

LIMITED PET AGREEMENT: FOR INFORMATION AND ACKNOWLEDGMENT ONLY.

RETAILER PET REF: PSF.00295	OWNER NAME:
STORE: Smart Puppies For Sale, Inc.	DATE OF PURCHASE:
MICROCHIP #:	OWNER EMAIL:
BREED:	OWNER PHONE:
Address: 501 Summer St, Stamford, CT 06901	Address:

WRITTEN NOTICE OF CONSUMER REMEDIES REQUIRED TO BE SUPPLIED BY PET DEALERS:

NOTICE sec. 22-344b. Pet shop required to have dogs and cats examined by veterinarian. Replacement or refund. Statement of customer rights. Penalty.

(a) A pet shop licensee shall, prior to offering a dog or cat for sale and thereafter at intervals of fifteen days until such dog or cat is sold, provide for examination of such dog or cat by a veterinarian licensed under chapter 384. Such licensee shall maintain a record of the veterinary services rendered for each dog or cat offered for sale.

(b) (1) If, (A) within twenty days of sale, any such dog or cat becomes ill or dies of any illness which existed in such dog or cat at the time of the sale, or (B) within six months of sale, any such dog or cat is diagnosed with a congenital defect that adversely affects or will adversely affect the health of such dog or cat, such licensee shall: (i) Reimburse such consumer for the value of the actual services and medications provided to such dog or cat by any veterinarian licensed pursuant to chapter 384 for the treatment of such illness or congenital defect upon the presentation by such consumer to such licensee of a certificate from such veterinarian that such dog or cat suffers or suffered from such illness or congenital defect, provided such reimbursement shall not exceed (I) the full purchase price of such dog or cat for any dog or cat purchased for five hundred dollars or more, and (II) five hundred dollars for any dog or cat purchased for less than five hundred dollars. No licensee may require the consumer to return such dog or cat to such licensee to receive such reimbursement, or (ii) at the option of such consumer, replace the dog or cat or refund in full the purchase price of such dog or cat: (I) In the case of illness or such congenital defect, upon return of the dog or cat to the pet shop and the receipt of a certificate from a veterinarian licensed under chapter 384 and selected by the consumer, stating that the dog or cat is ill from a condition which existed at the time of sale, or suffers from such congenital defect, and (II) in the case of death, the receipt of a certificate from a veterinarian licensed under chapter 384 and selected by the consumer, stating that the dog or cat died from an illness or a congenital defect which existed at the time of sale. The presentation of such certificate shall be sufficient proof to claim reimbursement or replacement and the return of such deceased dog or cat to the pet shop shall not be required. Any such consumer may seek the assistance of the Commissioner of Agriculture in the event that the licensee fails to reimburse such consumer in accordance with the provisions of this subsection. No such refund or replacement shall be made if such illness or death resulted from maltreatment or neglect by a person other than the licensee or such licensee's agent or employee. A licensee shall not be subject to the obligations imposed by this subsection for the sale of a cat where such cat has been spayed or neutered prior to its sale.

(2) Each pet shop licensee who sells dogs or cats shall post a statement of customer rights pursuant to this section in a location that is readily visible to the public and also provide a copy of such statement to any purchaser of a dog or cat at the time of purchase. The commissioner shall prescribe the content of such statement. Any statement of customer rights posted pursuant to this section shall be printed in black lettering of not less than twenty point size upon a white background. Any licensee who violates the provisions of this subdivision shall be fined two hundred fifty dollars.

(c) Any licensee who violates any provision of subsection (a) or subdivision (1) of subsection (b) of this section shall be fined not more than five hundred dollars. Any fine assessed pursuant to this subsection for a failure to reimburse a consumer, as described in subsection (b) of this section, shall not preclude or be in lieu of any such reimbursement.

*** If the law says anything different, the law applies

This Limited Pet Purchase Contract is made between Smart Puppies For Sale, Inc. limited liability company ("SPFS, Retailer, Dealer"), and the individual purchasing the pet pursuant to this Agreement ("Customer" and collectively, with SPFS, the "Parties") for the purchase of the pet identified by the Parties (the "pet").

The pet is sold as-is, and Retailer makes no representations, warranties, covenants, agreements or guarantees other than what is expressly stated in its Written Notice of Consumer Remedies Required To Be Supplied By Pet Dealers ("Written Notice") and the Limited Pet Purchase Contract ("Purchase Contract.") Retailer warrants this pet to the original purchaser only, this contract is null and void if the pet is sold, traded or no longer in possession of the original purchaser. If at any time the Purchase Contract conflicts with the Written Notice and/or any local, state, and/or federal laws, the laws and Written Notice shall govern and control.



