**Puppy Adoption Agreement**

 This Puppy Adoption Agreement (the “Agreement”) dated \_\_/\_\_/\_\_\_\_ is between Branch Creek Kennels, LLC, a North Carolina Limited Liability Company (the “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Buyer”).

**Background**

 The Seller and the Buyer have Executed this Agreement on \_\_/\_\_/\_\_\_\_. Upon the execution of this document on the date, Buyer agrees to pay Seller $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Seller agrees to Deliver to Buyer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Puppy”) upon maturity and health examination of the Puppy.

**Article 1 – Definitions**

 **1.1 Defined Terms.** As used in this Agreement, terms defined in the preamble and recitals of this Agreement have the meanings set forth therein, and the following terms have the meanings set forth:

**“Agreement”** means this adoption agreement.

 **“Congenital Health Conditions”** means the following conditions: (1) overbite, (2) heart murmur, (3) luxating patellas, and (4) cryptorchid.

 **“Delivery”** means the physical delivery of the Puppy.

 **“Deworm”** means use of medication to remove worms from the Puppy before Delivery.

 **“Execution”** means the date of the signing of this Agreement.

 **“Feed”** means feedings of a regular diet three times a day.

 **“House”** means provision of appropriate shelter for a puppy in an adequately sized pen.

 **“Laws”** means all federal, state, local or foreign laws, rules and regulations to which the Buyer or Seller are subject.

 **“Socialization”** means appropriate exposure to other dogs, animals and people.

 **“Veterinarian”** means a licensed veterinary medicine provider in the state of North Carolina of the Seller’s choosing.

**Article 2 – Purchase and Sale**

 **2.1 Sale of the Puppy.** Upon execution of this Agreement, Buyer will deliver a deposit of $\_\_\_\_\_\_\_\_\_\_. Upon Delivery of the Puppy, Buyer will supply an additional payment of $\_\_\_\_\_\_\_\_\_\_. Seller will then sell, transfer, assign, convey, and deliver the Puppy to the Buyer, and the Buyer shall purchase, accept, and acquire the Puppy from the Seller.

 **2.2 Purchase Price.** The purchase price is

1. $\_\_\_\_\_\_\_\_\_\_, consisting of

(i) $\_\_\_\_\_\_\_\_\_\_, paid upon execution of this Agreement as a deposit.

(ii) $\_\_\_\_\_\_\_\_\_\_, paid upon Delivery of the Puppy.

1. Buyer is to assume all liabilities arising on or after Delivery of the Puppy.

**2.3 Delivery.** Delivery is to occur on or about \_\_/\_\_/\_\_\_\_, or such other date as to which the Seller chooses, but no later than \_\_/\_\_/\_\_\_\_. Delivery will take place at a location of the Seller’s choosing.

**Article 3 – Representations and Warranties of the Seller**

The Seller represents and warrants to the Buyer as follows:

 **3.1 Organization Good Standing.** The Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of North Carolina, with all requisite power and authority to own and sell its property.

 **3.2 Authority.** The Seller has full power, authority and legal right to execute, deliver, perform its obligations under this Agreement and to consummate the transactions contemplated hereunder, and has taken all necessary action to authorize the purchase hereunder on the terms and conditions of this Agreement and to authorize the execution, delivery and performance of this Agreement.

 **3.3 Enforceability.** This Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid, and binding obligation of the Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws from time to time in effect, which affect the enforcement of creditors’ rights in general and by general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

 **3.4 Noncontravention.** Neither the execution and the delivery of this Agreement by Seller, nor the consummation of the transactions contemplated hereby, will (i) conflict with or result in any violation of the certificate of incorporation or the bylaws of the Seller, (ii) result in the violation of any Law or Order applicable to the Seller or any of its assets, or (iii) will conflict with, result in the breach of (with or without notice or lapse of time or both), or constitute a default under (with or without notice or lapse of time or both) any contract to which the Seller is a party or to which the Seller or its assets is subject.

