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Purchase / Pre-Birth Waitlist Contract

Your deposit reserves your place on our waitlist, which allows access to all litters. It is not tied to one specific litter unless you want that. If the right puppy for you is not in the next available litter — the color you wanted did not come, or the litter was small — your place simply carries forward to the following one, and your deposit carries with it. Your puppy becomes attached to this contract when we both sign the *Duke's Schnauzers Puppy Selection Addendum* at around 3.5 weeks of age, described in Miscellaneous Terms of Sale, Section 9.

In this contract, "Breeder" means Duke's Schnauzers, LLC, a Tennessee limited liability company, and "Buyer" means the individual(s) identified in the signature block on the final page.

1. A \$ _____ **deposit** reserves your place on the waitlist for a puppy that is unborn or less than 6 weeks of age. Your deposit is applied toward the final purchase price.
 - a. Refundable in full if you change your mind within seven (7) days of sending payment.
 - b. Refundable in full if no puppy matching your original specifications is produced within twelve (12) months of the contract signing date.
 - c. May be rolled over to a later litter instead of refunded, subject to waitlist availability and Breeder approval.
 - d. Non-refundable in any other circumstance, except as provided in Section 2.

Payment may be sent by Venmo, Zelle, check, or money order. I will send instructions on how to send payment once the contract is signed. PayPal may be used only if the Buyer covers the additional fees. _____ **(Initial of Buyer)**

2. All payments made, including the deposit, will be refunded in full if the puppy selected under the Puppy Selection Addendum passes away prior to pick up, or if that puppy's 6-7 week veterinary well-check identifies a condition that, in the opinion of the examining licensed veterinarian, is expected to significantly shorten the puppy's lifespan or substantially impair its quality of life. Breeder will disclose any such finding to the Buyer in writing within three (3) business days of receiving the veterinarian's report, and the Buyer may elect either a full refund or to proceed with the purchase with knowledge of the condition. A refund under this Section will be issued within fourteen (14) days of the Buyer's election. Refunds in any other circumstance are governed by Section 1 above, or, if the condition is diagnosed after the puppy is already home with the Buyer, by the ten-year congenital health guarantee in Section 3 of the Health and Health Guarantee section below.
3. Please do not send your deposit until you have read, initialed, and signed this contract. This contract is not considered "active" until both Breeder and Buyer have signed. A signed copy will promptly be emailed back to Buyer and held on file with Breeder indefinitely. Buying a puppy is a serious time and financial commitment. Please be sure you can satisfy both obligations prior to signing the contract, as **full payment will be expected once the puppy is 6 weeks old**, unless prearranged with the Breeder. _____ **(Initial of Buyer)**

Health and Health Guarantee

1. Your puppy will be ready for pickup at 8 weeks of age. Under no circumstances will the puppy be released from the Breeder's home before this time, as it is in the puppy's best interest for proper socialization, development, and weaning. Your new puppy must be picked up or in transit to you by the time they reach 60 days (approximately 8.5 weeks) of age. If the Breeder agrees to allow the puppy to remain a short time longer, a boarding fee of \$20 per day will apply starting after 60 days. Any extended boarding is at the Breeder's sole discretion and is not always available.

If the puppy is not picked up or in transit to the Buyer by sixty (60) days of age, and the Breeder has not agreed in writing to an extension, the Breeder may cancel the purchase. In that event, the deposit is forfeited and non-refundable. Any additional amounts paid by the Buyer beyond the deposit may be refunded in whole or in part at the Breeder's sole discretion, less any accrued boarding fees. Upon cancellation, the puppy returns to the Breeder's sole ownership and may be offered for sale to another Buyer. **(Initial of Buyer)**