1. Overview

Each pet has been vet checked before being sold. There are no refunds or exchanges for any pet(s) sold whatsoever. You must take your pet to the vet in the first 4 (four) business days or this contract becomes null and void excluding the section sec. 22-344b directly above.”

If the pet is given a clean bill of health; the pet then becomes the buyer's responsibility for all future vaccinations and routine maintenance of that pet. Ear mites, worms, giardia, and coccidia are not serious health problems if treated and are not covered.

Hypoglycemia (low blood sugar) is considered a serious health concern, but is excluded from this contract as this is generally caused by too much activity and/or too little food and is within your control as the pet's owner.

The Retailer has taken every step possible to sell a healthy pet, but sometimes when a pet goes home it can develop an upper respiratory infection, more commonly known as kennel cough.

Retailers also warrant your pet to be free of distemper, hepatitis, coronavirus, and canine influenza prior to being sold (rehomed).

2. Limited 10(Ten) Year Hereditary and Genetic Warranty

Retailer also warrants your pet ten (10) years from the date of receipt against hereditary and congenital disorders that may interfere with your pet's ability to lead a normal life by offering a full store credit of the purchase price of the pet (excludes taxes, service fees, and merchandise).

If the hereditary issue is minor and can be fixed with a simple surgery or medication, Retailer will reimburse up to 25% at your veterinarian of choice but for treatment only, not diagnostic testing and not to exceed the purchase price of the pet (excludes taxes, service fees, and merchandise) only as another option if none of our veterinarian options are chosen.

Allergies and cancer(s) are not covered under this Purchase Contract.

Retailers reserve all rights to decide if the issue(s) are, in fact, minor. Retailer must receive a letter from a

licensed vet stating the health problem or a necropsy from the Connecticut Department of Agriculture and Consumer Services (VDACS) if the hereditary issue is not deemed minor. Diagnostic testing is not covered as part of this section.

Bulldogs or Bulldog mixes, french bulldogs are excluded from warranty. While Retailer makes all efforts for healthy Bulldogs and Bulldog mixes, these breeds are considered genetically predisposed. All Customers are strongly advised to consult with a veterinarian or other professional regarding if a Bulldog or Bulldog mix is the right pet choice.

3. Pet Registration

For registry papers, buyer may be called usually within one (1) to four (4) days by Third Party Pet (TPP) to provide information to registry company, Third Party Pet, for either AKC or AKC Canine Partners registration. Your pet may be eligible for dual registration with a different non-AKC registry. This is the owner's responsibility to transfer registration papers and/or complete registration for the non-AKC registry. If chosen to do so, owner is responsible for contacting Third Party Pet for arrival of your pet's registration papers.

4. Pet Quality, DNA, Training, Behavior, Allergies

There is no warranty expressed for training or behavior problems, allergies for either the client or the pet, physical pet characteristics, and/or DNA tests results of hybrid and purebred pets. Retailer also does not warrant that you will be able to use your pet for showing or breeding purposes, all puppies are sold as pet quality only. Pet may be spayed or neutered. Retailer specifically disclaims any liability related to the appearance, temperament, personality, size, weight, color, allergies, and compatibility with breed standards. This section shall govern and control over the "Limited 10 (year) Year Hereditary and Genetic Warranty."

5. Lifetime Promise to Pet

Customer agrees to care for pet for its entire lifetime. If unforeseen circumstances arise, Customer is required to contact Retailer's support team immediately for assistance. If a return is approved by retailer, it will be on a surrender basis only with no refund or credit, and Customer will be responsible for all related costs up to purchase price. Upon any such surrender, Retailer shall use commercially reasonable efforts to find a new home for the pet.

6. Hypoglycemia

Hypoglycemia, or low blood sugar, is a disorder caused by inadequate sugar in the blood stream. It is most commonly seen in small, toy, and/or teacup sized puppies. Tiny puppies are more susceptible as they are easily exhausted and their limited reserves of energy can be depleted. Watch your pet's activity level. Remember, they are babies and should be allowed plenty of rest. We recommend for every ½ hours of playtime allow 3 hours rest in kennel, crate, and/or quiet area with no disturbance and under supervision.

Supervise socialization with children. Children are likely to hurt pet without knowing and possibly can over exert pet. Ensure you are covered if your pet gets hurt by double checking that your AKC Pet Insurance Certificate has been activated. If pet gets hurt, the Retailer will not cover you but your AKC Pet Insurance could, if activated, and based on their terms, conditions, and waiting period.

