

DARK POINT KENNEL

PUPPY/DOG PURCHASE AGREEMENT

PARTIES

Buyer

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Seller

Dark Point Kennel

PO Box 17

Burnham, Maine 04922

Phone: 207-446-9944

Email: darkpointkennel@gmail.com

DOG INFORMATION

Dog Name: _____

Breed: _____

Sex: _____

Color: _____

Date of Birth: _____

Microchip #: _____

Sire: _____

Dam: _____

Purchase Price: \$_____

REGISTRATION STATUS

Pet Home – Limited Registration

Full Registration – Breeding Rights

Co-Ownership Agreement

Buyer Initials: _____ Seller Initials: _____

1. Deposit & Payment

A deposit reserves the puppy and is non-refundable unless the puppy becomes unavailable due to illness, death, or circumstances beyond the Seller's control. The remaining balance is due prior to or at the time of pickup or delivery. Failure to maintain communication for more than five (5) days or failure to complete payment within seven (7) days of the agreed pickup date may result in forfeiture of the deposit.

2. Health at Time of Sale

Seller certifies the dog is in good health at the time of transfer. Buyer agrees to have the dog examined by a licensed veterinarian within 48 hours of delivery. If a serious health condition is discovered, Buyer may return the dog with veterinary documentation for a replacement puppy of comparable value from a future litter.

3. Genetic Health Guarantee

The dog is guaranteed against serious hereditary defects affecting quality of life until five (5) years of age. Covered conditions include hip dysplasia (OFA Moderate/Severe), elbow dysplasia (OFA DJD II or higher), inherited ocular disease via CAER exam, and congenital cardiac disease confirmed by echocardiogram.

4. Breeding Terms

Dogs sold to Pet Homes **must** be spayed or neutered by 24 months of age. Dogs sold with breeding rights must be at least 24 months old and pass recommended health testing prior to breeding. **Crossbreeding is strictly prohibited.**

5. Care & Living Conditions

Buyer agrees to maintain the dog in safe, humane, and responsible conditions including:

- Secure housing and containment
- Adequate exercise and enrichment
- Proper socialization and training
- High-quality nutrition
- Routine veterinary care and vaccinations

The dog may not be neglected, abused, or kept in unsafe conditions.

Dogs from Dark Point Kennel are expected to be maintained as valued companions or working partners, not solely as breeding stock.

6. Lifetime Return Policy

If Buyer cannot keep the dog at any point during its lifetime, the dog must be returned to or offered back to Dark Point Kennel. The dog may not be surrendered to shelters or resold without written permission.

7. Welfare Verification & Visitation

Seller reserves the right to request updates, photos, or veterinary records regarding the dog. If concerns about welfare arise, Seller may arrange visitation or inspection of the dog's living conditions with reasonable notice.

8. Right of Repossession

Seller reserves the right to reclaim possession of the dog without compensation if Buyer is found to be in violation of this agreement or if the dog is determined to be living in conditions that compromise its health, welfare, or safety.

Circumstances that may result in repossession include, but are not limited to:

- Neglect, abuse, or abandonment
- Failure to provide adequate veterinary care
- Breeding in violation of this agreement
- Transfer, sale, or surrender of the dog without Seller's written consent
- Keeping the dog in unsafe or inhumane living conditions

If repossession occurs, Buyer agrees to cooperate fully and transfer the dog back to Seller immediately. Buyer shall be responsible for any reasonable costs incurred in the recovery or transportation of the dog.

Buyer Initials: _____ Seller Initials: _____

9. Unauthorized Breeding Penalty

If the dog is sold under **Limited Registration (Pet Home)** or otherwise restricted from breeding, any intentional breeding or attempt to produce a litter from this dog constitutes a **material breach of this agreement**.

In such event, Buyer agrees that Seller is entitled to:

- Immediate return of the dog to Dark Point Kennel
- Payment of **liquidated damages in the amount of \$7,500** per unauthorized litter
- Transfer of any resulting puppies to Seller, or placement of said puppies under spay/neuter contracts approved by Seller

This amount represents a reasonable estimate of damages to the breeding program, genetic preservation work, and kennel reputation.

10. Kennel Name & Representation Protection

The name **Dark Point Kennel**, including any variations, logos, or kennel branding, may not be used by Buyer in association with breeding programs, kennel names, or marketing of dogs without the express written permission of Seller.

If the dog is used in breeding where permitted under this agreement, any offspring may only be represented as originating from **Dark Point Kennel bloodlines** and not as being bred, produced, or owned by Dark Point Kennel unless Seller is directly involved in the breeding.

Buyer agrees not to misrepresent the origin, breeding program, or affiliation with Dark Point Kennel in advertising, social media, public listings, or registration records.

11. Kennel Prefix Protection

Dogs bred by Dark Point Kennel may carry the **Dark Point** kennel prefix in their registered names.

Buyer agrees not to remove, alter, misuse, or misrepresent the kennel prefix in official registration records, advertising, or public representation of the dog.

If the dog is bred in accordance with the terms of this agreement, any offspring may not use the **Dark Point** prefix unless the breeding was approved and conducted in collaboration with Dark Point Kennel.

12. Reputation Clause

Buyer agrees to conduct themselves in a manner that does not intentionally damage or misrepresent the reputation of **Dark Point Kennel**.

Buyer Initials: _____ Seller Initials: _____

Buyer agrees that any concerns regarding the dog, health, temperament, or contractual matters will be addressed **directly with Seller first** before posting accusations or negative statements publicly.

13. Liability

Buyer assumes full responsibility for the dog after transfer and agrees to hold Seller harmless from claims, damages, or liability arising from ownership.

14. Dispute Resolution

Any disputes shall be resolved through binding arbitration under the American Arbitration Association in Waldo County, Maine.

15. Governing Law

This agreement shall be governed by the laws of the State of Maine.

Buyer Initials: _____ Seller Initials: _____

PUPPY HEALTH RECORD

Vaccinations:

Deworming:

Veterinarian:

Additional Notes:

GENETIC HEALTH GUARANTEE

This Genetic Health Guarantee Addendum is entered into by and between Dark Point Kennel (“Seller”) and the undersigned Buyer, and is hereby incorporated into and made part of the Puppy/Dog Purchase Agreement for the dog identified therein.

3. Genetic Health Guarantee Addendum

Seller warrants that the dog is free from serious hereditary defects that would substantially impair the dog’s long-term health, function, or overall quality of life until the dog reaches **five (5) years** of age.

For purposes of this guarantee, covered hereditary conditions are limited to the following:

- Hip Dysplasia, rated OFA Moderate or Severe
- Elbow Dysplasia, rated OFA DJD Grade II or higher
- Inherited Ocular Disease, confirmed by a board-certified veterinary ophthalmologist through a CAER examination
- Congenital Cardiac Disease, confirmed by echocardiogram performed by a qualified veterinary cardiologist

This **guarantee applies only to conditions determined to be hereditary in origin** and does not extend to any condition resulting in whole or in part from injury, accident, environmental influence, improper conditioning, overexertion, obesity, neglect, inadequate nutrition, improper veterinary care, or any other circumstance outside Seller’s control.

To preserve the validity of this guarantee, Buyer agrees that the dog shall be maintained in a responsible manner, including but not limited to:

- proper nutrition appropriate to age and condition,
- routine veterinary care,
- appropriate weight management,
- responsible exercise and physical development,
- and humane, safe living conditions at all times.

Buyer Initials: _____ Seller Initials: _____

In the event Buyer believes the dog has developed a covered hereditary condition during the guarantee period, Buyer must notify Seller in writing **within ten (10) days of diagnosis** and provide complete veterinary documentation, including diagnostic imaging, specialist findings, and any supporting records reasonably requested by Seller. Seller reserves the right to require an independent evaluation or second opinion by a veterinarian or specialist of Seller's choosing, at Seller's expense.

