

**EAGLE'S WING PUPPY RESERVATION,
PURCHASE AGREEMENT AND GUARANTEE**

This Puppy Reservation, Purchase Contract and Guarantee ("Agreement") is made and entered into by and between Chris and Jane Mead of Eagle's Wing Kennels ("Seller") and _____ ("Buyer").

Buyer's Address: _____
Phone: _____ Email: _____

Buyer is purchasing a [] male [] female American Bulldog, Microchip # _____, Registration No. _____, and born _____ ("the Puppy") from the following breeding:

Sire: _____
Dam: _____

Puppy Reservation and Agreement to Purchase Price: Seller acknowledges receipt of a nonrefundable deposit \$ _____ ("Deposit") to be applied toward the purchase price of Puppy. Buyer has agreed to purchase a ___ pick position [] male [] female Puppy. The purchase price of the Puppy is \$ _____ ("Purchase Price"). If Buyer elects to not purchase the Puppy, or if Seller cannot produce a Puppy in the above-identified litter for Buyer, the Deposit will be applied to the next available litter of Seller's choice, and of comparable value and pick position as provided in this Agreement. Seller reserves the right, in its sole discretion, to cancel this Agreement and immediately refund all monies paid to Buyer for any reason.

The Purchase Price reflects only the price of the Puppy. It does not include any costs associated with shipping the Puppy to Buyer, i.e., crate, health certificate, airfare, etc.

Except as otherwise specifically stated herein, all guarantees are subject to Seller's sole discretion and Buyer's demonstration that the Puppy has been maintained in a humane environment, and Buyer has provided proper socialization, training and care for the Puppy, including, without limitation, proper housing (not left outside on a chain or yard/kennel), and that the Puppy has been vaccinated for communicable diseases, or treated for other illnesses or injuries as recommended by a qualified veterinarian.

INITIAL HEALTH GUARANTEE

The Puppy is guaranteed for 48 hours to be free from serious infectious diseases, such as Parvo or Distemper. If the Puppy is diagnosed with a *life-threatening* infectious disease within 48 hours from delivery to Buyer, and the disease can be traced to our kennel, we will reimburse Buyer for all veterinary expenses incurred in treating the Puppy in an amount not to exceed the Purchase Price. If the pup is treated immediately and completely after discovering the malady, yet dies anyway, Xtreme Staffybulls will reimburse Buyer for the veterinary expenses incurred in treating the Puppy in an amount not to exceed the Purchase Price of the Puppy and will replace the Puppy with a puppy of comparable value from the next available litter. This health guarantee is contingent upon an examination of the Puppy by a licensed veterinarian within 48 hours of delivery

of Puppy to Buyer. Vaccination and worming records will be provided by Seller upon delivery of the Puppy to Buyer.

GENETIC AND CONGENITAL GUARANTEE

Puppies which are sold as companion animals only, as identified below, are subject only to the above-described Initial Health Guarantee. Puppies purchased as show, working or breeding prospects also are subject to a two year genetic and congenital guarantee as set forth below. The two year guarantee ends on the Puppy's second birthday.

Genetic defects specifically included in this Guarantee include: hip dysplasia (defined as a failure of OFA or PennHip D.I. of greater than 0.60, certification required, x-ray), elbow dysplasia, endotropia or ectotropia, NCL, Ichthyosis and deafness. This guarantee also warrants that the Puppy is free of any congenital heart problems. Seller may, in its sole discretion, extend this guarantee to other conditions based on Seller's review and assessment of the alleged defect. In such event, Seller reserves the right, in its sole discretion, to refund the Purchase Price, or to replace the Puppy with a puppy of comparable value from the next available litter. In the event of any refund or replacement of the Puppy under this Genetic and Congenital Guarantee, Seller will require the Puppy be returned to Seller, or, alternatively, that Buyer provide proof that the defective Puppy has been destroyed or spayed/neutered at Buyer's expense. This Genetic and Congenital Guarantee is void if the Puppy has been bred.

TEMPERAMENT GUARANTEE

Seller guarantees the Puppy's temperament to be sound and consistent with the breed standard for the American Bulldog. If Buyer believes the Puppy's temperament is unsound, Seller reserves the right to evaluate the Puppy's temperament, with consideration given to the Puppy's environment and Buyer's efforts to properly socialize and train the Puppy. If Seller concurs with Buyer's assessment of an improper temperament, Seller will replace the Puppy with a comparable puppy from the next available breeding. Buyer agrees that if Seller replaces the Puppy, Buyer will return the Puppy to Seller at Buyer's expense, including all registration/ownership documentation transferring the Puppy back to Seller intact (not spayed/neutered). Once the Puppy has been returned to Seller, Seller has exclusive right to retain, destroy, or to adopt/re-sell the Puppy to another person. Seller reserves the right to refuse to replace the Puppy if, in Seller's sole discretion, it is determined that placing another puppy with Buyer is not appropriate, even if the Puppy is returned to Seller.

RETURNS

Except as otherwise expressly stated herein, Eagles Wing Kennels will not refund the Deposit or Purchase Price. Eagles Wing Kennels will accept the return of the Puppy from Buyer for any reason and at any time. Buyer agrees that if he/she is unable to care for or keep the Puppy that he/she will not ever surrender the Puppy to a dog pound or shelter and will return the Puppy to Seller. Buyer also agrees that Buyer will first offer to rehome the Puppy with Seller before rehoming the Puppy. As set forth above, the expense of returning the Puppy to Seller will be paid by Buyer, and Buyer will return the Puppy with all registration/ownership documentation transferring ownership back to

Seller. If Puppy is returned to Seller, Buyer acknowledges that such return is a rescue situation and Seller will owe nothing to Buyer and Seller will have full ownership and control of the returned Puppy.

BREEDING RIGHTS

With the exception of puppies purchased for companion animals only, Buyer will have unrestricted breeding rights to the Puppy. In addition, with respect to male puppies purchased from Eagles Wing Kennels, Buyer agrees to provide Eagles Wing Kennels with two stud services from the Puppy, without charge, to females of Eagles Wing Kennels' choice. Eagles Wing Kennels will be responsible for payment of all breeding related costs including, if applicable, costs of collecting and shipping of semen and/or artificial insemination. For purposes of this section, Buyer agrees to make the Puppy available to Seller for live cover breeding at Buyer's location, or to cooperate and coordinate with the collection and shipment of fresh chilled semen, as necessary, to accomplish these breedings.

I have read and fully understand the above Puppy Reservation, Purchase Agreement and Guarantee, and agree to the above terms and responsibilities.

Buyer's Signature

Date

Signature of Spouse/Partner of Buyer

Date

Acknowledgment of Purpose:

Buyer hereby acknowledges that the Puppy purchased hereunder is for companion animal (pet) purposes only, and is subject only to the Initial Health Guarantee set forth herein.

_____ Buyer's Initials

Buyer hereby acknowledges the Puppy is merely a prospect for show, working, or breeding purposes, and there is no guarantee of fitness for the contemplated purpose(s), or any other, except as specifically identified herein.

_____ Buyer's Initials

Buyer acknowledges that the Puppy has been professionally genetically tested and ___is/___is not a carrier of ___NCL and ___is/___is not a carrier ___ Icthyosis. Buyer understands the carrier Puppy is not affected by either malady, but has the potential to pass genetic material to its offspring without proper pre-breeding testing and selection. In order to avoid producing any affected individuals, Buyer agrees to test the Puppy's potential mates prior to breeding, and to also test any offspring in accordance with good breeding practices.

_____ Buyer's Initials