

ADULT & BREEDING RIGHTS PURCHASE AGREEMENT

For Breeding-Rights Puppies, Retired/Rehoming Adult Dogs, and Adult Dogs Sold With Breeding Rights

Effective Date	_____	Transfer Date	_____
Seller	Fancy Florida Puppies, LLC	Buyer	_____
Dog / Puppy Name	_____	Breed	_____
Date of Birth	_____	Sex / Color	_____
Microchip	_____	Registration	_____
Purchase Price	\$ _____	Deposit	\$ _____
Balance Due	\$ _____	Payment Method	_____

1. SALE CATEGORY - SELECT ONE

Buyer and Seller agree that this Agreement applies to the category checked below:

■ **Puppy Sold With Breeding Rights** - eligible for the one-year congenital health guarantee stated in Section 4; **not eligible for the five-year extended health guarantee.**

■ **Adult/Retired Dog - Pet Only - NO HEALTH GUARANTEE.**

■ **Adult Dog Sold With Breeding Rights - NO HEALTH GUARANTEE.**

The selected category is a material term of this Agreement. **Buyer Initials:** _____

2. PURCHASE TERMS, DEPOSIT & PAYMENT

The deposit reserves the selected Dog/Puppy and removes that Dog/Puppy from availability to other families. Unless Seller agrees otherwise in a signed writing, the deposit is non-refundable and non-transferable. The remaining balance must be **paid in full, received, and verified in Fancy Florida Puppies, LLC's account before the Dog/Puppy is released** to Buyer or an authorized transporter. A screenshot, pending transfer, or payment confirmation is not verified payment until funds are actually received and available. Refunds will not be provided for landlord restrictions, allergies, family disagreements, lifestyle changes, work schedules, moving/divorce, ordinary buyer behavior, lack of training, or other circumstances unrelated to a remedy expressly provided by this Agreement. **Buyer Initials:** _____

3. PUPPY SELECTION, VISITS & UPDATES - PUPPIES ONLY

This section applies only when the Dog being purchased is a puppy. **No home visits are permitted before scheduled pickup.** Puppy selection may be completed by photographs, video, and/or one scheduled FaceTime appointment in place of an in-home selection visit. Fancy Florida Puppies generally provides updated puppy photographs approximately every two weeks; timing is approximate and may vary according to the care needs of puppies, mothers, litters, veterinary care, grooming, and daily animal care. Buyers are encouraged to follow Fancy Florida Puppies' social-media pages for photographs, videos, announcements, and everyday updates involving its dogs and puppies. **Buyer Initials:** _____

4. ONE-YEAR CONGENITAL HEALTH GUARANTEE - BREEDING-RIGHTS PUPPIES ONLY

This section applies **ONLY** when **Puppy Sold With Breeding Rights** is selected in Section 1. That puppy receives a one-year congenital health guarantee beginning on the date Buyer takes possession. For purposes of this Agreement, a covered congenital defect means a serious congenital defect that **substantially and permanently impairs the puppy's health or normal quality of life, or is reasonably expected to result in death**, as diagnosed in writing by a licensed veterinarian. Buyer must notify Seller promptly and provide the written veterinary diagnosis and reasonably requested supporting records. Any rights or remedies required by applicable law remain unaffected.

NO FIVE-YEAR EXTENSION: A puppy sold with breeding rights is **not eligible** for Fancy Florida Puppies' five-year extended health guarantee, regardless of whether TLC Pet Food, NuVet Plus, or any other products are purchased or used. **Buyer Initials:** _____

5. ADULT DOGS - NO CONTRACTUAL HEALTH GUARANTEE

This section applies to every adult or retired/rehoming dog covered by this Agreement, whether sold/placed as Pet Only or with breeding rights. Buyer acknowledges that **NO ADDITIONAL CONTRACTUAL FANCY FLORIDA PUPPIES HEALTH GUARANTEE IS PROVIDED FOR AN ADULT DOG.** The separate Puppy Pet-Only Purchase Contract and its one-year/five-year contractual guarantee provisions do not apply to an adult dog under this Agreement. Nothing in this Agreement waives or limits any non-waivable rights or remedies provided by applicable law. Buyer assumes responsibility for veterinary care after transfer except to the extent applicable law requires otherwise. **Buyer Initials:** _____

6. INITIAL VETERINARY EXAMINATION

Buyer is strongly encouraged to have the Dog/Puppy examined by a licensed veterinarian promptly after taking possession. Buyer is responsible for ongoing veterinary care and expenses after transfer except for a remedy expressly provided under the applicable one-year congenital guarantee for a breeding-rights puppy or otherwise required by law. Seller will provide available vaccination, deworming, microchip, registration, and veterinary records applicable to the Dog/Puppy at transfer.

