



## PURCHASE AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022 BETWEEN  
**Rebecca Cao and Daniel DeWoskin** both of \_\_\_\_\_ Ridgefield, CT 06877  
(hereinafter referred to as the SELLER, whether one or more), AND

\_\_\_\_\_

of \_\_\_\_\_

(hereinafter referred to as the BUYER or PURCHASER, whether one or more).

WITNESSETH:

### 1. DEFINITIONS.

a. **Appropriate Diet:** an appropriate diet is one that is nutritionally balanced and designed for dogs. It can be kibble or raw. If it is homemade raw, it must be made according to the 80/10/5/5 ratios where 80% is meat (over half of which is red meat), 10% is bone, 5% is liver, and 5% is other organ. These percentages are by weight. The Dog must have regular access to water. A homemade diet without bone and organ is not an appropriate diet.

b. **Dog:** the dog to be sold with the characteristics noted below; it can be of any

age or gender.

<b>REGISTERED NAME</b>	
<b>CALL NAME</b>	
<b>DATE OF BIRTH</b>	
<b>SEX</b>	
<b>AKC REGISTRATION #</b>	
<b>MICROCHIP #</b>	
<b>COAT COLOR</b>	
<b>EYE COLOR</b>	
<b>SIRE</b>	
<b>DAM</b>	

- c. **Exercise:** the Dog must receive adequate exercise. If the Dog is an adult (over 1 year), the dog must receive on average at least one (1) hour of off leash playtime in a fenced yard each day or one hour (1) of trotting each day. If the Dog is a puppy (between 8 weeks and 1 year), care must be taken to avoid over-exercising the puppy. The puppy must receive on average at least one (1) hour of off-leash playtime in a fenced yard each day or three (3) walks of 5-30 minutes each. The puppy must be allowed to walk at its own pace, and the walk must end when the puppy is tired.
- d. **Health Care:** if the Dog is a puppy, it must receive its second round of core vaccines (DHPP) at approximately 12 weeks and its third round of core vaccines at approximately 16 weeks. The puppy must receive its first rabies vaccine between 16 weeks and 6 months, preferably not at the

same time as any other vaccines. The Dog must receive a rabies booster every three (3) years as required by law. The Dog must receive a thorough annual exam by a veterinarian. The Dog must receive DHPP boosters every three (3) years or be tested for immunity through titering every year. The Dog must receive monthly heartworm medication during mosquito season if it lives in an area with mosquitoes. The Dog must receive adequate dental care, which requires daily brushing of the teeth, dental cleanings, x-rays, and extractions or root canals as recommended by a veterinary dentist. The Dog must be properly groomed on a regular basis. The Dog's nails must be kept at an appropriate length: completely off the ground when standing.

- e. **Limited Registration:** Limited Registration as defined by the AKC; the dog is registered but no litters produced by that dog are eligible for registration; the dog is ineligible to be entered in a breed competition but is eligible to be entered in any other licensed events such as Obedience, Agility, and Lure Coursing.
- f. **Shelter:** the Dog must live with the BUYER, either indoors or outdoors. If the Dog is outdoors, the Dog must be confined within a secure kennel area and provided water and shade at all times. If the Dog is outdoors and the temperature is above 80 degrees, the Dog must be given the option to retreat to an air-conditioned area. The Dog is never to be left unsupervised in a yard, even one that is fully fenced. The Dog is never to be off leash at any time. The Dog is never to be left alone in a car in direct sunlight or when the outside temperature is above 60 degrees. The Dog must be given a chance

to relieve itself **at least** once every six (6) hours during the day and **at least** once every ten (10) hours overnight.

2. **DOG.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell the Dog with Limited Registration, and the BUYER hereby agrees to purchase the Dog subject to the restrictions and responsibilities set forth herein.

