



COMPANION BRUSSELS GRIFFON PURCHASE AGREEMENT

SELLER:

JOVAL Kennels

2716 Rodgers Terrace, Haymarket, Virginia, 20169

joval@joalkennels.com

703-919-8753

BUYER**NAME(S):**

Address:

City, State, Zip:

Email(s):

Phone(s):

This agreement ("Agreement"), dated as of the date listed below whereby the physical delivery of the Dog occurred, or will occur, (the "Effective Date"), is between the named "Seller" or "JOVAL", and "Buyer(s)" named and described above.

The subject of this Agreement is the puppy/dog ("Dog") described as a Pure-bred Brussels Griffon born on _____ and identified by microchip # (to be attached at pickup)

Deposit: A non-refundable deposit of **\$1,500.00** ("Deposit") has been paid to Seller. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Deposit is non-refundable in all circumstances.

Purchase Price: The full purchase price of **\$_____** ("Purchase Price") is agreed with the balance of **\$_____** due in full upon Buyer's pickup of the Dog. As required by the Commonwealth of Virginia, a Sales Tax of 6% of the Purchase Price, calculated at **\$_____** is due as well as any fees for additional services provided, or for shipping and handling, and shall be paid by Buyer upon Buyer's Pick-up. All payments due under this Agreement shall be made in US Dollars and paid to Seller.

A. Ownership:

The Buyer(s) agree that on the _____ day of _____, 20____, the physical delivery of the Dog occurred (or will occur).

- 1) The Seller is the lawful owner of the puppy/dog and has the right to transfer ownership of the Dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer once i) the purchase price balance as defined above is received IN FULL and, ii) the original Sales Agreement (this document) has been received by the Seller - having been executed by the Buyer(s) before a notary (bearing their signature and seal). This document will serve as proof of ownership transfer only when executed by Seller once these conditions have been satisfied.
- 2) The Buyer agrees that the Dog will live with the Buyer, inside the family home and as a family member, subject to the terms of this agreement, at the address provided above or at any successor residence of Buyer. The Buyer agrees to comply with all applicable state/county/city laws relating to control and ownership of the Dog. Both parties agree to promptly notify the other of any change of address, email or phone number.
- 3) The Dog has been selected and sold as a "companion". The Dog is not a show/breeding prospect, and as such i) the Dog is not eligible for exhibiting in conformation shows; and ii) Breeding of the Dog is expressly prohibited. Further, as a "companion", the right to ownership of the Dog is conditioned upon Buyer spaying/neutering the Dog. Such spaying/neutering should not take place until the Dog is older 6 months and before 12 months of age. Buyer is responsible for all costs for the performance of this procedure and obligated to and agrees to mail a copy of the veterinary certificate with the proof of the spay/neuter surgery within 2 weeks of surgery completion upon request of the Seller.
- 4) Upon provision of the Dog's proof of spay/neuter to the Seller, the Buyer will then have the option request paperwork from the Seller to submit paperwork for Limited registration of the Dog with the AKC. The Buyer agrees that the Dog will be named with the registered kennel name prefix "JOVAL" and in accordance with the litter "theme" or letter designation and this name may not be changed subsequent to the initial naming without written permission of the Seller. The informal "call-name" may be chosen by the Buyer without restriction. Once registered, the Dog may compete in performance events, such as Agility, Obedience, and Rally. The cost for this registration is the sole responsibility of the Buyer. Buyer agrees to provide Seller a photocopy of the Dog's registration certificate as promptly as possible after receipt.
- 5) If the Seller feels the Dog is not getting proper care and treatment, Seller has the right to have the Dog examined by a licensed veterinarian. If such veterinarian finds the Dog to be a victim of ill-treatment, abuse or neglect, (a) Seller has the right to take full and immediate possession of the Dog in accordance with section A.7 (above) and (b) all Seller's warranties herein shall become null and void
- 6) The Buyer agrees to hold the Seller free from any and all liabilities for and to assume all responsibility for the defense of any action that may arise as a result of Buyer's ownership of this Dog.

B. Health Guarantee & Medical Care:

- 1) Prior to being sold, the Dog was examined by a licensed veterinarian and was found to be in good health and free of contagious or infectious diseases and fit for sale at that time. The Dog's vaccination record will be provided to the Buyer at time of physical transfer.
- 2) As a condition of sale, the Dog must be enrolled in and have an active pet insurance policy with an accredited provider. The Seller cannot mandate which insurance provider the Buyer selects, however, if no proof of active policy is provided to the Seller at time of pick-up, Seller will facilitate a 30-day trial policy enrollment at no additional cost (where applicable) to the Buyer. Possession of the Dog will not be transferred without an active insurance policy in effect.
- 3) The Buyer agrees that the Dog shall receive proper medical care, administered by a qualified veterinarian, as necessary for the Dog's health and welfare (including but not limited to annual checkups, vaccinations, heartworm test/preventatives and flea/tick preventative) at Buyer's sole expense. The Seller is not responsible for any veterinary costs incurred by the Buyer under any circumstance.
- 4) It is understood that even though your puppy is healthy at the time of sale, there are certain diseases and conditions that exist within the Brussels Griffon breed which you should be familiar with and may show up later in life. These conditions include, but are not limited to luxated patella, hip dysplasia, cataracts, and syringomyelia (SM). As such, the Seller cannot provide a health guarantee for the life of the Dog and will in no way be responsible for refunds, replacements or reimbursements of veterinary expenses incurred should one of these or any other medical condition(s) present in the Dog.
- 5) Pursuant to Virginia law, if within 10 days from the date of physical delivery, a licensed veterinarian finds the Dog to be unhealthy or unfit for sale due to a contagious or infectious disease, the Buyer can return the Dog to JOVAL and, at Seller's option, receive a FULL refund of the purchase price of the puppy or receive a "replacement puppy" of equal value from a subsequent litter. The veterinarian must provide a written statement deeming the Dog "unfit for purchase", which must be sent to Seller within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes any health issues caused by injury, conditions that occur as the result of inappetence or improper nutrition/feeding, any condition brought on due to external or environmental factors, Buyer's ill-treatment, abuse or neglect, illness/injury resulting from the Dog's transportation from Seller to Buyer, and all "minor" illnesses and health issues, including stress colitis/diarrhea, internal or external parasites, UTIs, vaginitis, cryptorchidism or umbilical hernias.
- 6) Should the Dog die during the first year of life from what is medically documented on an official necropsy report as a congenital defect, a replacement Dog of equal value will be provided to the Buyer at no cost from a future litter as determined by the Seller. No replacements will be considered unless an official necropsy report is provided.
- 7) Buyer has had the opportunity to inspect the Dog prior to physical transfer and consummation of the sale. Subsequently, Buyer asserts that, based on outward appearance, they are completely satisfied with the dog and accept the Dog with no reservations or concerns due to health, conformation or appearance. No other warranties or guarantees, expressed or implied, are made by Seller, and the Dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

C. Returns or Transfer:

- 1) Under no circumstances will Buyer sell, give, or otherwise transfer ownership or physical possession of the Dog without the written consent of the Seller. The Buyer agrees to notify the Seller immediately if this Dog is lost or stolen, and further agrees to make every effort towards recovery and to pay whatever fee may be assessed should the Dog be impounded.
- 2) If the Buyer should not be able to keep the Dog **for any reason at any time** or if Buyer cannot have the Dog live with Buyer **for any reason at any time**, Buyer will promptly inform Seller in writing and either, at Seller's option, promptly return the Dog to Seller, or promptly transfer the Dog to a new owner approved by the Seller. Such approval will not be unreasonably withheld. Any proposed new owner must agree to the provisions of this contract and execute a similar contract with Seller before any transfers will be approved.
- 3) All costs incurred for returns, transfers, and re-registrations of the Dog as any outstanding debts, damages or owed monies incurred by the Buyer related to the Dog will be the sole responsibility of the Buyer. No refunds of any kind will be paid to the Buyer upon surrender.
- 4) Buyer agrees that prior to accepting the surrender of the Dog, all ongoing circumstances affecting the Dog have been fully disclosed to Seller and the Dog is medically stable at the time of surrender. In the event that medical treatment is ongoing or necessary, the costs for any and all treatment(s) and medical care to diagnose, treat and stabilize the Dog will be at the sole expense of the Buyer(s). Transfer of Ownership of the Dog will not be concluded until such time that the Dog is deemed medically stable to the satisfaction of Seller as indicated by a licensed veterinarian examination.
- 5) All medical records and other registration paperwork must be returned or transferred at the time of surrender. Once surrender is complete via execution of Joval's "Surrender Agreement" Buyer shall have no further interest in, or rights with respect to, the Dog following such return or transfer.
- 6) All named Buyer(s), who have signed and executed this agreement, grant(s) LIMITED POWER OF ATTORNEY to Valeria Rickard, Agent of Joval Kennels, to sign any registration forms and/or documents on their behalf with regards to the registration sign-off of Buyer's ownership of and medical record authorization(s) for the Dog.

D. Contract Default:

Buyer's breach of any of the foregoing obligations shall result in Seller's warranties set forth in this Agreement being null and void. If Buyer specifically defaults on spaying/neutering the Dog within the provided timeframe, or in providing proof of such procedure being performed by a licensed veterinarian upon Seller's request, or allowing the Dog to be used for breeding, Buyer will be in breach of and in material default of the Agreement subject to damages in the amount of \$5,000 (five thousand dollars) per occurrence. Seller and Buyer agree that such amount is intended to approximate, and does, in fact, approximate, Seller's losses as a result of such material breach.

The Buyer agrees to pay the Sellers any and all reasonable expenses, including court costs and attorney fees incurred during the enforcement or defense of the terms and provisions of this contract.

E. Severability

Should any provision of the Contract be deemed to be invalid, all remaining provisions shall remain in full force and effect.

F. Amendment; Waiver

This Agreement may be amended only with the written consent of each Party. No waiver will be deemed a waiver of any later noncompliance.

G. Jurisdiction

Jurisdiction for any legal action brought for the purpose of interpretation, breach, damages, or any other legal action of any kind whatsoever shall be exclusively in the County of Prince William, Commonwealth of Virginia, USA, or in whatever County of any State in which the agent's of JOVAL currently reside at the time the action is commenced. No other Court shall have jurisdiction over any dispute arising from this Contract.

H. Entire Agreement

This Agreement constitutes the full, complete, and final agreement of the Parties and supersedes all prior written or oral agreements between the Parties with respect to the Dog.

I. Titles; Subtitles

This Agreement's titles and subtitles are for convenience only and do not inform its interpretation.

J. Acknowledgement

The Buyer and Seller acknowledge that he/she/they have read this agreement in its entirety, understand each and every term and obligation and agree to be bound thereby.

Seller

Buyer

Buyer

Signature of Authorized Agent

Signature

Signature

JOVAL KENNELS

Printed Name

Date

Printed Name

Date

[ALL Buyer's Signature(s) above to be verified by a Notary]

State/Commonwealth of _____ County of _____
On this the _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared & acknowledged himself/herself/themselves to be the person(s) whose name(s) is/are subscribed to the foregoing as Buyer(s) and acknowledged to that he/she/they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Signature / Seal

Buyers Initials _____/_____