

Purchase Agreement - customer name

The Agreement, by and between **GRANDEUR VALLEY PUPPIES, LLC**, an Ohio limited liability company, of 7767 Fountain Nook Road, Apple Creek, Ohio 44606, hereinafter referred to as Breeder, and Nicholas Mohrbach, of

Your address here, city, OH xxxxx hereinafter referred to as Customer.

1. Customer agrees to purchase and Breeder agrees to sell, the following puppy/puppies:

Puppy Name: **Puppy Name**

Puppy Description:

Sex: Female

Price: \$XXXX.XX

Birthdate: December 25, 2021

Available Date: December 25, 2021

Registration: AKC

Deposits are non refundable.

Delivery Method: Local pickup

Microchip Number:

2. Breeder represents and warrants that, at the time of delivery, the puppy referenced above: (i) is in good health, besides any defects disclosed to Customer in this Agreement, (ii) has been examined by a licensed veterinarian, and (iii) is up to date on all shots and worming.
3. Breeder guarantees the puppy to be free from life-threatening defects, hereinafter the Health Guarantee, for a period of six (6) months from the time of delivery, hereinafter referred to as the Health Guarantee Term. Breeder further guarantees the puppy to be free from genetic defects, hereinafter the Genetic Guarantee, for a period of one (1) year from the time of delivery, hereinafter referred to as the Genetic Guarantee Term.
4. Customer is aware and acknowledges that the puppy has the following defect(s):

Breeder shall not be responsible for any fees, costs or expenses, including but not limited to veterinarian or surgical fees, that may arise as a result of the above-disclosed defect and disclosed defect is specifically excepted from this Agreement.

5. Customer, at their own expense, is encouraged to have the puppy examined by a licensed veterinarian of their choosing within ten (10) days from the date of delivery.
6. If, within the Health Guarantee Term, a licensed veterinarian finds the puppy to have a life-threatening condition, upon proper notice and proof in accordance with Paragraph 8, Customer may return the puppy to Breeder and Breeder shall refund to Customer the full purchase price of the puppy. Said refund shall not include any costs of shipping and/or delivery.



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8. To make a claim under the health guarantee under Paragraph 3 and to obtain the refund pursuant to Paragraph 6 or 7, Customer shall notify Breeder in writing of the life-threatening condition or genetic defect and provide documentation of a licensed veterinarian's diagnosis of such life-threatening condition within the Health Guarantee Term or the genetic defect within the Genetic Guarantee Term. Failure to provide such notice and documentation shall operate as a waiver of Customer's rights hereunder and Breeder is not required to provide a refund pursuant to Paragraph 6 or 7.
9. Breeder will provide an additional 6 month Health/12 month Genetic Health Guarantees extension of the Health Guarantee Term if Customer exclusively feeds the puppy food manufactured by Life's Abundance and purchased through the following link: lifesabundance.com/grandeurvalleypuppies. Said extension of the Health Guarantee Term shall immediately terminate if Customer fails to exclusively feed the puppy Life's Abundance and/or fails to purchase Life's Abundance through the above-referenced link.
10. If Customer does not have the puppy examined by a licensed veterinarian within the Health Guarantee Term or Genetic Guarantee Term, Customer acknowledges and agrees that the puppy is sold AS IS with no warranty or guarantee of health.
11. Due to the Breeder not being able to control the environment where the puppy is being taken to, this Agreement does not cover temperament of the puppy, fleas, worms, ear mites, colds, Hypoglycemia, Coccidiosis, Giardiasis, Parvo or Osteochondritis dissecans (OCD). Further, neglect or injury from Customer shall not be covered under this Agreement.
12. Breeder shall not be responsible for any illness or injury contracted or sustained after the puppy leaves the care of Breeder, aside from shipping options offered by Breeder.
13. Breeder does not guarantee the puppy's adult size, color, hair texture, conformation, dropping of testicles, results of any DNA testing or suitability to breed.
14. The parties agree, under all circumstances, Breeder's liability, expenses and damages resulting from a life-threatening condition, genetic defect and from the sale of the puppy, shall be limited to the purchase price of the puppy. Customer is prohibited from seeking costs, expenses, damages, including but not limited to veterinarian costs and surgical costs, in excess of the purchase price of the puppy.
15. This Agreement shall only apply to the original buyer, identified as Customer herein, and shall not apply to any subsequent purchaser of the puppy. Any rights or obligations of Customer under this Agreement may not be assigned or transferred.
16. This Agreement shall be construed in accordance with the laws of the State of Ohio and venue shall lie with the Court of Common Pleas of Holmes County, Ohio.
17. If any provision of this agreement or any order is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.
18. This Agreement may be executed in counterparts, each copy of which will be regarded as an original. This Agreement contains all of the terms, conditions, and representations between the parties hereto concerning the health of the puppy/puppies, not to be amended or supplemented except as may be done in writing and signed by the parties hereto.



Signed By Kent Miller
Signed On: December 27, 2021

