

## Kokopelli Cockapoos

### Purchase Contract

We are so glad you have decided to purchase a puppy from Kokopelli Cockapoos. We hope that your new Cockapoo brings an abundance of joy to your family and home. Please read, sign, and date this purchase contract, then return it to us via e-mail or the postal service. Once we receive your signed contract, we will also sign it, and will send you a copy of the contract that contains both of our signatures.

1. Puppies sold by Kokopelli Cockapoos (Seller) are represented and evaluated as accurately as possible by Seller.
2. Purchase price of a puppy is \$2,500.00 plus sales tax.
3. A \$500.00 deposit is required for the Buyer to reserve a puppy and be added to Seller's puppy waitlist. Deposits will be applied to the total purchase price. Deposits are fully refundable as outlined in this contract.
4. Any service fees the Seller incurs due to electronic payment transactions from Buyer is the responsibility of the Buyer, and will be added to the total purchase price.
5. Puppies are sold as pets, without breeding rights. Buyer agrees to NOT breed this dog. Buyer will have the dog neutered or spayed at Buyer's expense at no later than 24 months of age.
6. Seller does not guarantee a dog's size, weight, color, coat, or temperament.
7. Seller does not guarantee a dog will not cause allergic reactions.
8. Buyer will be supplied with limited registration applications. It is the responsibility of Buyer to complete the registration process.
9. When a litter of puppies is born Seller will notify Buyer via email as to if a puppy from the current litter is or is not available according to the number of puppies born and Buyer's rank on the waitlist.
  - A. When Buyer is notified that a puppy is available from the current litter, Buyer has 3 days (72 hours) from the time of Seller's email notification to decide if they will or will not accept a puppy from the current litter, and to email their decision to Seller.
    1. If Buyer notifies Seller via email within the required 3 days (72 hours) that Buyer will accept a puppy from the current litter, Seller will confirm this acceptance, and notify Buyer of their rank in the Puppy Selection Process, which is held when the puppies are 6 weeks of age. When Buyer notifies the Seller of their acceptance of a puppy from the current litter, Buyer's deposit is no longer refundable. Buyer agrees that, if at any time, Buyer decides to no longer take a puppy after Buyer has notified Seller of their acceptance of a puppy, Buyer forfeits their claim to a puppy, forfeits their deposit to the Seller, and forfeits their spot on the waitlist.
    2. If Buyer notifies Seller via email within the required 3 days (72 hours) that Buyer will not accept a puppy from the current litter, Seller will confirm this notification, and Buyer will remain on the waitlist, retaining their rank, and will be notified by Seller when the next litter of puppies is born, and if a puppy is available to Buyer.
    3. If Buyer fails to contact Seller via email within the required 3 days (72 hours) of Seller's notification of an available puppy, Buyer forfeits their right to the available puppy, and Seller will offer the available puppy to the next person on the waitlist. In this situation, Buyer forfeits their claim to any available puppy from the current litter, and must wait to be notified by Seller of the next litter of puppies born, and if a puppy is available to Buyer from that litter. Buyer will retain their rank on the waitlist. Seller reserves the right to offer an available puppy from the forfeited current litter to the Buyer if the waitlist has been exhausted and if there is an available puppy; if Buyer accepts a puppy, Buyer will not retain their original waitlist rank in the Puppy Selection Process, but will accept whatever rank in the Puppy Selection Process is available at the time that they accept the available puppy.