7. BREEDING RIGHTS - WHEN APPLICABLE

This section applies when breeding rights are selected. Breeding rights apply only to the specific Dog/Puppy identified in this Agreement. Breeding rights do **not** constitute a fertility, reproductive, litter-size, show-quality, adult-size, color, markings, coat, temperament, genetic-expression, or offspring guarantee unless a specific guarantee is separately stated in a signed writing. Buyer assumes responsibility for breeding decisions, genetic testing, reproductive veterinary care, expenses, and risks. Nothing in this section expands the health guarantee beyond Section 4. **Buyer Initials:** _____

8. ADULT/RETIRED DOG - PET ONLY

This section applies only when **Adult/Retired Dog - Pet Only** is selected. The Dog is placed strictly as a companion and may not be intentionally bred. If the Dog is intact at transfer, Buyer agrees to have the Dog spayed/neutered and provide written veterinary proof to Fancy Florida Puppies, LLC **within four (4) months after taking possession**. **Buyer Initials:** _____

9. PICKUP, TRANSPORT & TRANSFER

Buyer agrees to be on time for the scheduled pickup and to communicate promptly if a delay is unavoidable because other families may be scheduled. The Dog/Puppy will not be released until required funds are received and verified. When a flight nanny or other transporter is used, transportation charges and arrangements are separate from the purchase price unless expressly stated otherwise in writing. Risk and responsibility transfer to Buyer when Buyer or Buyer's authorized transporter takes possession, subject to any express guarantee applicable under Section 4 and any rights provided by applicable law.

10. CARE, TRAINING & BUYER RESPONSIBILITY

Buyer agrees to provide safe housing, appropriate nutrition, veterinary care, grooming, supervision, exercise, training, and humane treatment. Seller is not responsible for conditions, injuries, illnesses, behavioral issues, or expenses arising after transfer from accidents, neglect, improper handling, environmental exposure, failure to obtain veterinary care, improper nutrition, parasites acquired after transfer, training issues, or other causes not expressly covered by this Agreement, except as otherwise required by applicable law.

11. COMMUNICATION, CONCERNS & NON-DISPARAGEMENT

Fancy Florida Puppies asks Buyer to contact Seller directly and promptly if a concern arises so Seller has a reasonable opportunity to review the facts and attempt to address the matter. Buyer agrees not to knowingly publish or communicate false statements of fact about Fancy Florida Puppies, LLC, its owners, animals, or program. Nothing in this provision prohibits Buyer from giving truthful information, making a good-faith report to a governmental or regulatory authority, participating in legal proceedings, or exercising rights that cannot lawfully be waived. The parties are encouraged to communicate in good faith before escalating a dispute.

12. GOVERNING LAW & VENUE

This Agreement is governed by the laws of the State of Florida. **Except where applicable law requires or permits a different venue that cannot lawfully be waived, any lawsuit or court proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in the Florida county where Fancy Florida Puppies, LLC maintains its principal place of business at the time the action is filed.** Buyer and Seller consent to that venue to the fullest extent permitted by law. **Buyer Initials:** _____

13. NO ORAL MODIFICATION; SOCIAL MEDIA

Photographs, videos, advertisements, social-media posts, text messages, and informal conversations do not modify this Agreement or create additional guarantees. Any modification to this Agreement must be in writing and agreed to by Buyer and Seller. Social-media content is provided for general information and enjoyment and may include dogs and puppies other than the specific Dog/Puppy covered by this Agreement.

14. SEVERABILITY; ENTIRE AGREEMENT

If a provision is found unenforceable, the remaining provisions remain in effect to the extent permitted by law. This Agreement, together with any written addendum signed by Buyer and Seller, contains the parties' agreement concerning this sale/placement and supersedes inconsistent prior oral representations. Nothing in this Agreement is intended to waive a right that applicable law makes non-waivable.

15. BUYER ACKNOWLEDGMENT

Buyer acknowledges having had the opportunity to read this Agreement and ask questions before signing. Buyer understands the selected sale category and specifically acknowledges: (1) a **breeding-rights puppy receives only the one-year congenital health guarantee and never the five-year extension**; (2) an **adult/retired dog receives no additional Fancy Florida Puppies contractual health guarantee**, whether Pet Only or sold with breeding rights, subject to any rights required by applicable law; (3) an intact adult/retired Pet-Only dog must be spayed/neutered and proof supplied within **four (4) months** after possession; and (4) the governing-law and venue provision in Section 12.

Buyer Initials: _____

BUYER

Printed Name: _____

Signature: _____

Date: _____

SELLER - FANCY FLORIDA PUPPIES, LLC

Authorized Representative: _____

Signature: _____

Date: _____

REVIEW DRAFT: Have a Florida attorney review this agreement before use, particularly the health-guarantee and venue provisions, to confirm compliance with current Florida law.