2. Your puppy will be examined and microchipped by a licensed veterinarian and deemed in good health at 6-7 weeks of age. A letter from the licensed veterinarian will be provided to Buyer immediately after the puppy's well-check appointment. Your puppy will be up to date on shots and dewormed when he/she is 8 weeks old and will arrive with vaccine records. It is very important that you continue vaccinations and deworming on a veterinarian-approved schedule. Please do not expose your new puppy to other dogs that are not vaccinated until he/she has completed the entire vaccination schedule — usually around 16-20 weeks of age.
3. The Breeder offers a **10-year congenital health guarantee** covering extreme, serious, life-limiting hereditary defects. This guarantee is specifically intended for rare, severe conditions that *significantly* compromise a dog's quality of life or life expectancy.
 - a. **What is covered.** A condition such as a congenital liver shunt, a major congenital cardiac defect, a severe congenital organ abnormality, or another comparable condition, where that condition is determined to be hereditary or congenital and life-limiting and is confirmed in writing by two independent licensed veterinarians.
 - b. **What is not covered.** This guarantee does not cover minor, common, manageable, or non-life-threatening conditions, including but not limited to viruses, bacterial infections, allergies, internal or external parasites, retained testicles, hypoglycemia, umbilical hernias, mange, worms, giardia, coccidia, kennel cough, retained dew claws, idiopathic seizures, minor skin or ear conditions, retained baby teeth, dental abnormalities, malocclusions, mild or manageable luxating patellas, or minor orthopedic abnormalities or injuries. Also excluded are conditions resulting from injury, trauma, neglect, abuse, environmental exposure, improper nutrition, obesity, lack of vaccination, over-vaccination, vaccine injury, injury caused by the Buyer, another animal, or a child, or failure to provide appropriate veterinary care. The Breeder will disclose any known illnesses or health issues prior to the sale. Each puppy is provided with a negative fecal examination before going home; because some intestinal parasites are not detectable on a single test and can surface after the stress of a new home, a positive fecal test after the puppy leaves does not itself indicate infection at the time of sale and is not covered.
 - c. **Notice required.** The Buyer must notify the Breeder in writing within seven (7) business days of the date of diagnosis, and must provide, within that same period, complete veterinary records relating to the condition and a signed authorization permitting the Breeder to communicate directly with the diagnosing veterinarian and any treating veterinarian regarding the dog's diagnosis, history, and care. Failure to provide timely notice, records, or authorization voids this guarantee as to that condition.
 - d. **Remedy.** If a condition qualifies under subsection (a), the Buyer shall elect, in writing, one of the following two remedies: (i) a refund of the original purchase price, with the Buyer retaining ownership of the dog and no obligation to return the dog to the Breeder; or (ii) a replacement puppy of the same value from a current or future litter, subject to availability, in which case the Buyer may either retain the affected dog or return the dog to the Breeder at the Buyer's election. The Buyer must make this election within thirty (30) days of the Breeder's confirmation that the condition qualifies. The Buyer understands that the Breeder is a small program and does not hold refund reserves; any refund will therefore be paid from the proceeds of the Breeder's next litter or litters, in installments as those proceeds are received, and will be

paid in full no later than six (6) months after the Breeder's confirmation. The Breeder will provide the Buyer with a written payment schedule within thirty (30) days of that confirmation.

- e. **Verification.** In the event of the dog's passing, a necropsy report may be used to establish the cause of death. The Breeder reserves the right to obtain a third veterinary opinion from a veterinarian of the Breeder's choosing, at the Breeder's expense, before determining whether a condition qualifies under this guarantee.
4. **Important Note on Diet:** This ten-year health guarantee is void if the puppy is fed a homemade diet (not formulated and prescribed by a board-certified veterinary nutritionist), a raw diet, or a grain-free diet. Veterinary organizations, including the FDA and AVMA, have noted potential risks associated with certain grain-free diets (often those high in legumes such as peas, lentils, or potatoes) and dilated cardiomyopathy (DCM) in some dogs, though the exact cause remains under study. Raw diets carry risks of bacterial contamination (e.g., Salmonella, E. coli) and nutritional imbalances and are discouraged by the AVMA due to potential harm to the dog and to human household members. Homemade diets may also lack complete and balanced nutrition unless professionally formulated. **(Initial of Buyer)**
5. Buyer also understands that DNA test results do not establish breed purity. Only AKC or CKC pedigrees can do that.
6. **Four-Day Parvovirus and Distemper Guarantee.** The Breeder provides a **4-day health guarantee** against canine distemper and parvovirus, beginning on the date the puppy leaves the Breeder's care. The Breeder's puppies are raised without contact with outside dogs, and all dogs on the Breeder's premises are vaccinated; the Breeder therefore cannot verify that any such infection originated in the Breeder's home. Accordingly, as a courtesy and without any admission that the condition originated with the Breeder, if a puppy is diagnosed with either infection **within this 4-day period only**, and the Buyer provides written veterinary documentation confirming the diagnosis within seven (7) days of that diagnosis, the Breeder will offer a replacement puppy of equal value from a current or future litter, subject to availability. A refund is not available under this provision. The affected puppy is ***not*** to be returned to the Breeder's premises under any circumstances, as doing so presents a serious biosecurity risk to other animals in the Breeder's care; the Buyer shall instead provide veterinary documentation of the puppy's final disposition. The Buyer is responsible for any shipping, transportation, veterinary, or miscellaneous expenses associated with the care of the affected puppy or the transport of the replacement puppy. This guarantee applies only to confirmed diagnoses of distemper or parvovirus within the four-day period and does not extend to other illnesses or conditions.
7. The Breeder assumes no responsibility for any medical expenses incurred after the sale but is always available to offer support or advice.

