

Sweet Southern Schnauzers

Raised with Love. Placed with Care.

Breeder Home / Breeding Rights Puppy Contract

Breeder: Sweet Southern Schnauzers (Virginia)

Buyer Information

Full Name:

Phone Number:

Email Address:

Home Address:

City / State / Zip:

Puppy Details

Puppy Name:

Gender:

Color / Markings:

Date of Birth:

Microchip Number:

Registration Number:

Purchase Details

Total Purchase Price (\$):

Deposit Already Paid (\$):

Balance Due (\$):

Pick-Up / Delivery Date:

Payment Method for Balance:

Health & Care Commitments

Name of your veterinarian / clinic:

Plan for ongoing veterinary care (vaccines, checkups, etc.):

Describe your home environment for the puppy:

Contract Terms

1. Purpose of Sale – Breeder Home with Breeding Rights

This puppy is sold as a breeding prospect with full breeding rights included in the purchase price. Buyer is permitted to breed this dog in accordance with responsible breeding practices, applicable laws, and the terms of this contract. Breeding rights are granted exclusively to the named Buyer and are non-transferable without prior written consent from the Breeder.

2. Breeder's Health Guarantee for Breeding Soundness

The Breeder guarantees that, at the time of sale, this puppy has no known breeding-related defects. Specifically:

- Males: Both testicles are present and descended (no cryptorchidism) at the time of sale.
- Females: No inverted vulva or other known structural reproductive abnormalities at the time of sale.

This guarantee covers the condition of the puppy at the time of sale only. The Breeder does not guarantee that the dog will successfully produce litters, as fertility and reproductive performance depend on many factors beyond the Breeder's control, including but not limited to the dog's development, health, environment, nutrition, veterinary care, and mate compatibility.

3. No Guarantee of Fertility or Litter Production

Buyer acknowledges and agrees that the Breeder makes no warranty or guarantee, express or implied, that this dog will be fertile, capable of natural breeding, or will produce litters of any size. The purchase of breeding rights does not entitle the Buyer to any refund, exchange, replacement, or compensation if the dog fails to reproduce for any reason.

4. Responsible Breeding Requirements

Buyer agrees to uphold responsible breeding standards, including but not limited to: appropriate health testing prior to breeding, proper veterinary care during pregnancy and whelping, ensuring all puppies produced receive proper veterinary care and vaccinations, and never selling puppies to pet stores, puppy mills, brokers, or any third party that engages in irresponsible breeding practices.

5. Transfer of Breeding Rights

Breeding rights granted under this contract are personal to the Buyer and may not be sold, transferred, assigned, leased, or shared with any other person or entity without the prior written consent of the Breeder. If the dog is rehomed or sold, breeding rights do not transfer to the new owner unless the Breeder provides express written authorization. Any unauthorized transfer of breeding rights shall constitute a material breach of this contract.

6. Liquidated Damages

Both parties acknowledge that unauthorized transfer of breeding rights, or use of this dog in a manner inconsistent with responsible breeding practices, would result in damages that are difficult to quantify, including but not limited to damage to bloodline integrity, market dilution, and reputational harm. Buyer agrees that any

violation of Sections 4 or 5 shall result in liquidated damages in the amount of \$10,000. Both parties agree that this amount is a reasonable pre-estimate of actual damages and not a penalty.

7. Injunctive Relief

Breeder shall be entitled to seek injunctive relief to prevent or stop unauthorized transfer of breeding rights or irresponsible breeding practices, in addition to any monetary damages.

8. Attorney's Fees and Costs

In the event enforcement of this contract is required, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and enforcement expenses as permitted under Virginia law.

9. Governing Law, Venue, and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Any legal action, claim, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of Wise County, Virginia, and the parties hereby consent to the personal jurisdiction and venue of such courts.

10. Defamation, Slander, and False Statements

All parties to this contract or transaction agree to conduct free from false, misleading, defamatory, or disparaging statements, whether written or oral, including but not limited to statements made on social media, online reviews, forums, or third-party platforms, regarding the Breeder, its business, dogs, or practices. Any such statements that cause harm to the Breeder's reputation or business shall constitute a breach of this Agreement. Breeder reserves the right to pursue all legal remedies available under Virginia law, including damages, injunctive relief, and recovery of attorney's fees and court costs.

Agreement & Signature

- I have read and agree to all terms of the Breeder Home / Breeding Rights Puppy Contract outlined above, including the breeding soundness guarantee, no guarantee of fertility, responsible breeding requirements, and all other provisions.
- I acknowledge the health guarantee provided by Sweet Southern Schnauzers and understand the terms and conditions for veterinary care within the first 72 hours of receiving my puppy.
- I understand that breeding rights are granted exclusively to me and are non-transferable without prior written consent from the Breeder. I agree to uphold responsible breeding standards at all times.
- I understand and accept that the Breeder does not guarantee this dog will produce litters. The Breeder guarantees no known breeding defects at the time of sale (both testicles present for males; no inverted vulva for females) but makes no warranty regarding future fertility or reproductive performance.
- I understand that if I can no longer care for my puppy at any time, I will contact Sweet Southern Schnauzers first before rehoming, and that breeding rights do not transfer to a new owner without written authorization.
- I commit to providing loving, lifetime care including proper nutrition, grooming, veterinary visits, and a safe living environment.

Buyer Signature

Date

Printed Name