A hypoglycemic pet may act one or more of the following ways: "droopy," stagger, look glassy-eyed, tremble, fall unconscious, seizure, loss of appetite, lethargy (low energy), slow response time, unusual behavior, Polyuria (increased urination), Polydipsia (increased thirst), and/or partial paralysis of hind quarters.



At this point, your pet must have some nourishment. Try adding a little warm water to the dry food. Try adding a little beef or chicken broth. Try adding a little canned pet food to the dry food. Cook a little

hamburger and rice.

Going to a new home is very stressful for puppies, so it is very important that they eat often and drink plenty of water. We recommend supplementing their diet with *Nutra drops* and *Nutri Cal*, especially after exercising and playtimes. Do not overdose your pet to either supplement as this can cause hyperactivity, diarrhea, dehydration and other serious health concerns.

Pay attention to your pet's feces. It is not uncommon for the stool to be a little soft for the first 48 hours. Should any mucous or diarrhea occur **it could be life threatening if left untreated leading to Hypoglycemia.**

7. Canine Cough¹

One of the common problems for boarding kennels today is caused by a much misunderstood dog disease called "canine cough," tracheobronchitis or often improperly referred to as "kennel cough." As a dog owner you should be aware of some of the facts about this disease.

What is "canine cough"?

Infectious tracheobronchitis is a highly contagious upper respiratory disease, which is spread by an airborne virus. The incubation period of the disease is roughly 3 to 7 days. The main symptom is a gagging cough, sometimes accompanied by sneezing and nasal discharge, which can last anywhere from a few days to several weeks. Although this coughing is very annoying, it does not usually develop into anything more serious. However, just as with the common cold, it can lower the dog's resistance to other diseases making your pet susceptible to secondary infections. Because of this, your pet must be observed closely to avoid complications.

¹**Information provided by ABKA-American Boarding Kennel Association**

How is it cured?

Just as in the case of the common cold, tracheobronchitis is not "cured", but must run its course. Many times antibiotics will be prescribed to reduce excessive coughing, but these medications do not attack the disease itself.

Does tracheobronchitis occur only in kennels?

No. Since these viruses can be present anywhere and can travel for considerable distances through the air, they can affect any dog...even one which never leaves its own backyard. But tracheobronchitis is more likely to occur when the concentration of dogs is greater such as at dog shows, kennels, veterinarian offices and hospitals, as well as pet shops. Dogs can also be exposed while running loose or while being walked near other dogs.

Aren't the chances of catching it greater when a dog is in a kennel?

Yes...because in a kennel, a dog encounters two conditions which do not exist at home...proximity to a number of potentially contagious dogs and the stress and excitement of a less familiar environment, which can result in lowered resistance to disease (these same factors explain why children are more likely to catch the flu in school rather than at home.) The more frequently a dog boards at a kennel, the better the chances that he will acquire immunity to the disease. Even during a widespread outbreak, only a small percentage of exposed dogs are affected.

Are these viruses a constant problem?

No. Tracheobronchitis, like the flu, is often seasonal. It also tends to be epidemic. When veterinarians begin to see cases, they normally come from every kennel in town, as well as from individual dog owners whose dogs were not kenneled at all. When the outbreak is over, they might not see another case for months.

Can my dog be vaccinated to protect him against tracheobronchitis?

The first vaccination, called the parainfluenza vaccine is recommended as early as 6 weeks of age. These new vaccines can be administered separately or in conjunction with the DHL vaccine. An annual booster is recommended for all dogs. It must be noted, however, that these parainfluenza vaccines do not protect against

all strains of the disease. The final decision should, of course, be left to your veterinarian. The vet is in the best position to recommend a vaccination program for your pet.

8. Agreement to Arbitration & Class Action Waiver

Instead of suing in court, Customer and Retailer agree that the exclusive means for resolving any dispute, controversy or claim arising out of, or relating to, this agreement, or customer's interaction with or relationship with Retailer, shall be binding arbitration administered by the American Arbitration Association on an individual basis. There is no judge or jury in arbitration, and court review of an arbitration award is limited. Customer agrees that, by entering into this agreement, Customer and Retailer are each waiving the right to a trial by jury and the right to participate in any class or representative action or other class proceeding. The customer and Retailer further agree as follows:

This agreement to arbitrate is intended to be broadly interpreted, and includes, but is not limited to: (1) disputes and claims arising out of, or relating to any aspect of the relationship between Customer and Retailer, whether based on breach of contract, breach of any guarantees or warranties, tort, statute, fraud, misrepresentation or any other legal theory; (2) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising); (3) claims that may arise after the termination of Customer's relationship with Retailer; and (4) claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class.

