

MALTESE ROYALTIES 2 LOVE



Purchase Contract for Non-Breeder Pet Companion:

AKC Registered Korean and American Maltese

Date of Birth: _____

Sire: _____ Dam: _____

Sex: _____

Purchaser Name: _____

Co-Purchaser Name: _____

Address: _____

Email: _____

Cell: _____ Home: _____

Alternate Cell: _____

This is a Legal and Binding contract entered into by:

Maltese Royalties 2 Love, hereinafter referred to as MR2L or Breeder/Seller and (Purchaser) hereinafter referred to as the buyer.

On this _____ Day of _____, 20_____ the dog described above, hereinafter referred to as a puppy, has been sold to the Buyer, per the terms of this LIMITED, NONBREEDER contract and registration.

51 William Drive Cartersville, GA 30120 (706)-409-8414

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RESERVING PUPPY: In order to reserve your puppy a non-refundable deposit of \$500.00 is due from the Buyer to the Seller upon signing this contract; the deposit is non-refundable unless otherwise stipulated. The deposit is used toward the purchase of a puppy and places the Buyer on a reservation list in the order the Breeder received the deposit. Although a deposit may be placed to reserve a puppy from a certain pairing, if no puppy can be provided due to; not meeting Buyer preferences, miscarriage, missed pregnancy, or fewer puppies than expected, the deposit will be applied toward the next litter or litters ensuring that the Buyer will be provided a puppy they desire.

PUPPY SELECTION: Deposits count towards available puppies only, meaning Breeder may opt to keep progeny back to further the genetics lines of my program first then all remaining puppies are considered available. It is the Breeder's sole desire to help find the Buyer the perfect puppy for it's forever home. Puppies will be officially chosen in the order of when the buyers deposit was received. The Breeder wants to make clear that only God knows the quantity of male verses female in each litter. If the Buyer must have a male or female specifically, the breeder is willing to contract on such basis but can only provide the Buyer with a puppy when nature allows and in the order of deposits. If by chance the breeder cannot fulfill the request made by the buyer of a specific sex the deposit will transfer to the next litters until buyer's request are fulfilled.

Note: Please sign one below not both. If you decide to contract hoping to get a puppy within a specific timeframe and require a specific sex, this decision could reduce the chances of the breeder providing you a puppy in the timeframe desired. However, we want you to get what you desire.

I, _____ the buyer is in agreement to be neutral in the decision process concerning male or female selected by Maltese Royalties 2 Love.

I, _____ the buyer require that my puppy be of the required sex of _____ as a part of my purchase. I understand that I may not get a puppy within the most immediate litters available and that my deposit will carry over to the next litters.

INITIAL HEALTH EXAM: Breeder guarantees Buyer's puppy to be in good health on date of sale and transfer. Buyer has 5 working days from the time the puppy leaves the custody of MR2L to have the puppy examined by a veterinarian of the Buyer's choice at the Buyer's expense to verify the general health of the puppy. Buyer may return the puppy to MR2L if the puppy is found to have a life-threatening illness. Veterinarian proof will be required to establish such illness. MR2L has the right to obtain a second opinion at Seller's expense. The Seller, in consultation with Seller's Veterinarian, has the sole right to determine whether the Seller will accept the Seller's Veterinarian diagnosis and therefore the return of the Buyer's puppy. If the Buyer's puppy is to be returned to MR2L will put the Buyer at the top of the list for another puppy from a litter of Buyer's choice. Seller only offers an exchange for puppies approved for return. "NO REFUNDS ARE GIVEN"

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MR2L provides the following additional services for your family and puppy need.

- MR2L Puppy starter kit
- Nanny services provided at Buyer's expense to be determined

MR2L will provide the following within every standard purchase:

1. Puppy will have first round of vaccinations and deworming.
2. Puppy produced by registered parents of high-quality Korean or American bloodlines.
3. Coaching and ongoing support.
4. Open house visitations upon request.
5. Warranty

PUPPY PICK UP: The Buyer agrees to pick up the puppy at the agreed upon time frame to be determined. Seller retains the exclusive right to postpone pick up of the puppy by no more than twenty-five (25) days if the puppy is not mature enough for pick up in the Seller's opinion. If the puppy is not picked up by the Buyer on the agreed upon date listed in the open house schedule, or on the alternative date designated by the breeder, as noted above, the Buyer agrees to pay twenty dollars (\$20) per day boarding fee to the Seller for each day beyond the pickup date as defined above.

Spaying or Neutering: As responsible breeders, MR2L requires all puppies to be spayed/neutered before 8 months of age. This contract is a LIMITED, NONBREEDER contract. The puppy will be provided to the Buyer not spayed/neutered. Proof of documentation of Spay or Neutering performed will be required to be submitted via email directly from the provider of service or on their letterhead, from your veterinarian.

Breeding Rights: Breeding of dogs purchased from MR2L without separately and distinctly purchasing breeding rights for that dog is NOT permissible under the terms of this agreement. The bloodlines of MR2L are of great importance to the Breeder's breeding program with regard to health, temperament, and conformation. Breeder requires specific genetic and health testing of their breeding dogs in order to maintain complete breeding control over Breeder's lines. By purchasing a pet/companion form MR2L, Buyer hereby agrees NOT to breed Buyer's puppy during puppy's entire lifetime, the buyer must spay or neuter puppy on or before the date the puppy reaches 8 months of age. If Buyer breeds this puppy at any time during the puppy's entire lifetime, or does not adhere to the time-frame of getting said puppy spayed or neutered whether intentionally or unintentionally, Buyer will be considered in breach of this contract and will be required to pay Breeder Twenty Thousand (\$20,000) dollars as well as any damages to MR2L and/or Kimberly Lashley. MR2L will pursue any and all legal action available under Georgia law in the event the Buyer is found to be in violation of the contract or Breeding Rights terms of this contract. Any and all arising disputes will be handled in Bartow County, Georgia. **Initials** _____

