

**Puppy/Dog Purchase Agreement & Guarantee
(Limited Registration)**

This agreement (“**Agreement**”), dated as of _____, 20____ (the “**Effective Date**”), is between Chezarae L. Simkowski (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

- **REGISTRY:** American Kennel Club “AKC”
- **REGISTERED NAME:** _____
- **REGISTERED NUMBER:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** _____
- **DAM:** _____
- **DAM REGISTERED #:** _____

The Breeder and Buyer agree and initial as follows:

- **Deposit.** A non-refundable deposit of \$500.00 (“**Deposit**”) has been paid to Breeder. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy/dog that meets Buyer’s identified preferences is not available when it comes to matching Buyer with a puppy/dog from the selected litter, Buyer may elect to (a) have the Deposit transferred to the next litter or (b) after 3 years time, request refund in full. This 3 year timeframe gives Breeder ample time to match Buyer with a puppy/dog that will fit their needs best.
- **Spay/Neuter Deposit.** Buyer shall place a \$250.00 *refundable* deposit (“**Spay/Neuter Deposit**”) with Breeder to ensure (a) the puppy/dog will not be spayed/neutered *before* 24 months (2 years) of age and (b) the puppy/dog will be spayed/neutered *within 6 months (180 days) after* the puppy/dog has reached 24 months (2 years) of age. The Spay/Neuter Deposit shall be applied to the final Purchase Price (defined below). Breeder shall supply Buyer with all original AKC paperwork for the puppy/dog and refund the \$250.00 Spay/Neuter Deposit upon Buyer supplying Breeder with the letterhead of a licensed Veterinarian showing completion of spay/neuter procedure within 6 months (180 days) after the puppy/dog has reached 24 months (2 years) of age. Buyer agrees to communicate with Breeder if a spay/neuter procedure is deemed medically necessary by a licensed Veterinarian prior to the puppy/dog reaching 24 months (2 years)



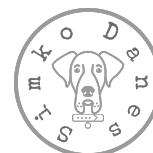
of age. Breeder agrees to seek alternative solutions on a case by case basis. Buyer agrees (a) if the puppy/dog is spayed/neutered before 24 months (2 years) of age or (b) not spayed/neutered at any point after the allowed 180 day (6 month) procedure window, without written consent from Breeder, the \$250.00 Spay/Neuter Deposit will be forfeited and the 2 Year Genetic Health Guarantee is deemed null and void.

- **24/7 Lifetime Breeder Support.** Breeder is available for emergency calls, if a life-threatening situation were to affect the puppy/dog for example, anytime (24 hours, 7 days a week, 365 days each year) for the life of the puppy/dog. Breeder is available for any and all general questions 7 days a week, typically between 10am and 10pm, and will respond as soon as Breeder is able to.
- **Purchase Price.** The full purchase price of \$ _____ (“Purchase Price”) is agreed with the balance due in full (a) at least 2 weeks before the puppy/dog is delivered to Buyer or (b) upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via or Payments through Good Dog (<https://pay.gooddog.com/simko-danes>) or Venmo or Cash.
 - Applied to the purchase price:
 - Price of puppy/dog \$ _____,00.
 - AKC Reunite Microchip Fee of \$20.00 (defined below).
 - AKC Registration Fee of \$ _____ (defined below).
 - Spay/Neuter Deposit of \$250.00 (defined above).
 - 24/7 Lifetime Breeder Support (defined above).
- **Limited Registration.** The puppy/dog is a purebred Great Dane registered with The American Kennel Club (“AKC”) and is being sold with limited AKC registration. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for AKC registration (please see Unauthorized Breeding below).
- **AKC Registration Fee.** Buyer shall pay an AKC Registration Fee (“AKC Registration Fee”) of \$ _____ (not to exceed \$85.00) to Breeder. The AKC Registration Fee shall be applied to the final Purchase Price (defined above). Buyer shall indicate by initialing the AKC Dog Registration Options form below, which AKC benefits are to be purchased with the AKC registration. Breeder will supply Buyer with photocopies of all AKC paperwork for the puppy/dog as promptly as possible after receipt.
- **Registration by Breeder.** At the time of Buyer picking up puppy/dog, Breeder will register the puppy/dog with The AKC under Buyer’s name and retain hardcopies of AKC paperwork until puppy/dog has been spayed/neutered. Breeder agrees to (a) use the name of Buyer’s choice, and (b) provide Buyer with the original hardcopies of all AKC paperwork upon completion of spay/neuter. Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent and will never remove the kennel prefix from the puppy/dog’s registration name.