Customer and Retailer hereby agree that the Federal Arbitration Act ("FAA") applies to any arbitration, and governs all questions of whether a dispute is subject to arbitration. Unless Customer and Retailer agree otherwise in writing, arbitration shall be: (i) administered by the American Arbitration Association ("AAA"), pursuant to the Consumer Arbitration Rules then in effect (the "AAA's Rules"); and (ii) conducted by a single arbitrator who is licensed to practice law. The AAA's Rules can be found at www.adr.org.

THIS AGREEMENT DOES NOT ALLOW CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. RATHER, CUSTOMER AND RETAILER ARE ENTITLED TO PURSUE ARBITRATION ONLY ON AN INDIVIDUAL BASIS. FURTHER, AND UNLESS CUSTOMER AND RETAILER AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

Customer and SPFS each are responsible for their respective costs relating to counsel, experts and witnesses.

This arbitration agreement does not preclude the Customer or Retailer from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on a party's behalf. In addition, and notwithstanding the other provisions of this arbitration agreement, either party may bring an individual action in small claims court.

If Customer or Retailer fails to comply with this arbitration provision, said breaching party shall be liable for the costs and attorneys' fees incurred by the other party in enforcing compliance with the arbitration agreement.

Unless the AAA arbitrator rules otherwise, all claims or counterclaims shall be resolved by the submission of documents only / desk arbitration (see the AAA's Rules). Any party, however, may ask for a hearing. The arbitrator also may decide that a face-to-face hearing is necessary. Any hearing, however, that is not held by telephone, shall take place in Stamford, Connecticut, unless the AAA arbitrator decides otherwise.

Small Claims Option: You may also litigate any dispute in Small Claims Court in Stamford, Connecticut. If your claim meets all requirements to be heard in the small claims court. However, if you initiate a Small Claims case, you are responsible for all your court costs.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this

arbitration agreement is for any reason held to be unenforceable, any litigation against Retailer (except for small-claims court actions) may be commenced only in the federal or state courts located in Stamford, Connecticut. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

9. Choice of Law

The Agreement, and any claim, controversy, or dispute arising under or related to the Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its conflict of law provisions that would cause the application of the laws of any other jurisdiction.

10. Severability

If any provision, or provisions, of this Agreement is held to be illegal, invalid or unenforceable under applicable law by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby

11. Retailers Veterinarian

Retailer's Veterinarian:

Pet Town Veterinary

Address: 56 Church Hill Rd.

Newtown, Connecticut 06470

Phone: (203) 304-9040

Email: info@pettownvet.com

Website: www.pettownvet.com

12. Acknowledgments / Checklist

I understand that if I have an **after-hours emergency**, my pet is not covered for any costs incurred except for what is obligated by the Written Notice

I understand I still have to activate the free 30 Day AKC Pet Insurance Certificate.

I have read and understand there is no warranty expressed or implied that Customer will be able to use this pet for showing or breeding purposes.

I understand that my pet may be spayed/neutered. Retailer specifically disclaims any liability related to the appearance, temperament, personality, size, weight, color, allergies, compatibility with breed standards or DNA test results of any pet. Showing and/or breeding purposes are not covered, puppies are only pet quality.

I have read and understand the health certification and records showing all wormings, vaccinations, veterinary notes and all special notes, and information about this Pet.

I understand that my pet is either AKC or AKC Canine Partners register worthy but I must complete it by speaking with Third Party Pet. If my pet is dual register worthy, that is my responsibility.

I understand that all purchases of pets, puppies or packages, or supplies, or food, or furniture are not refundable

I have read and understand the Written Notice of Consumer Remedies Required to be Supplied by Pet Dealers. If at any time the Purchase Contract conflicts with the Written Notice and/or any local, state, and/or federal laws, the laws and Written Notice shall govern and control.

I have read and understand Hypoglycemia and Canine Cough and what to do if either should occur.

13. Congratulations

Dear new pet owner,

Congratulations on your new pet! We are excited to welcome your pet and you to the American Kennel Club®. You will need to provide your new pet name in order to ensure you receive all of the benefits. Please follow the steps in supplied Limited Warranty document to receive your pet's official AKC document, activate the 30-Day Pet Insurance Certificate,* and enjoy the other AKC program benefits**.

See Limited Warranty document for additional details and instructions.

14. Contract Signatures

Customer Signature: _____ **Date:** _____

The Retailer's authorized signature indicates the Retailer has accepted the terms, conditions and obligations of this Contract and any and all attachments.

Retailer Name: Smart Puppies For Sale, Inc. **By:**
