

**Opalonyx Dalmatians**

13750 SE 54th St. Morriston, FL 32668

(954) 657-3159

info@opal-onyx.com | www.opal-onyx.com**FB & IG:** @opalonyxdals

DALMATIAN PUPPY AGREEMENT

This agreement ("Agreement"), dated as of _____ (the "Effective Date"), is between Opalonyx Dalmatians LLC ("Breeder"), and _____ ("Buyer"). The subject of this Agreement is the below-described puppy/dog ("puppy/dog").

Registry	AKC - American Kennel Club
Puppy ID, Call/Reg Name	
Registration Name	
Gender	
Date of Birth	
Microchip	
Sire (Name and Reg. #)	
Dam (Name and Reg. #)	

The Breeder and Buyer agree as follows:

- Deposit.** A non-refundable deposit of \$ 250.00 ("Deposit") shall be due and paid to Breeder upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if: (a) Buyer fails to complete the purchase of the Dog for any reason, or (b) Buyer fails to pay the balance of the Purchase Price on the date of delivery/possession.
In either event, Breeder shall be free to sell the Dog to another party.
In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Breeder, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.
- Purchase Price.** The full purchase price of \$ _____ ("Purchase Price") is agreed with the balance due in full (a) at least 1 week 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 using any of the following methods of payment:
 - Cash
 - PayPal Link: paypal.me/opalonyxdals. (plus 3% transaction fee applies)
 - Zelle, direct payments to: info@opal-onyx.com (**Preferred**)
 - Intuit Secured Payment: Payment link sent by Breeder. (plus 3% transaction fee applies)
 - Apple Pay, direct payments to: (954) 657-3159
 - Venmo, direct payments to @isselguez (3159)
- BUYER AND SELLER AGREE** do hereby agree to the purchase and sale of the above described AKC Dalmatian for the purpose of a pet quality companion dog. It may never be used for breeding and must be



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neutered. If a breeding takes place in violation of this contract, no offspring of this dog may be registered with the AKC.

- a) Recommended age to spay females is after their first heat cycle, or ideally after 18 months of age.
- b) Recommended age to neuter males is 2 years of age, not earlier than 1 year of age.
4. Buyer understands that this puppy is being sold as a Pet. In the given case, the Buyer wishes to breed this dog the following conditions must be met:
 - a) The dog must have performed and passed all the health testing as recommended by The Orthopedic Foundation for Animals (OFA)
 - b) The dog must be at least 2 years of age.
 - c) The Breeder must have deemed the dog to be genetically sound, of good temperament, of value to contribute to a breeding program and to conform the Breed Standard as per the Dalmatian Club of America.
5. Buyer agrees that the Breeder's opinion is the ONLY authority required in the evaluation of the Dog's breed conformation, genetic value, and temperament. Buyer agrees that the testimony of other people will not supersede the Breeder's judgment on this matter. Furthermore, Buyer agrees that granting breeding rights will be up to the Breeder's discretion.
 - a) In the given case that the Dog fails to satisfy any of the above conditions, Buyer agrees to immediately cease and desist any intention or attempt to breed this dog and to schedule surgery with a certified veterinarian to alter the dog (Neutering/Spaying).
 - b) Upon satisfaction of these conditions, The Breeder will sell the breeding rights for the price of a puppy.
 - c) The Buyer additionally agrees to ONLY breed this dog to another dalmatian that satisfies the Breed Standard and has been previously health tested with results publicly filed in the OFA data base.
 - d) Buyer agrees that failure to honor this condition will result in a penalty of \$5000.00 (Five Thousand dollars) due immediately.
6. This Dalmatian has been bred to enhance the type and quality of the breed. It is the product of appropriate and responsible breeding, handling, rearing, neurological stimulation, socialization, temperament testing, and veterinarian services.
7. All sales are considered final on the delivery of the Dalmatian Puppy. No refund of the purchase price shall be made thereafter except as noted herein.
8. Buyer offers no guarantee that disqualifying faults will not arise at a later date which would make this puppy unsuitable for the show ring or for breeding.
9. The Puppy will be sold with AKC Limited Registration papers. A dog registered with a limited registration may be shown in most AKC events.
10. The Breeder will be available for advice in all matters concerning this Dalmatian throughout its lifespan.
11. The Buyer agrees to take the puppy to a licensed veterinarian of his choice within 3 business days of delivery for a complete health examination. Should the dog be determined to be in ill health, the puppy shall be returned to the Seller, with a signed statement by the veterinarian and all concerning Registration Papers. Full purchase price will be refunded.
12. Breeder will NOT refund any portion of the purchase price for a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched this breed and understand the many health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable. As of the date



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of purchase the Puppy is guaranteed to be in good health and free of communicable diseases including congenital. Immunizations are current, a veterinarian record, a 3-generation Litter Certificate and a copy of the BAER results will be provided to the Buyer.

13. To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Breeder will take the Dog back at any time during the Dog's lifetime. Breeder will not issue a refund or provide another Dog to Buyer.
14. The Buyer agrees that the AKC registered name of this Dalmatian will contain the kennel name as prefix (OpalOnyx _____), followed by a space.
15. Buyer agrees to promote the maintenance of this Dalmatians' health and well-being by providing regular veterinarian care, vaccinations as required by law and recommend by the Buyer's veterinarian and breed appropriate diet, hydration and exercise to promote good health, proper continued growth and development and lifelong prevention of urinary urate stone formation.
16. Buyer agrees that this Dalmatian is a house dog and will not be chained or tethered outside but will be hand walked or allowed to exercise within a fenced yard. It will never be allowed to run free off the owner's property or beyond the owner's control. It will not be crated for long periods of time without an opportunity to relieve itself.
17. Buyer agrees that this Dalmatian Puppy shall NEVER be abandoned to an animal shelter, used as a guard dog or attack/protection trained.
18. Buyer agrees that neither the Buyer nor the Buyer's estate/executors may sell this Dalmatian or transfer ownership of this Dalmatian. In the event that the Buyer, or his/her estate can no longer maintain this Dalmatian for any reason it must be returned to the Seller unless the Seller otherwise approves in writing of an alternative placement.
19. Buyer and Breeder will notify each other of any change of address and /or contact information throughout this Dalmatian's lifespan.
20. Buyer is not acting as an agent for any other person or business in the purchase of the Dog.
21. Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
22. From the date of possession or delivery of the Dalmatian Puppy, Buyer is responsible for all related expenses/bills including but not limited to: Health, Veterinary, Day/Night Care and Maintenance.
23. **Indemnity and Release** If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.
24. **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 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.
25. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida, Levy County without regard to the conflicts of laws provisions thereof.

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26. **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.

27. **Additional agreements:**

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

Breeder:	Buyer:
Signature:	Signature
Full Name: Issel Rodriguez	Full Name:
Address: 13750 SE 54th St. Morriston, FL. 32668	Address:
Email: info@opal-onyx.com	Email:
Phone #: 954-657-3159	Phone #: