Puppy’s collar: [REDACTED]
Sex: [REDACTED]
Color: [REDACTED]
Markings: [REDACTED]
Sire: [REDACTED]
Dam: [REDACTED]

The Breeder and Buyer agree as follows:

1. **Reservation Fee.** A non-refundable Reservation Fee of **\$ 500.00** (“Reservation Fee”) shall be due and paid to Breeder upon execution of this Agreement. The Reservation Fee shall be applied to the final Purchase Price (defined below). The Reservation Fee will reserve the puppy/dog for Buyer until the final date of pickup, **August 6, 2021**. The full terms of Reservation Fee are defined in the “**Non-Refundable Reservation Fee Agreement.**”
2. **Purchase Price.** The full purchase price of **\$2500.00** (“Purchase Price”) is agreed. (This includes a 10% discount as a returning Maverick Danes Puppy Owner). Any shipping or transportation expenses are the responsibility of and shall be paid by the Buyer. Purchase Price shall be due in full and paid via
 - a. **Personal Check** received by Buyer at least 5 Business Days prior to the Buyer’s pick-up date of puppy/dog -or-
 - b. **Cashier’s Check or Teller Check:** upon Buyer’s pick-up of puppy/dog.
3. **Limited Registration.** The puppy/dog is a purebred Great Dane registerable with American Kennel Club (“AKC”) and is being sold with limited AKC registration. Breeder agrees to provide Buyer with all AKC registration papers. As such, the puppy/dog is not eligible for exhibiting in Conformation. The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for AKC registration.
4. **Registration by Breeder.** Breeder shall register the puppy/dog with AKC. Buyer agrees (a) the puppy/dog’s registered name will be prefixed with Breeder’s kennel name “Maverick Danes” (b) to provide the Breeder with the preferred AKC registered name within 1 week of the transfer of ownership from Breeder to Buyer. (c) Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent. (d) Buyer will not register the puppy with any other kennel club including CKC, ACA, or any other canine registry.

I have read this page in its entirety and agree to the terms contained within.

Buyers Initials [REDACTED]

5. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and (b) pay Breeder **\$5000.00** per litter of offspring in damages and (c) all of Breeder's warranties set forth in this Agreement will become null and void.
6. **Buyer's Obligations.** Buyer agrees to the following:
- a. **Proper Care.** Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer agrees that the puppy will live as an inside puppy/dog companion only and never be left unattended on a tie-out or underground fencing system.
 - b. **NO Grain Free Diets:** Buyer agrees **not** to feed the puppy/dog a Grain-Free Kibble. These diets have been linked to Diet-Related Cardiomyopathy and Bone Development Diseases. Buyer acknowledges that feeding a grain-free diet shall result in Breeder's warranties set forth in this Agreement being null and void.
 - c. **Veterinary Care.** Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian. All veterinary care fees or expenses after the puppy/dog has been transferred to the Buyer, are the sole financial responsibility of the Buyer. No reimbursements or refunds will be granted.
 - d. **Training and Socialization.** Buyer agrees to train and socialize the puppy/dog. Temperament is a result of environment and exposure. It is the Buyer's sole responsibility to prevent the puppy/dog from being harmed or harming other animals and humans. Buyer agrees to practice good training routines daily.
 - e. **Registration of Microchip:** Buyer agrees to register the puppy/dog's microchip within 30 days of taking possession of the puppy/dog. Buyer agrees and acknowledges that there is a \$20 lifetime enrollment fee for registering the puppy/dog with © AKC Reunite.
 - f. **Care to Prevent Orthopedic Conditions.** Buyer will also provide the following care:
 - i. **Proper nutrition** to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight. Provide a diet formulated to meet the nutritional levels established by the Association of American Feed Control Officials ("AAFCO) Dog Food Nutrient Profiles for all life stages including growth of large size dogs that will be 70 lbs. or more as an adult.
 - ii. **Proper daily exercise** to maintain the puppy/dog in good condition. Large Breed Puppies shall have exercise limited until full maturity to prevent diseases of the skeletal system. Puppy shall not be permitted to jog or run on-leash until the puppy/dog is over 12 months of age.
 - g. **Delayed Spay or Neuter:** Buyer agrees to **not** spay or neuter before the age of 12 months. Research has shown that this increases risk of hip dysplasia, orthopedic growth diseases, ACL and CCL tears, and urinary complications.
 - h. **Restrictions on Transfer.** If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election and housing capacity, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder. Transportation arrangements and or expenses to return the puppy/dog to Breeder are the sole responsibility of the Buyer or (b) rehomed by Buyer with Breeder's prior written approval and screening of new owner, in each case without any refunds or payments due to Buyer. Buyer agrees to care for the puppy until a suitable home can be found. Under no circumstance, should the puppy/dog be relinquished to an animal control or rescue organization without Buyer's written consent.
 - h. **Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

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Buyers Initials

7. **Breeder's Obligations.** Breeder represents and warrants the following:
- a. **Ownership.** Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's full payment of the "Purchase Price."
 - b. **State of Health; Short-Term Health Warranty.** The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has been permanently microchipped and had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be "unhealthy or unfit for sale," the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", list the reasoning and defects, and release of veterinary records and notes to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse, or neglect, (y) any health issues that result from the puppy/dog's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites, UTIs, vaginitis or umbilical hernias. Transportation of puppy back to Breeder for full refund of purchase price is the sole physical and financial responsibility of the Buyer. Puppy must be returned to Breeder within 48 hours of receiving "unhealthy or unfit for sale" diagnosis to qualify for refund.
 - c. **NO Long-Term Health Warranty:** Buyer acknowledges and agrees that Breeder can only screen parents for certain inheritable diseases known to Great Danes through the Orthopedic Center for Animals ("OFA"), expressly hip dysplasia and Dilated Cardiomyopathy. Puppies are living beings and mother nature cannot always be predicted.
 1. **Breeders have informed Buyer, in advance, that we will be retiring in 2023-2024. Therefore, we will no longer provide a 24-month long-term health guarantee offering to replace a puppy diagnosed with any congenital, genetic, or hereditary diseases after the short-term warranty period.**
 2. **Breeder highly encourages that Buyer Consider Pet Insurance for unexpected illnesses. Breeder will provide puppy with a free 30 day, no waiting period, health insurance plan through Trupanion Pet Insurance (not valid in Florida or New York).**
 - d. **Veterinary Expenses.** All veterinary fees or other expenses incurred after the Buyer took possession of the puppy are the sole responsibility of the Buyer. There will be no refunds or reimbursements of any money for veterinary bills or expenses incurred by the Buyer.
 - e. **Non-Transferrable Warranty.** All warranties expressed are non-transferrable and limited to the original Buyer.
 - f. **Cardiac Arrhythmia.** Cardiac Arrhythmia are on the rise in Great Danes Nationally. They are of unknown origin and currently being researched. They are usually outgrown by 2 years of age, however, can be fatal if not treated. Buyers agree to have puppies routinely screened by veterinarian for tachycardia or premature ventricular bears and medicate, if necessary.
 - g. **Temperament.** Buyer does not warranty the temperament of the puppy/dog. Temperament is a product of environment, socialization, training, and stress factors.
 - h. **No Other Warranties.** No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.
8. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year. (b) Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.

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Buyers Initials

9. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog [and its duly signed [Registry] transfer papers/registration] and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
10. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.
11. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with the laws of the State of North Carolina without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

(Signature)

(Signature)

Name: GREG OUTLAND
Address: 285 Cicero Beatty Road
 Raeford, NC 28376
Email: maverickdanes@gmail.com
Phone: 910-574-0433

Name: [REDACTED]
Address: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

Please do not sign below this line until you arrive to pick up the puppy.

I _____ (Buyer) picked up my puppy from the Breeder on _____.
 Buyer Signature date

I have read this page in its entirety and agree to the terms contained within. Buyers Initials [REDACTED]
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