



STARTED GUN DOG PURCHASE and TRAINING CONTRACT

This Started Gun Dog Purchase and Training Contract (hereinafter “Contract”) is executed this ____ day of _____, by and between the parties: Hightest Kennels (“HT”) and _____ (“Buyer”), whose address is _____, for the purchase of a Started Gun Dog (“Dog”) identified as indicated in Exhibit “A”.

In exchange of the mutual promises and covenants contained herein, and for the consideration listed herein, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed between HT and Buyer as follows:

1) Representations and Conditions that apply to Started Gun Dog

- a. The Dog is provided as a Started Gun Dog per HT Standards. At the present time, no national or other certification program exists that HT has knowledge of, and HT, in its sole and exclusive right, may modify or change standards at any time.
- b. The Dog has been recently examined by a licensed Veterinarian and found to be free of any known contagious diseases or any medical condition that would preclude its use as a Started Gun Dog.
- c. HT does guarantee that said Dog is free of life-threatening diseases or disabilities at time of receipt of Dog for a period of fifteen days. Buyer may, within fifteen business days following receipt, have Dog examined by a licensed Veterinarian (the post-delivery exam). If the Veterinarian concludes after the post-delivery exam that the Dog is not in good health, then Buyer may return the Dog to HT for a replacement dog of equal or greater value and comparable quality and training provided that:
 1. Buyer must notify HT within fifteen business days of receipt of Dog;
 2. Buyer shall send HT, via certified mail, a written Veterinarian Certificate from a licensed Veterinarian stating why Dog is in poor health;

3. Once original Dog is returned, HT will, at no additional cost to buyer, provide the replacement Dog, however the timing and availability of said replacement Dog is unpredictable and may be delayed by several months as a new Dog is acquired and undergoes training.
 4. HT will pay all costs and expenses required to return the Dog to HT and to provide replacement dog to Buyer.
- d. HT does guarantee the Dog to be free of all genetic health issues that prevents it from functioning as a Started Gun Dog, including hip and elbow dysplasia, to 26 months of age. If a licensed Veterinarian determines that the Dog has developed a genetic health issue that prevents it from functioning as a Started Gun Dog within the first 26 months of age Buyer may keep the Dog and receive another Dog of equal or greater value and comparable quality and training at no additional cost to Buyer for Dog. The timing and availability of said replacement Dog is unpredictable and may be delayed by several months as a new Dog is acquired and undergoes training.
 - e. Buyer may return the Dog to HT for a replacement Dog of equal value and comparable quality and training for any reason other than bad health within thirty (30) calendar days of receipt of Dog by Buyer. Buyer must return the Dog in the same condition and health as when received. Buyer must notify HT by certified mail within the first thirty (30) days after receipt of Dog that Dog is being returned, and Buyer will receive a replacement Dog of equal value and comparable quality and training. The timing and availability of said replacement Dog is unpredictable and may be delayed by several months as a new Dog is acquired and undergoes training. Buyer will pay all costs and expenses required to return the Dog to HT as well as shipping costs or travel expenses to receive the replacement Dog.
 - f. The Dog has been given all vaccinations required for its age at the time the Dog is received by Buyer. Buyer is solely responsible for keeping up with any required vaccinations, booster shots, etc., that the Dog requires for the remainder of the Dog's natural life.
 - g. Buyer acknowledges and agrees that Dog is being provided as a Started Gun Dog only, and HT makes no promises or guarantees regarding suitability, temperament, capability or fitness for any other use or purpose that Buyer may decide the Dog is capable of.
 - h. Buyer acknowledges that a Started Gun Dog requires continuous reinforcement of all trained behaviors and that this reinforcement is to be performed by Buyer as instructed by HT upon receipt of Dog by Buyer. Buyer's failure to reinforce behavior as instructed may result in the quality of Dog's services being reduced or eliminated and HT shall not be responsible for any decrease in services provided by Dog due to Buyers negligence, inability, or failure to follow through on instructions.
 - i. Buyer acknowledges and agrees that the Dog being provided is only a "pet quality" dog, with no guarantee that the Dog will show in conformation or is suitable for breeding purposes, or for any specific purpose or use other than that of a Started Gun Dog.
 - j. HT hereby relinquishes full ownership of Dog to Buyer. Upon receipt of Dog by Buyer, Buyer assumes full ownership of Dog and all responsibility for care and well-being of Dog,

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including, but not limited to, feeding, grooming, training, medical and dental care, and all other day to day requirements of the Dog.