AKC DOG REGISTRATION OPTIONS



Please Initial:				
Plan:	Basic AKC Registration	Silver Registration	Gold Registration	Platinum Registration
Price:	\$33.00 Lifetime Fee (\$131 value)	\$45.99 Lifetime Fee (\$156 value)	\$62.99 Lifetime Fee (\$168 value)	\$82.99 Lifetime Fee (\$302 value)
Official AKC Registration Certificate: Certified document personalized in the name of you and your dog.	X	X	X	X
AKC Pet Insurance: 30 days of accident and illness pet health insurance included.	X	X	X	X
Vet Helpline: 30 days of 24/7 service staffed by licensed veterinary staff and pet professionals.	X	X	X	X
New Puppy Guide Digital Edition: Essential care and advice for the new puppy owner.	X	X	X	X
Complementary AKC VetNet Office Visit: Free initial vet appointment at any provider in AKC's Veterinary Network	X	X	X	X
AKC Reunite™ Lifetime Enrollment: AKC's lost pet recovery service helps get your dog home safely with its custom collar tag and 24/7/365 protection.		X	X	X
AKC Family Dog Magazine: AKC's lifestyle publication for dog lovers.			X	X
AKC Certified Pedigree: Display your puppy's family tree with this frameable document that details its ancestry				X
AKC GoodDog!™ Training Helpline: Receive live support and advice from expert trainers available 7 days/week.				X



- **AKC Reunite Registration.** The puppy/dog is microchipped with AKC Reunite. Buyer shall (a) pay a \$20.00 AKC Reunite Microchip Fee (“**AKC Reunite Microchip Fee**”), of which shall be applied to the Purchase Price (defined above) (the fee goes towards the enrollment of the puppy/dog in the services) and (b) that Breeder shall never be removed as primary contact for the puppy/dog. Buyer shall inform Breeder as promptly as possible of any changes of address, or other alternate contact information, needing to be altered on the puppy/dog’s AKC Reunite profile.
- **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and breeding, even accidental, of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$20,000.00 per litter of offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void. It is solely the responsibility of Buyer to ensure any unaltered females are duly separated from any unaltered males during times of estrus/heat.
- **Representations and Warranties of Breeder.** Breeder represents and warrants to Buyer that the statements contained in this Agreement are true, correct, and complete as of the Effective Date and will be true, correct, and complete as of the Expiration Date. Neither Breeder or the puppy/dog, in whole or part: (a) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge that would limit, restrict, or prevent consummation of the transactions contemplated hereby; or (b) is a party or the subject of , or is to the knowledge of the Breeder threatened to be made a party to, or the subject of, any action, suit, proceeding, hearing, or investigation or, in , or before any arbitrator that would, if determined adversely to Breeder: (i) limit, restrict or prevent consummation of the transactions contemplated hereby; or (ii) cause any representation or warranty of Breeder to be not true.
- **Breeder’s Obligations.** Breeder represents and warrants to Buyer that the statements contained in this section are true, correct and complete as of the Effective Date and will be true correct and complete as of the Expiration Date of this Agreement:
 - Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer’s payment of the full Purchase Price and completion of spay or neuter at the time the puppy/dog is 24 months (see Spay/Neuter Clause above). Breeder will refund Spay/Neuter Deposit of \$250.00 and release any original copies of the AKC registration to Buyer, only if the Spay/Neuter Clause is followed. As the lawful owner of the puppy/dog, per the terms of this Agreement, Breeder has right to repossess puppy/dog at any point in time until Buyer completes the above terms.
 - State of Health; Short-Term Health Warranty. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the “**Examination Period**”) for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer’s ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog’s transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress



colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias.

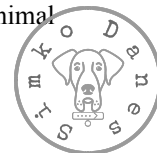
- **Long-Term Health Warranty.** Breeder provides a 2-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) include Severe Hip and Elbow Dysplasia (which hampers the natural movement and gait and requires surgery to correct), Hypothyroidism, Cardiomyopathy, Aortic Stenosis, Tricuspid Valve Dysplasia, Mitral Valve Dysplasia, Pancreatitis, Exocrine Pancreatic Insufficiency and (ii) expressly do not include those ailments which are normal or naturally occurring; Coccidia, Giardia, Hypoglycemia, Kennel Cough, Parvovirus, Respiratory Infections, Cherry Eye, Entropion, Ectropion, Hernias, Injury from play and general injuries, Flat Feet, Knuckling (over or under), or external parasites, Communicable Diseases (for reference only, Good Dog's health testing levels by breed are available here: <https://www.gooddog.com/guide-to-good-dogs-health-testing-levels>), or Orthopedic Conditions.

In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to at least one licensed veterinarian of Breeder's choice for examination, two different licensed vets if deemed necessary by Breeder.