Miscellaneous Terms of Sale

1. Should the Buyer wish, they may contact our main veterinarian, or our previous veterinarian, at any time for reference. We take our dogs to Westmoreland Veterinary Hospital in Westmoreland, TN and usually see Dr. Ross. The office phone number is (615) 664-8387. Previously we saw Dr. Delffs at VCA Creekside Animal Hospital in Murfreesboro, TN. Her office can be reached at (916) 791-1111.
2. The Breeder does not guarantee size. Breeder will give the Buyer the weight of the puppy's parents and the weights of the other puppies from previous litters. Breeder can give the Buyer an educated guess as to full-grown weight, but there are variables besides genetics.
3. **This paragraph is applicable only to Buyers purchasing a puppy as a pet/with limited rights.** This puppy is sold strictly as a pet only, unless discussed and agreed upon with the Breeder beforehand. Buyer agrees to have the puppy spayed or neutered by the age specified in the SpaySecure agreement described in Section 4. Because the puppy will remain intact until that age, the Buyer agrees to keep the dog securely contained and under direct supervision when outdoors, and to prevent all contact with intact dogs of the opposite sex. Breeder shall not be held liable for any conditions, pregnancies, or puppies which result from the Buyer's failure to comply with this term.

Buyer acknowledges that the Breeder maintains a closed breeding program built around rare-color Miniature Schnauzer bloodlines, that the value of that program depends on the Breeder's exclusive control over which dogs from these lines are bred, and that the unauthorized breeding of a limited-rights dog causes the Breeder harm that is real but difficult to quantify — including loss of exclusivity over the Breeder's bloodlines, dilution of the value of the Breeder's breeding stock and reserved breeding rights, harm to the Breeder's reputation for puppies the Breeder did not produce or health-screen, and the cost of identifying and addressing such breeding. The parties therefore agree that **\$6,000 per puppy, per litter**, payable to Duke's Schnauzers, LLC, represents a reasonable estimate of that harm as of the date of this contract, and is not a penalty. Breeder shall also be entitled to recover reasonable attorney's fees and costs incurred in enforcing this provision. **(Initial of Buyer)**

4. **SpaySecure.** This paragraph is applicable only to Buyers purchasing a puppy as a pet/with limited rights. This puppy is enrolled in SpaySecure, a third-party service that manages delayed spay and neuter agreements on the Breeder's behalf. The purpose of the program is to allow the puppy to reach physical maturity before surgery, which reduces certain orthopedic and health risks associated with early-age sterilization.

The Buyer will sign a separate, binding digital agreement directly with SpaySecure committing to have the puppy sterilized by the age specified in that agreement. SpaySecure sends the Buyer automated reminders as the deadline approaches, verifies compliance, and handles follow-up and enforcement, including legal action, if the deadline is not met. **The Buyer does not send proof of spay or neuter to the Breeder — SpaySecure verifies compliance directly.** The SpaySecure agreement is incorporated into this contract by reference. The Buyer's failure to sign that agreement, or to comply with its terms, is a breach of this contract. Nothing in this Section limits the Breeder's rights under Section 3 if a limited-rights dog produces a litter.

5. Breeder reserves the right to keep any puppy from a litter. Remaining puppies will be made available to those on the waitlist, and waitlist slot placement (#1, #2, #3, etc.) refers to a Buyer's position in line amongst other Buyers. For example, if a Buyer is #1 in line for an available red puppy, this position is behind the Breeder should the Breeder decide to keep a red puppy from the litter.
6. If for any reason Buyer is unable to keep the puppy, Buyer agrees to return the puppy to Breeder and not place the puppy in another home unless given permission by the Breeder. The Buyer must return the puppy to the Breeder at their own expense. Upon return of the puppy, no money will be returned to the Buyer, as the Breeder will have to cover the costs of re-advertisement, upkeep, potty training, and keeping the puppy current on vaccinations and deworming until the puppy is placed in his/her new home. Additionally, if the puppy is older than 8 weeks of age, the price of the puppy will likely have to be deeply discounted, as older puppies do not sell as easily as younger puppies. **(Initial of Buyer)**
7. Buyer agrees to feed the puppy the Breeder's food of choice or to slowly transition the puppy to the food of their choice over a span of no less than two weeks. Buyer understands that the Breeder assumes no responsibility for any illness or nutritional issues which may arise from improperly transitioning from the Breeder's preferred dog food.
8. **Transportation and Flight Nanny Service.** This paragraph applies only if the Buyer elects flight nanny delivery on the final page.
- Fee and booking.** The transportation fee is in addition to the purchase price and is due in full together with the balance, before travel is booked. Standby transport is arranged through Pet Jet Pals; confirmed-ticket transport is provided by our own private flight nanny. If the Buyer cancels after travel has been booked, the fee is refundable only to the extent the Breeder can recover those costs. If the sale is canceled by the Breeder, or refunded under the health provisions of this contract before travel occurs, the fee is refunded in full, less any nonrecoverable booking costs.
 - Standby travel.** With a standby ticket, the nanny flies on the first flight with an available seat. Standby travel usually goes as planned. Occasionally a flight fills and the nanny takes a later one the same day, which means your puppy's arrival time may shift by a few hours. The Buyer agrees to stay flexible and reachable on travel day. If travel cannot be completed that day, the Breeder will rebook the earliest available flight.