- k. Buyer acknowledges and agrees that once Buyer receives Dog, HT is not responsible and does not guarantee any loss or injury to Dog from accidental or deliberate fire, theft, escape, sickness, death, or any other loss that is beyond the control of HT.
- l. Buyer acknowledges and warrants that they are not acting as an agent in this purchase and that this Contract is specifically for their own use of the Dog, or that of an immediate family member, and not for the marketing or resale of the Dog to a 3rd party. Buyer certifies that Dog will live with Buyer or with Buyer's immediate family, and that Buyer will provide a safe and secure environment for the Dog, including providing appropriate exercise and play time, nutritious food, health care, and companionship.
- m. Buyer acknowledges and agrees that the Dog is not being trained for, and that Buyer will not use Dog for, any activities which are illegal, or for which the Dog is not suited by reason of temperament, conformation, training, or abilities.
- n. Buyer acknowledges and agrees that Buyer is responsible for providing preventative health care for the Dog, including, but not limited to:
 - i. Routine examinations by a licensed veterinarian;
 - ii. Veterinarian recommended inoculations and Rabies vaccinations;
 - iii. Internal and external parasite preventatives and heartworm preventatives specific to the region in which Dog resides.
- o. Buyer agrees to notify HT immediately about any behavioral issues, training concerns, or any other issues or concerns that Buyer has related to the Dog's behavior and/or ability to function as a Started Gun Dog.
- p. Buyer acknowledges, agrees, and warrants that if Buyer should decide to sell, give, or relinquish Dog for any reason, Buyer shall not transfer dog to any animal shelter, pet store, guard dog business, medical research facility, or any household or facility that does not provide a safe and healthy environment for the Dog.
- q. Should Buyer decide to relinquish ownership of Dog back to HT for any reason, Buyer's duties and responsibilities under this Contract are deemed null and void with the exception of the payment for the Dog, which is non-refundable, and HT shall have no duty or responsibility to permit the relinquishment, or if the relinquishment is permitted, to compensate Buyer in any way, or any manner, even if Dog is eventually re-sold to another Buyer under another contract.
- r. Buyer acknowledges and agrees that the deposits paid under this Contract are non-refundable. Following receipt of Dog by Buyer and receipt of final payment, the entire amount paid to HT is non-refundable under any circumstance.
- s. Buyer acknowledges and agrees that Dog is a living animal with free will, and that all behavior, trained or untrained, may be subject to change over time, or based on situational

conditions the dog is facing at any given time.

3) Handlers Course Training Support

- a. Included at no additional charge and upon receipt of your Started Gun Dog is one day of hands-on instruction. This Handlers course includes instruction, demonstration and utilization of all trained behaviors and training reinforcement. To ensure the partnership between you and your Dog gets started off right, this training is suggested when you receive your Dog.

4) Follow-Up Training Support

Included are unlimited follow-up, hands-on training sessions at HT's facility for you and your Dog for all HT trained behaviors your Dog had when you received him/her. These training sessions are available free of charge and are scheduled at a mutually agreed upon time for your convenience. In addition, HT trainers remain available to assist you through phone or email consultation for the life of your Dog.

5) Dog Aggression Disclaimer

- a. Buyer acknowledges and agrees that Dog is a living animal with free will and that any dog can be provoked to behave aggressively or bite no matter what dog breed, temperament, or level of training is provided.
- b. Buyer acknowledges and agrees that Dog's behavior is subject to change over time or due to various stimuli, including, but not limited to, a change in personality or character of the Dog, including aggression.
- c. HT makes NO GUARANTEE that Dog will never behave aggressively and/or bite. Buyer should take appropriate precautions with Dog and supervise Dog at all times when other people and/or children and/or other animals are in the Dog's vicinity.
- d. Buyer acknowledges and agrees that once Buyer takes delivery of Dog from HT, that HT carries no responsibility for Dog's behavior and/or actions, including, but not limited to, any acts of aggression, such as biting, and Buyer assumes all risk of any kind related to Dog's behavior and/or actions.

6) Liability Release

- a. Buyer's acknowledgement of the representations and conditions and other terms specified in this Contract, including the Dog Aggression Disclaimer, provide Buyer with a full understanding and by executing this Contract, Buyer agrees that they fully understand all the terms and conditions herein and agree to abide by all the terms and conditions herein, and that Buyer agrees to waive any and all claims against HT and to indemnify and hold harmless, HT, and its officers, agents, employees, and owners, from any and all liability or claims Buyer may have, or that any other person or entity may have, because of any death, bodily injury, personal injury, or because of any loss to property that may arise out of or in any way be connected with, Dog's behavior, actions, or training.