3. **CONSIDERATION.** The purchase price is THREE THOUSAND DOLLARS (**\$3000**), which the BUYER agrees to pay as follows:

As a part of the First Deposit heretofore paid, receipt of which is acknowledged, subject to collection;	\$500
As a part of the Second Deposit heretofore paid, receipt of which is acknowledged, subject to collection;	\$1000
Upon delivery of the Dog.	\$1500
<b>TOTAL:</b>	<b>\$3000</b>

4. **BUYER'S RESPONSIBILITIES.**

- a. **LIFELONG CARE.** The BUYER is to provide lifelong care for the Dog, including Appropriate Diet, Shelter, Exercise, and Health Care, except in the case of Paragraph 4(h) below;
- b. **NON-BREEDING AGREEMENT.** The BUYER agrees not to breed the Dog at any time. Breeding of the Dog will automatically result in reversion of the

Dog's ownership to the SELLER. The BUYER must return the Dog to the SELLER at the BUYER's expense. The BUYER will be fined the purchase price of the Dog, which is \$2500.

- c. **STERILIZATION.** The BUYER agrees to sterilize the Dog, at the BUYER's own expense. Sterilization includes a traditional spay or neuter, a vasectomy, or an ovary-sparing spay (OSS). Sterilization must be done **no earlier than** 12 months and **no later than** 36 months. In addition, if the Dog is female, it must **not** be spayed before its first heat cycle. Ideally, the female Dog should be spayed halfway in-between the second and third heat cycles. Even if the female Dog has its first heat before 12 months, it cannot be spayed before 12 months. Within one (1) month of the procedure, the BUYER must provide proof of the procedure to the SELLER.
- d. **EXCEPTION TO STERILIZATION.** In the event that both the BUYER and the SELLER agree that it is not in the Dog's best interests to be sterilized, **and** the SELLER provides written consent, the Dog is exempt from the requirements of Paragraph 4(c) above.
- e. **HEALTHY WEIGHT.** The BUYER agrees to maintain the Dog at a healthy weight, as outlined by the charts below. The BUYER must maintain the Dog within five (5) pounds of its ideal weight, given its height in inches at the withers and according to the charts below. The charts below are inapplicable to male dogs less than 21 inches tall and female dogs less than 20 inches tall. In that case, male dogs are to be no more than 35 pounds at four (4) months and female dogs are to be no more than 30 pounds at four (4) months. Male dogs over four (4) months and under 21 inches are to be no more than 45

pounds. Female dogs over (4) months and under 20 inches are to be no more than 35 pounds;

**Males**

<b>Height</b>	21"	21.5"	22"	22.5"	23"	23.5"
<b>Weight</b>	45 lbs	48 lbs	51 lbs	54 lbs	57 lbs	60 lbs

**Females**

<b>Height</b>	20"	20.5"	21"	21.5"	22"
<b>Weight</b>	35 lbs	39 lbs	43 lbs	46 lbs	50 lbs

- f. **COMMUNICATION WITH SELLER.** The BUYER is to update the SELLER via email, phone, or Facebook on an annual basis regarding the health, temperament, and general wellbeing of the Dog. The BUYER must respond to any communication from the SELLER regarding the Dog within 10 business days;
- g. **OFA.** The BUYER is to perform, at the SELLER's expense, an eye exam between the ages of two (2) and five (5) by a canine ophthalmologist (ACVO) and obtain a certification from the OFA. A copy of this certification must be sent to the SELLER within six (6) months of the date the exam is performed. The BUYER may choose to perform, at the SELLER's expense, hip x-rays of the Dog at the minimum age of two (2) years by a licensed veterinarian and obtain a certification from the Orthopedic Foundation for Animals, Inc. (OFA). A copy of this certification must be sent to the SELLER within six (6) months of the date the exam is performed;
- h. **EXCEPTION.** In the event of unforeseeable circumstances, where the

BUYER is no longer able to provide appropriate care for the Dog, the BUYER is to return the Dog to the SELLER, at the BUYER's expense. Under **no circumstances** is the BUYER to sell or re-home the Dog with a family member, friend, or rescue organization.