If a covered hereditary defect is conclusively established during the guarantee period, Seller's obligation shall be limited, at Seller's sole discretion, to one of the following remedies:

1. **Replacement** with a puppy of comparable value from a future litter, when available; or
2. **A partial refund equal to fifty percent (50%) of the original purchase price.**

Under no circumstances shall Seller be liable for veterinary expenses, diagnostic costs, surgical costs, medications, transportation expenses, emotional distress, loss of use, or any incidental, consequential, or special damages.

This guarantee is extended solely to the original Buyer named in the Puppy/Dog Purchase Agreement and is non-transferable. Any transfer of ownership, whether temporary or permanent, shall render this guarantee null and void.

This addendum does not replace the terms of the original Puppy/Dog Purchase Agreement, but rather supplements and clarifies the Genetic Health Guarantee provision contained therein. In the event of any conflict, the terms of this addendum shall govern with respect to hereditary health claims.

BUYER ACKNOWLEDGEMENT

Buyer acknowledges that they have read, understood, and agreed to the terms of this Genetic Health Guarantee Addendum, and understand that this addendum forms part of the binding agreement between Buyer and Seller.

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____

Buyer Initials: _____ Seller Initials: _____

BREEDING RIGHTS ADDENDUM (If Applicable)

This addendum applies only to dogs sold with **full registration and breeding rights** by **Dark Point Kennel, Burnham, Maine**. Breeding rights are granted with the understanding that the dog will be used in a **responsible, ethical breeding program** that supports the long-term health, temperament, and preservation of the Yakutian Laika.

Breeding Standards

The Owner agrees that any breeding involving this dog will prioritize **genetic health, stable temperament, and correct breed type**. Breeding solely for profit, novelty traits, or high-volume production is strictly prohibited.

Breeder Consultation

Prior to any breeding, the Owner agrees to consult with Dark Point Kennel regarding the proposed pairing. Pedigree and health testing information for the proposed mate must be provided upon request. Dark Point Kennel reserves the right to deny pairings that do not align with responsible breeding practices or the preservation of the breed.

Health & Maturity

The dog shall not be bred prior to **24 months of age** and must complete appropriate health evaluations prior to breeding. Dogs displaying serious hereditary defects, structural faults, or unstable temperament must not be bred.

Welfare & Breeding Limits

Females should **not produce more than one litter within a twelve-month period** unless, upon **careful ethical review**, the female's **health, condition, and overall suitability** for breeding have been **thoroughly evaluated**. No female should be bred beyond **six years of age** without prior veterinary guidance and approval.

Ethical Placement

The Owner agrees to place any puppies produced only in responsible homes and to maintain ethical breeder practices, including screening potential owners and maintaining lifelong responsibility for the dogs produced.

Buyer Initials: _____ Seller Initials: _____

Program Integrity

Dogs produced by Dark Point Kennel represent the integrity of the breeding program. Any participation in unethical breeding practices, misrepresentation of pedigree, or failure to uphold proper standards may result in **revocation of breeding rights**.

Right of First Refusal

If the Owner is unable to retain the dog at any point in its life, **Dark Point Kennel must be contacted first** and retains the right of first refusal to reclaim or assist in placement of the dog.

BUYER ACKNOWLEDGEMENT

Buyer acknowledges that they have read, understood, and agreed to the terms of this Breeding Rights Addendum. Buyer understands that any breeding rights granted are conditional and subject to all requirements, approvals, and restrictions set forth herein.

Buyer agrees to maintain the dog in proper condition, complete all required health testing and veterinary care, and comply fully with the standards of Dark Point Kennel. Buyer understands that failure to comply with this Addendum may result in revocation of breeding rights at Seller’s sole discretion.

By signing below, both parties acknowledge that this Addendum is binding and forms part of the original Purchase Agreement.

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____

Buyer Initials: _____ Seller Initials: _____

SIGNATURES

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____

ACKNOWLEDGEMENT OF RECEIPT

Buyer confirms receipt of the dog described in this agreement and accepts all terms.

Buyer Signature: _____ Date: _____

Buyer Initials: _____ Seller Initials: _____