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7) Miscellaneous Provisions

- a. This document and “Exhibit A” attached, and any other exhibit attached, constitute the entire understanding and Contract of the parties and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Each party to this Contract acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Contract shall be valid or binding on either party, except that any other written Contract dated concurrent with or after this Contract shall be valid as between the signing parties thereto.
- b. HT may, for any reason, terminate this Contract prior to delivery of Dog and provide Buyer with a full refund of all monies paid.
- c. No amendment, change, modification or alternation of this Contract shall be valid unless in writing and signed by both parties.
- d. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- e. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- f. Buyer expressly consents to the Personal Jurisdiction of the State of California for any lawsuit arising from or relating to this Contract. Buyer acknowledges that this Contract shall be governed under the Laws of the State of California and that Venue for any legal action is proper in the County of Butte, State of California.
- g. If any legal action is commenced or necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursement in addition to any other relief to which that party may be entitled under the law.
- h. Notice permitted or required to be given pursuant to this Contract shall be deemed to have been given when appropriate notice thereof has been validly given or served in writing and delivered personally or sent by registered or certified mail, postage prepaid, to the address of such party as set forth in this Contract, or to such other addresses as either party may hereafter designate to the other in writing.
- i. No provision of this Contract is for the benefit of, or shall be enforceable by, any creditor of any party hereto
- j. **In the event that either of the parties to this Contract brings an action at law or**

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equity arising from, related to, or as a result of this Contract or the relationship created by this Contract, or provides notice of breach, failure to comply, or default with any term of this Contract, and after providing notice of said dispute and obtaining a response remains unsatisfied with the result, may require that the matter be submitted to binding arbitration to be held in Butte County, California, and conducted under the rules of the American Arbitration Association utilizing the laws and rules in the local, county, state or national courts applicable to the matter submitted. The arbitrator shall assign the cost of arbitration to one or both of the parties.

- k. The parties agree that an electronic copy of this Contract, maintained in accordance with the Uniform Electronic Transaction Act, shall be binding on both parties and have the same effect as the original.
- l. Exhibit "A", attached to and incorporated fully herein to this Contract, contains specific terms regarding this Contract. Should a conflict exist between Exhibit "A" and any other term or condition in this Contract, the term in Exhibit "A" shall control.

This Contract is executed on this _____ day of _____, in the County of Butte, State of California, and by signing below, the Parties hereby agree and consent to any and all provisions of this Contract as contained herein, and acknowledge that they have read and understood all terms in this Contract, have been provided with sufficient time to read and review the Contract, to seek and obtain the advice and counsel of an attorney or other person(s), and that they execute this Contract freely and voluntarily.

Signature (HT) _____ Signature (Buyer) _____

Name: _____ Name: _____ Date: _____
(HT) (Buyer)

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EXHIBIT A

Exhibit "A" is attached and incorporated by reference therein, to the Started Gun Dog Purchase and Training Contract between Highest Kennels ("HT") and _____ ("Buyer"), dated _____. Contract purchase price is effective for one year from date of said contract.

<u>Identification of Dog</u> *Buyer initials when filled in: _____	
Name of Dog: _____	DOB: _____
Description/Breed of Dog: _____	
Microchip Number of Dog: _____	
*Buyer's Signature: _____	

<u>Purchase Price of Dog and Training</u>	
Price of Training:	+ \$ _____.
Price of Puppy:	+ \$ _____.
Total Deposit Paid (on acceptance):	- \$ _____.
Equals Balance Due at Delivery:	\$ _____.
Total Purchase Price of Dog () + CA Tax (7.25%)**	\$ _____.
<p>Deposit payment may be made by Personal Check (PC) or Cashier's Check (CC). Shipping charges are not included in the pricing reflected above; additional charges will apply. Final payment of the full "Balance Due at Delivery" must be made prior to delivery of Dog to Buyer. Final payment may be made by Cashier's Check (CC) or Wire Transfer (WT) into Highest Kennels' account at Tri Counties Bank. ** Tax applicable if owner takes possession of the dog in the State of California. If the owner does not take possession of the dog in the State of California, tax is not applicable.</p>	
Receiving Bank Information:	Tri Counties Bank 1180 Oro Dam Blvd E. Oroville, CA 95965
Account Name: Highest Kennels, INC. Routing Number: 121135045 Account Number: Call for info.	

*Once Dog is identified for this Contract, HT will fill in the "Identification of Dog" section above and Buyer will initial above in "Identification of Dog" section.
By signing above and initialing below, HT and Buyer agree to all terms and conditions stated in this exhibit.

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