#### 5. **SELLER'S RESPONSIBILITIES.**

- a. **PUPPY CARE.** If the Dog is a puppy between the age of 8-12 weeks, prior to pickup by the BUYER, the SELLER must have dewormed the Dog as recommended by a licensed veterinarian, given the Dog its first round of core vaccinations, and micro-chipped the Dog. The SELLER must have raised, socialized, and trained the Dog in accordance with Puppy Culture protocol.
- b. **LIFELONG SUPPORT.** The SELLER is to provide lifelong support and mentorship to the BUYER, including answering any questions regarding the Dog. The SELLER must respond to any communication from the BUYER within 10 business days;
- c. **TAKEBACK GUARANTEE.** If the BUYER is no longer able to care for the Dog as described in Paragraph 4(h) above, the SELLER will take the Dog into the SELLER's care. The BUYER must provide transportation to the SELLER's domicile. There will be no refund of the purchase price;
- d. **OFA.** The SELLER is to reimburse the BUYER for the cost of all hip and eye exams. The SELLER will pay out the reimbursement to the BUYER within 10 business days of receiving the certificate from the BUYER. All reimbursement requests must be accompanied by receipts.
- e. **AKC REGISTRATION.** The SELLER must register the litter and the Dog with

AKC, at the SELLER's expense. The SELLER must provide AKC registration papers to the BUYER at the time the Dog is picked up or provide all necessary information so that the BUYER may register the Dog.

## 6. LIFETIME HEALTH GUARANTEE.

- a. The SELLER guarantees the Dog for its lifetime against any hereditary disease that substantially worsens the Dog's quality of life. The guarantee is in effect only if the BUYER notifies the SELLER within one (1) week of appearance of the condition and/or within one (1) week of diagnosis of the condition by a licensed veterinarian. The guarantee is in effect only if the BUYER provides the SELLER a written report from a licensed veterinarian stating that the Dog's condition is hereditary and substantially worsens the Dog's quality of life. The BUYER and SELLER both acknowledge that hereditary conditions include, but are not limited to, juvenile cataracts, hip dysplasia, epilepsy, and Type I diabetes. The BUYER and SELLER both acknowledge that any form of cancer, allergies, gastrointestinal disease, and any preventable disease are **not** hereditary;
- b. In the event that the health guarantee comes into effect, the SELLER will refund the BUYER the full purchase price of the puppy (**\$2500**) within three (3) months of the day that the SELLER receives the report that the disease substantially worsens the Dog's quality of life and that the disease is hereditary;
- c. This guarantee is null and void if the BUYER has not fulfilled his or her responsibilities as described in Paragraph 4 above.

## 7. CRYPTORCHIDISM GUARANTEE

- a. Cryptorchidism is a relatively common health condition that affects male Siberian Huskies at a higher rate than it affects other breeds. It does not have any impact on the Dog's quality of life as long as the retained testicle(s) is removed prior to old age. If the retained testicle(s) is removed at the typical time of neuter (between 12 and 36 months), there should be no health implications.
- b. Removal of the retained testicle(s) **can**, however, be a more invasive and expensive surgery, similar to a spay. Cryptorchidism is believed to have a genetic component.
- c. Thus, the SELLER guarantees the male Dog against cryptorchidism. In the event that the Dog is cryptorchid and requires a more expensive procedure, the SELLER will refund the BUYER the difference in cost of the actual procedure and the typical neuter procedure at the veterinary practice where the neuter takes place. The BUYER must provide a receipt of the actual procedure as well as a written statement from the veterinarian stating its typical neuter cost. In the event that the cryptorchid guarantee comes into effect, the SELLER must refund the SELLER the additional cost of the procedure within one (1) month of the day that the SELLER receives the receipt and written statement.

8. **EFFECT.** This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

9. **ENFORCEMENT.** This agreement is enforceable in a court of law, and any legal action will take place in Fairfield County, Connecticut.
10. **COSTS OF ENFORCEMENT.** In the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, including interest as may be provided by law, from the other party.
11. **REMEDIES.** In the event of a material breach of contract, the non-breaching party shall have such remedies as he or she shall be entitled to at law or in equity, including specific performance, compensatory damages, and restitution.
12. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between the SELLER and the BUYER are merged in this Agreement. This Agreement completely expressed the agreement of the parties, and has been entered into by the parties after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed, or canceled except by a written instrument signed by both parties.
13. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

\_\_\_\_\_ **SELLER**

\_\_\_\_\_ **SELLER**

\_\_\_\_\_ **BUYER**

\_\_\_\_\_ **BUYER**

**DATED:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_