 **3.5 Governmental and Other Consents, etc.** No consent, approval, or authorization of or designation, declaration, or filing with any governmental authority or other persons or entities on the part of the Seller is required in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

 **3.6 Condition of Property.** The Seller represents that the Puppy will be free from known Congenital Health Defects as confirmed by a Veterinarian visit prior to eight weeks old.

 **3.7 Law Compliance.** The Seller has complied with and is not in default under any Laws the violation of which could have material adverse effect on the business, properties, assets, or operations, or on the condition, financial or otherwise, of the Seller. Seller agrees to comply in all material respects with any Law the violation of which could have a material adverse effect on the Seller.

**Article 4 – Representations and Warranties of the Buyer**

 The Buyer represents and warrants to the Seller as follows:

 **4.1 Identity.** The Buyer is an individual named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at the following address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **4.2 Authority.** The Buyer has full power, authority, and legal right to execute and deliver, and to perform its obligations under this Agreement and to consummate the transactions contemplated hereunder and has taken all necessary action to authorize the purchase hereunder on the terms and conditions of this Agreement and to authorize the execution, Delivery and any other performance required under this Agreement. This Agreement has been duly executed by the Buyer, and constitutes a legal, valid, and binding obligation of the Buyer enforceable against Buyer in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws from time to time in effect, which affect the enforcement of creditors’ rights in general and by general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

 **4.3 Breeding.** Seller retains all rights to breeding. Buyer agrees and warranties that the Puppy will not be used for the purposes of breeding.

 **4.4 Rehome and Abandonment.** Buyer agrees and warranties not to rehome or abandon the Puppy. If the Buyer must sell the Puppy, then Buyer agrees to offer a right of first refusal to Seller.

 **4.5 Social Media.** Buyer agrees and warranties that Buyer is prohibited from posting any confidential, financial, sensitive or proprietary information, or transaction related content about the Seller. This prohibition applies to all forms of social media including, but not limited to: blogs, Facebook, Twitter, LinkedIn, YouTube, Tumblr, and Instagram. Content regarding the Seller that is truthful, accurate, and respectful may be posted if it is approved in advance, in writing, by the Seller in each and every instance. Buyer represents themselves, not the Seller, when participating in social media. Buyer further represents that Buyer is not speaking on behalf of the Seller unless authorized by writing.

**Article 5 – Covenants of the Seller**

 The Seller agrees that from the date the Seller executes this Agreement until Delivery, the Seller shall do the following:

 **5.1 Cooperation.** To use its commercially reasonable efforts to cause the sale contemplated by this Agreement to be consummated, and, without limiting the generality of the foregoing, to obtain the consents, permits and licenses that may be necessary or reasonably required in order for the Seller to affect the transactions contemplated hereby.

 **5.2 Maintenance of the Property.** To maintain the Puppy in good health, by providing Vaccination, Deworm, Feed, House, and Socialization.

**Article 6 – Covenants of the Buyer**

 The Buyer agrees that from the date the Buyer executes this Agreement until Delivery, the Seller shall do the following:

 **6.1 Cooperation.** To use its commercially reasonable efforts to cause the sale contemplated by this Agreement to be consummated, and, without limiting the generality of the foregoing, to obtain the consents, permits and licenses that may be necessary or reasonably required in order for the Buyer to affect the transactions contemplated hereby.

**Article 7 – Conditions to the Seller’s Obligations**

 The Seller is obligated to consummate the transactions that this Agreement contemplates only if each of the following conditions has been satisfied or waived on or before Delivery.

 **7.1 Buyer’s Representations and Warranties.** The representations and warranties of the Buyer set forth herein shall be true in all material respects on and as of the Delivery date, except as affected by transactions contemplated or permitted by this Agreement.

 **7.2 Buyer’s Covenants.** The Buyer shall have performed all its obligations and agreements and complied with all its covenants contained in this Agreement to be performed and complied with by the Buyer prior to the Delivery date.

**Article 8 – Conditions to the Buyer’s Obligations**

 The Buyer is obligated to consummate the transactions that this Agreement contemplates only if each of the following conditions has been satisfied or waived on or before Delivery.

 **8.1 Seller’s Representations and Warranties.** The representations and warranties of the Seller set forth herein shall be true in all material respects on and as of the Delivery date, except as affected by transactions contemplated or permitted by this Agreement.

 **8.2 Buyer’s Covenants.** The Seller shall have performed all its obligations and agreements and complied with all its covenants contained in this Agreement to be performed and complied with by the Buyer prior to the Delivery date.

**Article 9 – Termination**

 **9.1 Seller’s Right to Terminate.**

1. **Grounds for Termination and Notice of Termination.** The Seller may send a notice to the Buyer regarding this Agreement’s termination if any one or more of the following events has occurred on or before Delivery.
2. **Buyer’s Representations and Warranties.** The condition stated in Section 7.1 has not been satisfied or waived.
3. **Buyer’s Covenants.** The condition stated in Section 7.2 has not been satisfied or waived.
4. **Breeding.** The representation and warranty stated in Section 4.3 has been violated.
5. **Rehome and Abandonment.** The representation and warranty stated in Section 4.4 has been violated.
6. **Social Media.** The representation and warranty stated in Section 4.5 has been violated.
7. **Effective Date of Termination.** If the Seller sends a notice regarding this Agreement’s termination as permitted by Section 9.1(a), the Agreement terminates on the day the Buyer receives the notice.
8. **Termination under Sections 9.1(a)(i) and 9.1(a)(ii).**
9. **Consequences of Termination.** On termination of this Agreement under these Sections 9.1(a)(i) and 9.1(a)(ii), neither party has any further rights or obligations under this Agreement, except for the Seller’s rights and the Buyer’s obligations arising from any Buyer misrepresentation, breach of warranty, or breach of covenant.
10. **Termination under Sections 9.1(a)(iii), 9.1(a)(iv), and 9.1(a)(v).**
11. **Consequences of Termination.** On termination of this Agreement under these Sections 9.1(a)(iii), 9.1(a)(iv), and 9.1(a)(v), Buyer agrees to pay damages totaling $9,000 and return the Puppy to the Seller.

**9.2 Buyer’s Right to Terminate.**

1. **Grounds for Termination and Notice of Termination.** The Buyer may send a notice to the Seller regarding this Agreement’s termination if any one or more of the following events has occurred on or before Delivery.
2. **Seller’s Representations and Warranties.** The condition stated in Section 8.1 has not been satisfied or waived.
3. **Seller’s Covenants.** The condition stated in Section 8.2 has not been satisfied or waived.
4. **Effective Date of Termination.** If the Buyer sends a notice regarding this Agreement’s termination as permitted by Section 9.1(a), the Agreement terminates on the day the Seller receives the notice.
5. **Consequences of Termination.** On termination of this Agreement under these Sections 9.1(a)(i) and 9.1(a)(ii), neither party has any further rights or obligations under this Agreement, except for the Seller’s rights and the Buyer’s obligations arising from any Buyer misrepresentation, breach of warranty, or breach of covenant.

**Article 10 – General Provisions**

 **10.1 Assignment and Delegation.** Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party.

 **10.2 Merger.** This Agreement states the final and exclusive agreement between the Buyer and the Seller regarding the transaction that this Agreement contemplates. It supersedes all previous negotiations and agreements.

 **10.3 Counterparts.** The parties may execute this Agreement in counterparts, each of which is an original, but all of which constitute only one agreement between the parties.

 **10.4 Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from the Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

 **10.5 Governing Law.** The laws of North Carolina, without regard to its conflict of laws principles, govern all matters arising under or relating to this Agreement, including torts.

 **10.6 Notice.** The parties must send all notices in writing. No notice is deemed received until the addressee has received it.

 To evidence the parties’ agreement to this Agreement, they have affixed their signatures to this Agreement below.

**Seller Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_/\_\_/\_\_\_\_

Jill Karpik, Owner of Branch Creek Kennels, LLC

**Buyer Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_/\_\_/\_\_\_\_

Buyer