- c. **Weather and travel day.** Weather is the usual reason a trip is canceled outright. The Breeder is not liable for delays or cancellations caused by weather, the airline, or airline policy regarding the transport of animals, and will rebook at the earliest available date. Any additional cost of rebooking will be discussed with the Buyer before it is incurred. The Buyer must be present at the arrival airport at the scheduled time. If the Buyer fails to receive the puppy, the Buyer is responsible for all resulting costs, including boarding, return airfare, and the nanny's time. (Initial of Buyer)

9. **Puppy Selection.** After puppy selection at 3.5 weeks of age (or later if the Breeder delays pick day), an addendum titled "Duke's Schnauzers Puppy Selection Addendum" will be generated by the Breeder and formally accepted by the Buyer. This addendum will be sent via DocuSign and will require a signature from both parties. It supersedes the puppy preferences listed on the final page of this contract and identifies the specific puppy being purchased. All protections and language found in this contract apply to the puppy listed on that addendum. After any payment has been made, a receipt titled "Duke's Schnauzers Payment Receipt" will be generated by Breeder and sent to the Buyer.
10. Transaction history and notes written below do not alter in any way the terms of the contract above. They are merely notes written by the Breeder outlining Buyer's preferences, transportation arrangements, and documentation of monies exchanged.

General Provisions

1. **Notices.** Any notice required under this contract must be in writing and delivered by email to the Breeder at dukesschnauzers@gmail.com and to the Buyer at the email address the Buyer used to execute this contract or has otherwise provided to the Breeder. Notice is effective on the date sent. Each party is responsible for keeping the other informed of any change to their contact information.
2. **Entire Agreement.** This contract, together with the Spay Secure agreement, the Puppy Selection Addendum, and any other signed addenda, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, text messages, emails, and understandings, whether oral or written. No modification to this contract is effective unless made in writing and signed by both parties.
3. **Severability.** If any provision of this contract is held to be invalid, unenforceable, or void by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, shall be severed, and all remaining provisions shall continue in full force and effect.
4. **Governing Law.** The laws of the State of Tennessee shall govern the validity of this contract, without giving effect to its conflict of laws provisions, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. Where the law of the Buyer's state of residence provides consumer protections that cannot be waived by agreement, nothing in this contract is intended to waive those protections, and this contract shall be construed to give effect to them.
5. **Venue and Fees.** Breeder and Buyer agree that disputes arising out of or relating to this contract shall be brought exclusively in the courts of the State of Tennessee. The Breeder and Buyer consent and submit to jurisdiction in such courts and waive all rights to trial by jury, and if both parties agree, they can do nonbinding arbitration or mediation before trial. In the event either party shall seek enforcement of any covenant, warranty, or other term or provision of this contract, or seek to recover damages for the breach thereof, the party which prevails in such proceedings shall be entitled to recover reasonable attorney's fees and expenses actually incurred by it in connection therewith.
6. **Electronic Signatures and Counterparts.** This contract may be signed in counterparts and delivered electronically. Electronic and scanned signatures have the same force and effect as original signatures.

Purchase / Pre-Birth Waitlist — Buyer Preferences

The preferences below describe the puppy the Buyer hopes for. They are not a guarantee that such a puppy will be produced. A specific puppy is identified only on the signed Puppy Selection Addendum, which supersedes this page.

Breed: Miniature Schnauzer**Dam(s) Desired:** _____**Sire(s) Desired:** _____**Expected Birth Date (estimate only):** _____**Color(s) Preferred:** _____**Puppy Sex Desired: M/F****Waitlist Position:** _____**Registration: AKC, CKC, APRI****Registration: Full or Limited****Payment Summary****Purchase Price: TBD based on coat color, size, and transportation requirements.****Flight Nanny Fee (check one):** ____ \$600 via Standby Ticket ____ \$700 via Confirmed Ticket ____ N/A – Buyer is picking up**Buyer Airport Code:** _____**Deposit Due to Reserve Waitlist Position: \$** _____**Balance Due at Six Weeks of Age** _____ **(Initial of Buyer)**

Your deposit is applied toward the final purchase price — it is not an additional charge. The balance is the final purchase price plus any transportation fee, minus the deposit. A receipt will be sent for each payment as it is made.

By signing below, each party acknowledges that they have read this contract in full, have had the opportunity to ask questions, and agree to be bound by its terms.

Breeder's Signature: _____ **Date:** _____**Buyer's Signature:** _____ **Date:** _____

(END OF CONTRACT)

Transaction History/Notes: