

Sale of Dog(s) Agreement

This Sale of Dog(s) Agreement, dated as of _____ (this "**Agreement**"), is entered into between Parrish Farm, Inc. d/b/a Royal Cupids Of York, Yorkshire Terriers, a Virginia corporation ("**Seller**"), and _____ ("**Buyer**"). Buyer and the Seller may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Sale of Dog(s). Seller shall sell to Buyer and Buyer shall purchase from Seller the dog(s) (the "**Dog**") set forth on Exhibit A.

2. Price and Payment.

(a) Buyer shall purchase the Dog from Seller at the price[s] (the "**Price[s]**") set forth in Exhibit A, and Buyer shall provide Seller with a deposit in the sum set forth in Exhibit A. All Prices are exclusive of all sales and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all, if any, such charges, costs, and taxes.

(b) The deposit amount identified in Exhibit A is nonrefundable, but it can be transferred to a different litter during the next three years from the date of execution of this Agreement. The deposit is due at the time of the execution of this Agreement. The balance of the Price remaining is due at the time of pickup of the Dog or prior to Seller shipping the Dog to Buyer. Buyer shall remit payment in the form of a personal check, cashier's check, wire transfer, or through Zelle or Venmo.

3. Delivery.

(a) Upon Buyer's request, the Dog will be shipped and delivered within a reasonable time after the date of this Agreement. If the Dog has yet to be born at the time of the execution of this Agreement, upon Buyer's request, the Dog will be shipped and delivered within a reasonable time after the Dog turns ten (10) weeks old. Seller shall not be liable for any delays, loss or injury in transit.

(b) Upon Buyer's request, Seller shall deliver the Dog to Buyer's location set forth on Exhibit A (the "**Delivery Point**") using Seller's standard methods for shipping and delivery. Buyer shall be responsible for all costs associated with the shipping and delivery of the Dog, and Buyer shall pay all shipping and delivery costs prior to the shipping of the Dog.

(c) If Buyer fails to pickup the Dog from Seller or arrange for Seller to ship and deliver the Dog by the "Final Date to Arrange Pickup or Delivery" set forth in Exhibit A, Seller shall have the right to terminate this Agreement and sell the Dog to another customer. The Buyer shall be limited to transferring the deposit to a different litter during the next three years from the date of execution of this Agreement.

(d) Seller shall have the right to charge Buyer a boarding fee of One Hundred Dollars (\$100.00) per day from the date of final date to pick up per page 8 of this Agreement until the Dog is picked up or shipped to Buyer.

4. Title and Risk of Loss. Title and risk of loss pass to Buyer upon delivery of the Dog to Buyer.

5. Final Sale and Returns.

(a) Buyer agrees that the Dog meets its breed standard for its age and Buyer is completely satisfied with the Dog's conformation and outward appearance. Buyer waives all claims related thereto.

(b) The sale and purchase of the Dog is final. Buyer may return the Dog only if Buyer and Seller have agreed to the return in writing. In the event Buyer and Seller agree to a return, Buyer will not be entitled to a refund of the Purchase Price or any other form of monetary compensation. Buyer will not be eligible to return the Dog if the Dog is neutered, spayed, injured, or altered in any way.

(c) Buyer is responsible for all shipping and delivery costs associated with the return of the Dog to Seller.

6. Registered Name. Buyer agrees upon purchase of the Dog that the Dog will be registered with the Dog's registered name followed by a name of Seller's choosing.

7. Nonconforming Dog.

(a) Buyer shall inspect the Dog upon receipt. Buyer shall immediately notify Seller in writing if the Dog is Nonconforming and furnish such written evidence or other documentation as required by Seller. "**Nonconforming Dog**" means the dog(s) picked up or shipped and delivered to Buyer is different than the Dog identified in this Agreement.

(b) If Buyer timely notifies Seller of a Nonconforming Dog, Seller shall replace such Nonconforming Dog with the conforming Dog. Buyer shall drop off or ship, at its expense and risk of loss, the Nonconforming Dog to Seller's facility located in Virginia. Seller shall, after receiving the Nonconforming Dog from Buyer, allow Buyer to pick up, or at Buyer's request, ship to Buyer, at Buyer's expense and risk of loss, the conforming Dog to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of a Nonconforming Dog.

8. Warranties.

(a) Seller warrants that as of the date of the execution of this Agreement, the Dog is in good health and free of communicable diseases and up to date on all internal and/or external parasites prevention treatments. Seller will provide Buyer the Dog's veterinary record of examination, shots, and deworming at the time Buyer picks up the Dog or Seller ships the Dog. Buyer shall have ten (10) days from the date of pick up or delivery of the Dog to have the Dog examined by a veterinarian for the presence of serious contagious or genetic diseases that shall prevent the Dog from living a reasonably comfortable life and serving as a family pet. If the examination reveals the existence of a serious congenital or genetic disease(s), Buyer shall make a written claim to Seller prior to the expiration of the ten (10) day period. Buyer shall submit proof of inspection and any supporting evidence from the veterinary examination along with the written claim. Seller shall have its veterinarian review the claim and supporting evidence.

(b) If Seller's veterinarian determines the Dog has a genetic or congenital disease that will prevent the Dog from living a reasonably comfortable life and serving as a family pet, Buyer can request that Seller replace the Dog with another dog of the same sex and grade or that

Seller refund Buyer the Price paid. If, however, Buyer submits a claim to Seller after the ten (10) day period lapses, but before the Dog turns twelve (12) months old, then Buyer shall be limited to requesting a replacement dog of the same sex and grade or purchasing a second dog at half price. Buyer, however, will not be eligible to receive a replacement dog if the Dog is neutered, spayed, injured, or altered in any way. Buyer is responsible for all shipping and delivery costs associated with the return of the Dog to Seller and the shipping and delivery of the replacement dog.

(c) The Seller shall not be liable for a breach of the warranty set forth in Section 8(a) unless Buyer submits a written claim to Seller as set forth in section 8(a).

(d) THE REMEDIES SET FORTH IN SECTION 8(b) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(a).

(e) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE DOG, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(f) NOTICE: The sale of dogs and cats is subject to the provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.). In the event that a licensed veterinarian certifies your animal to be unfit for purchase within 10 days following receipt of your animal, or within 14 days following receipt if the animal is infected with parvovirus, you may choose: (i) to return your animal, or in the case of an animal that has died, the veterinary certification, and receive a refund of the purchase price including sales tax; or (ii) to return the animal and receive an exchange animal of your choice of equivalent value. In the case of an animal purchased from a pet shop or a USDA licensed dealer, you also may choose to retain the animal and receive reimbursement of the cost of veterinary certification and veterinary fees in an amount up to the purchase price of the animal. In order to exercise these rights you must present a written veterinary certification that the animal is unfit to the pet dealer within three business days after receiving such certification. If the pet dealer has promised to register your animal or to provide the papers necessary therefor and fails to do so within 120 days following the date of contract, you are entitled to return the animal and receive a refund of the purchase price or to retain the animal and receive a refund of an amount not to exceed 50 percent of the purchase price.

9. Buyer's Obligations.

(a) Buyer agrees to provide the Dog with routine preventative health care, including, but not limited to, inoculation, internal and external parasites and heartworm prevention medications.

(b) Buyer agrees to provide the Dog with proper exercise and nutrition to maintain the Dog's proper weight and physical shape. Proper nutrition shall consist of top-quality food, including, but not limited to, meat, fish, oatmeal, vegetables, fruits, berries, vitamins, and supplements. Proper nutrition shall not include kibble foods with artificial preservatives, "meals" ingredients, and fillers. Vitamin E is an acceptable preservative.

(c) Buyer agrees the Dog will not be left in a backyard or kennel. Buyer has entered into this Agreement with the knowledge and understanding that the Dog is intended to be used as a family pet and cared for accordingly. Buyer and Seller intend for the Dog to become a part of

Buyer's family, which is important to the proper development and maintenance of the Dog's temperament.

(d) Buyer agrees Seller shall have the right to repossess the Dog if the Seller is made aware that the Dog is being neglected or abused. Buyer shall be solely responsible for all costs associated with Seller's repossession of the Dog.

10. Photographs and Awards. Buyer agrees to provide Seller with quality photographs of the Dog, which Seller may use for advertising. Buyer agrees to provide Seller with photocopies of all awards and critiques the Dog receives. Buyer shall also provide Seller with the names of the judge(s) and the club that sponsored each show. Buyer agrees Seller may use the photographs and particulars of qualifying awards for advertising.

11. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE DOG SOLD HEREUNDER.**

12. Indemnification. Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party, relating to/arising out of or resulting from any claim of a third party arising out of or occurring in connection with the Dog purchased from Seller or Buyer's negligence, willful misconduct or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

13. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; or (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part.

14. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous

understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below. Unless otherwise agreed herein, all notices must be delivered by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Seller: Royal Cupids of York
Email: info@royalcupidsofnyork.com

Copy to: Zach Miller, Esq.
McClanahan Powers, PLLC
8133 Leesburg Pike, Suite 130
Vienna, Virginia 22812
Email: zmillermcpllegal.com

Notice to Buyer: Attention: _____
Address: _____

16. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Amendments. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

18. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Buyer's rights under Section 7 and Section 8 are Buyer's exclusive remedies for the events specified therein.

20. Assignment. Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation or subcontract in violation of this Section shall be null and void.

21. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

22. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

24. Attorney's Fees. In the event that it shall be necessary for the Parties to institute legal action to enforce any of the terms or conditions or provisions contained herein, or for any breach thereof, Seller shall be entitled to recover its costs and reasonable attorneys' fees from the Buyer regardless of outcome.

25. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the Commonwealth of Virginia sitting in Fairfax County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the Commonwealth of Virginia sitting in Fairfax County. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

27. Force Majeure. Any delay or failure of Seller to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities, natural instincts based acts of dogs or natural dogs physiology causes resulting in damages and delays).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Parrish Farm Inc. d/b/a Royal Cupids Of York

Yorkshire Terriers

By _____

Name: Alena Bennett

Title: President

Buyer

By _____

Name:

EXHIBIT A

- Dog
 - Breed: Yorkshire Terrier
 - Sex: Male
 - Whelped:
 - Sire: Gizmo Von Wisenbaker
 - Dam: Miss Marple Made in Superior
 - Registered name of puppy(ies): from Royal Cupids Of York

- Delivery Point: picked up in person
- Final Date to Arrange Pickup or Delivery:
- Price:
- Deposit: N/A
- Balance Due: N/A