- **Returns/Refunds.** If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount) OR may keep and treat the puppy/dog at Buyer's own expense and be given one replacement puppy, priced at no greater value than the puppy/dog, at the time of Buyer's choosing.
- **No Other Warranties.** No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

- **Buyer's Obligations.** Buyer agrees to the following:

- **Proper Care.** Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate indoor housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.
- **Veterinary Care.** Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- **Care to Prevent Orthopedic Conditions.** Buyer will also provide the following care:
- Proper nutrition to support ideal growth and maintain optimum body condition. Buyer furthermore agrees to (a) feed a food from the Simko Danes Approved Food List (provided at puppy pick up and on the Simko Danes website (www.simkodanes.com)) (adult food is recommended as it encourages a slower growth rate which is beneficial for the puppy's proper growth with minimal



issues), (b) contact Breeder, if food on the list is of issue, to come to a resolution for the puppy/dog's food intolerances, (c) not feed a food with a high calcium percentage (max amount listed at 1.6%) or phosphorus (max amount listed at 1%), this is to help prevent issues associated with growing too fast, (d) NEVER feed the puppy/dog a "Grain Free" diet, as such a diet has been linked to Dilated Cardiomyopathy (increased risk of heart disease), and (e) will not overfeed the puppy/dog nor allow it to become overweight.

- Buyer agrees not to take the puppy/dog out of the home environment until they have completed 3 rounds of vaccinations. (It is HIGHLY DISCOURAGED to take the puppy/dog out into a public area before they are FULLY VACCINATED.);
- Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed veterinarian; and
- Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer (or Buyer's legally designated Next of Kin, or Power of Attorney, in the case of the death or incapacity of Buyer) with Breeder's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog, Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- No Transfer Outside of the United States. Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
- Damages Due if Transferred. If, for any reason, the puppy/dog is placed under the long-term care of anyone other than the Buyer themselves, without written permission from Breeder, Buyer understands and agrees to be subject to paying a breach of contract fee of \$5,000.00 as well as returning the puppy/dog in good health condition to Breeder, and paying all costs incurred to Breeder due to locating and/or obtaining the puppy/dog.
- Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no earlier than the age of 24 months (2 years)



and no later than the age of 30 months (2 years and 6 months) and providing proof of such spaying/neutering to Breeder immediately upon completion. In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$5,000.00 if puppy/dog is not spayed/neutered in accordance with this Agreement.

- **Breach by Buyer.** Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void. Buyer shall be subject to all applicable fees, fines, and/or penalties set forth in this Agreement.
- **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least twice each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registr(y)(ies) and (c) inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.
- **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take immediate, full possession of the puppy/dog and its duly signed AKC transfer papers/registration and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder. Buyer understands that if it has been determined by a Licensed Veterinarian, that the puppy/dog has been mistreated, abused, purposely malnourished, or left without adequate care at any point,
- **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a Good Dog mediator or a local court appointed mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
- **Waiver of Jury Trial.** *The parties knowingly and voluntarily waive all of their rights to a trial by jury on any and all issues pertaining to or arising out of this agreement and the puppy/dog.*
- **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.
- **Delivery and Acceptance.** Upon the acceptance by Buyer of the puppy/dog, which acceptance shall be identified by Breeder as the Buyer taking possession of the puppy/dog, such acceptance shall acknowledge that the puppy/dog is in good condition and that Buyer is satisfied with the same and that Breeder has made



no representation or warranty, expressed or implied, with respect to the puppy/dog.

- Applicable Law, Venue, and Jurisdiction.** This Agreement, and all matters arising out of or relating to this Agreement, shall be construed and governed under and by the law of the State of Wisconsin for contracts entered and to be performed in Wisconsin. The parties agree that exclusive venue for any legal action authorized hereunder shall be in Portage County, Wisconsin. As part of the consideration for the entry of the Agreement by Breeder, Buyer agrees not to contest the venue set forth herein and not to contest the exercise of the personal jurisdiction over Buyer by the foregoing court. The parties hereby waive all rights concerning the exercise of personal jurisdiction of them by the foregoing court. Parties must engage in mediation prior to the commencement of any civil action. Any costs incurred, due to Breeder having to go into court, will be due to Breeder from Buyer immediately.
- Expiration of Agreement.** This Agreement shall remain in effect and enforceable for i) a period of fifteen years time from and including the Effective Date, or ii) for the period of time between and including, the Effective Date and the date upon which the Breeder received issuance of the notice of death of puppy/dog by a licensed Veterinarian whichever occurs the earliest (“**Expiration of Agreement**”).
- Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

 Name: Chezarae L. Simkowski
 Address: 1009 Brawley St.
 Stevens Point WI 54481
 Email: simkodanes@gmail.com
 Phone: 715-340-2864

 Name: _____
 Address: _____

 Email: _____
 Phone: _____

PHOTO RELEASE

The buyer agrees that pictures shared to the breeder or posted on social media may be used on our Facebook page, Instagram page, and/or website. *Photos including children, or personal information, will not be used or will be cropped or edited to protect our buyers/their family and their private information.* Buyer will initial/sign in the box corresponding with their preference.

YES	NO
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