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A Forever Home: MR2L strives to place all puppies in forever homes with the Buyer or appropriate caregiver. In the event that the Buyer becomes unable or unwilling to properly care for the Puppy at any point in the Puppy's life, you may contact the Breeder to voluntarily surrender the dog to the Breeder. Breeder maintains the right to exercise any or all of the following options should the Buyer wish to surrender ownership of the Puppy at any point in the Puppy's lifetime for any reason: 1. Breeder can take the Puppy back, 2. Breeder may assist in re-homing the dog, 3. Breeder may screen potential new owner, No refunds or reimbursements will be made, and all warranties are null and void upon notification of the Breeder by the Buyer that Buyer wishes to voluntarily relinquish ownership of the dog. Upon signing this contract, Buyer agrees to never surrender this dog to a shelter and that Breeder will be notified of any intentions to surrender the dog. If Buyer chooses to place Puppy in an alternative loving home, please note that MR2L's Warranty is nontransferable.

No Financial Responsibility: Except for the above-described limited warranty and terms, the Breeder assumes no financial responsibility once the Puppy has left the Breeder's custody. Buyer hereby agrees that failure to honor all conditions of this contract can result in the Breeder reclaiming the dog without compensation to the Buyer and voiding the warranty.

Health and Maintenance: Buyer understands that Puppy is an INDOOR dog and at no point in the Puppy's life should it live outdoors or be left outside in the elements for any extended period of time. Furthermore, Buyer agrees to provide the Puppy during its entire lifetime: A safe and appropriate indoor living space. Adequate shade, water and housing during periods outside. Veterinary care as needed for the life of the Puppy, as well as maintain appropriate veterinary protocols for immunizations, heart-worm preventative and any other medical treatment recommended maintaining the highest quality of life possible. Documents will be required in event of any claim. Proper training in order to encourage positive behavior is necessary which includes initial crate-training. Obedience training is highly recommended. Adequate opportunities for puppy should be made in order to exercise to maintain a healthy lifestyle. Buyer also agrees to feed their puppy for the life of the dog a quality food agreed upon in writing. If you choose to provide your puppy with a food of equal value or greater it must be agreed upon by Breeder in writing.

It is your choice what to feed your dog but in regard to our warranty we demand a certain level quality of food or higher.

Seller recommends Fromm puppy food and at appropriate time convert to Fromm adult food.

Signature: Buyer: _____ Seller: _____

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Standard Warranty:

MR2L agrees to offer buyer a warranty until the puppy reaches 1 year of age if all the terms of this contract are fulfilled from the following sections within this contract: Initial Health Exam Spay and Neutering, breeding Rights, A Forever Home, Health and Maintenance, And Standard Warranty. The Warranty provided by MR2L consists of the following:

The Breeder further warrants that the Puppy is in good health at the time of sale. However, within the first 1 year, should the Puppy develop any such hereditary/genetic condition that proves to be life threatening the Buyer should notify the Breeder immediately.

If Puppy proves to have such conditions MR2L's sole protocol and liability to buyer is to warrant that puppy by giving a replacement puppy within 12 months of our decision. MR2L does not necessarily require return of ill puppy but has the right to request. MR2L is not responsible for any liability of any kind for your puppy in the event of a warranty except what is explicitly written in this contract. In order for the buyer to receive warranty the following conditions must be met:

1. Breeder has the right to have such condition with Buyer's Puppy confirmed by a veterinarian of Breeder's choice at Breeder's expense, It will be within the full right of the Breeder to decide if the claim made by the puppies Buyer/veterinarian concerning the puppies conditions warrants for MR2L to replace the puppy in respect to MR2L's reputation. If the Breeder confirms and decides to warranty the life-threatening hereditary condition that exists with the buyer's puppy resulting in and inevitable short-term death or prolonged ongoing veterinarian care resulting in short term death, the Buyers sole recourse and understood warranty is for the Breeder to replace the Puppy with a puppy from the Breeder's next available litters within 12 months.

This contract does not cover Patella or any minor conditions such as hernias, open fonts, or hypoglycemia.

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By Signing this contract, the Buyer has read, understands and agrees to all conditions and terms set forth in this contract. The Buyer further understands and agrees that any breach of contract by the Buyer may result in the voiding of the puppy's warranty, surrender of the puppy purchase, and legal action as a result of this contract between MR2L and Buyer. Any legal expenses or other fees incurred by MR2L and/or Kimberly Lashley to enforce this contract shall be the responsibility of the Buyer if found to be in default. All terms, health warranties and guaranties shall be considered null, and void should the Buyer be in breach of any portion of this contract. No refunds will be issues by the Breeder if the Buyer voluntarily relinquishes ownership for any reason or if any breach of contract by the Buyer results in the repossession of the above-mentioned Maltese. The Buyer agrees to all terms as set forth by the Breeder in this agreement, and no other warranties or conditions are expressed or implied.

This agreement must be signed PRIOR to Puppy leaving the MR2L custody or the health warranty is null, and void and the Breeder is released from all contractual obligations.

Any and all arising disputes will be handled in Bartow County, Georgia. **Initials** _____

Kimberly Lashley

Sign _____ Date: _____

Maltese Royalties 2 Love

Buyer's Name: Print _____

Buyer's Signature: _____ Date: _____

Co-Buyer Name: Print _____

Co-Buyer Signature: _____ Date: _____

Final payment received: _____ Balance: _____

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