- B. If Buyer is notified by Seller that there is not an available puppy from the current litter, Buyer will remain on the waitlist, retaining their rank, and will be notified by Seller when the next litter of puppies is born, and if a puppy is available to Buyer.
10. A Buyer who has placed a deposit and is on the waitlist, AND who has not notified the Seller of their acceptance of a puppy from a litter, may at any time request to withdraw from the waitlist and receive a full refund of their deposit. To receive a refund on a deposit, Buyer must send both a written request to the Seller via email at kokopellicockapoos@gmail.com AND contact the Seller by phone (505)327-1781. Any service fees incurred from electronic payment transactions during the receipt or refund of the deposit will be deducted from the deposit refund amount. If Seller is not contacted by the Buyer in the terms and conditions outlined above, the deposit will not be refunded and is forfeited to the Seller.
  11. Seller reserves the right to retain one puppy from each litter and first pick during the Puppy Selection Process to continue the Seller's breeding program.
  12. Buyer understands that the Puppy Selection Process is conducted around 6-weeks of age, and at that time Buyer will be able to choose the puppy they will gain possession of, at 8 weeks of age, from the available puppies. Buyer understands the Puppy Selection Process is done in order of buyer rank on the waitlist. Buyer understands that the Seller does not guarantee the availability of any trait, such as coat color or markings, coat texture, gender, size, or any other trait during the Puppy Selection Process. Seller will not refund Buyer's deposit due to the unavailability of a specific trait during the Puppy Selection Process.
  13. Puppies are ready to transfer to Buyer at the age of 8 weeks old. If a puppy is not transferred to Buyer at 8 weeks of age, Seller will keep and care for the puppy free of charge for three days. After three days, beginning at age 8 weeks and 4 days old, Buyer agrees to pay a boarding fee to the Seller of \$15.00 per day per puppy purchased until the puppy is transferred into the Buyer's possession.
  14. Seller will have puppies checked by a veterinarian at approximately 7 weeks of age, and the veterinarian's report will be supplied to Buyer at or before ownership transfer. In order to verify the good health of the puppy, Buyer must take at Buyer's expense, the puppy to a licensed veterinarian within three-days of taking possession of the puppy. Any and all health guarantees are null and void if Buyer does not have the puppy examined by a licensed veterinarian within three-days of taking possession of the puppy.
  15. Puppies purchased from Seller will be dewormed and given their first set of inoculations before being transferred to Buyer. It is Buyer's responsibility to have a puppy further inoculated against diseases by a licensed veterinarian at 11 weeks, 15 weeks, 19 weeks, and 1 year of age. Any and all health guarantees are null and void if Buyer does not inoculate a puppy according to standard veterinary profession guidelines.
  16. Seller accepts no responsibility for any communicable disease after three-days of puppy being transferred to Buyer. If it is determined by a veterinarian within the above stated three-day time period that the puppy has a communicable disease, Buyer must notify the Seller within 24 hours of veterinarian's diagnosis and provide proof of said diagnosis. Seller has the right to obtain a second opinion, at Seller's expense. It is the responsibility of the Buyer to transport the puppy to the veterinary clinic where the second opinion will be obtained. If the second opinion is in agreement with the original veterinarian's diagnosis, Seller will take possession of the puppy, and, at Seller's discretion, either replace the puppy or refund the purchase price of the puppy, not including transport fees. Buyer is responsible for the transportation of a replacement puppy.
  17. Puppies are guaranteed to be free of life-threatening congenital defects until one year from the date of puppy's birth. Should the puppy be diagnosed with a life-threatening congenital disorder within that time period, a second unassociated veterinarian must also examine the puppy, at Buyer's expense. Both veterinarians must determine that the quality of life will be seriously impacted and recommend euthanasia, or require continuous medical treatment throughout the dog's life. Buyer must provide veterinary proof of diagnosis from both veterinarians. If the second opinion is in agreement with the original veterinarian's diagnosis, Seller will take possession of the puppy, and, at Seller's discretion, either replace the puppy or refund the purchase price of the puppy, not including transport fees or sales tax. Buyer is responsible for the transportation of a replacement puppy. In the unlikely event of the death of the puppy, laboratory confirmation of a congenital defects causing death will be required. Seller's liability is limited to the purchase price of said puppy excluding any transportation costs, and Seller shall not assume liability for any veterinarian expenses. This guarantee is void if at any time puppy is administered any oral flea and/or tick medication, and/or at any time puppy is fed a diet that contains legumes.

In the event there are no puppies available at the time, Buyer will be placed on the waiting list for the first suitable replacement puppy.

The following slight genetic defects are not considered serious or life threatening and, therefore are not covered by the guarantee: hernia of any kind, un-descended testicle, kidney/bladder infection, under-bite, over-bite, cross bite, retained teeth, grade one/two luxating patella, grade one/two heart murmur, and nictitans gland prolapse. The replacement option or refund of purchase price is only valid when health problems are attributed to a congenital problem and not due to accident, contagions, or illness.

18. Seller will not replace a puppy or refund the purchase price of a puppy that dies due to Buyer's neglect to obtain medical assistance.
19. Seller is not responsible for any issues that may arise with landlord(s), family member(s), or work.
20. Seller is not responsible for any vet bills incurred.
21. During the lifespan of Buyer's dog, if for any reason Buyer is no longer able or no longer desires to have ownership of dog, Buyer will immediately notify Seller via phone and email. Buyer agrees to never transfer ownership of dog before contacting and obtaining guidance from Seller. Buyer agrees to never surrender dog to an animal shelter or rescue group.
22. Buyer understands that all email communication to Seller must be sent to: [kokopellicockapoos@gmail.com](mailto:kokopellicockapoos@gmail.com)
23. This contract shall only be valid while the Seller is breeding Cockapoo puppies. Should the seller discontinue breeding dogs, this contract shall be void. This contract is between the Seller and Buyer signed below. If the puppy/ dog is sold to a third-party, this contract is void.
24. In the event of any litigation in connection with this contract, the Seller will be paid reasonable attorney fees, court costs, and all travel expenses which resulted for the litigation via the responsibility of the Buyer. This contract will be deemed a legally binding contract and is under the jurisdiction of the State of New Mexico, in the county of San Juan. Buyer agrees that, if for any reason, filing for court, the place of venue shall be San Juan County, New Mexico.

The Buyer of a puppy from Kokopelli Cockapoos hereby acknowledges that the Buyer has received a copy of this document, acknowledges and agrees to the terms, and accepts full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale". This agreement represents the total agreement between the Seller and Buyer, and no other terms or conditions shall be valid to this sale.

Signed and dated contract may be returned via mail or email to:

Kokopelli Cockapoos  
C/O Kendra Gaines  
3900 LaJoya Drive  
Farmington, NM 87402

[kokopellicockapoos@gmail.com](mailto:kokopellicockapoos@gmail.com)

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Printed Name: \_\_\_\_\_

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Seller Printed Name: \_\_\_\_\_