



Cream with Clover LLC
PO Box 103, La Grange, CA 95329
contact@creamwithclover.com · (209) 300-5998
creamwithclover.com

Puppy Purchase Agreement

CREAM WITH CLOVER LLC · LONG-HAIRED MINIATURE DACHSHUNDS

Seller: Cream with Clover LLC ("CwC"), PO Box 103, La Grange, CA 95329 · (209) 300-5998 ·
contact@creamwithclover.com

Buyer(s)

NAME(S)

PHONE

ADDRESS

STREET

CITY, STATE, ZIP

EMAIL

1. The Puppy

Long-haired Miniature Dachshund

NAME

SEX

COLOR/MARKINGS

DATE OF BIRTH

SIRE

DAM

Registration: AKC Limited (companion only; offspring cannot be AKC registered).

Price

PRICE (INCL. CA SALES TAX)

DEPOSIT: \$1,000 PAID ON

BALANCE

GO-HOME / PICKUP DATE

The puppy goes home at 8 weeks of age or older on the litter's published go-home date.

2. Deposit and Payment

1. To reserve: Buyer signs this Agreement, then pays the \$1,000 deposit within 24 hours of receiving CwC's deposit invoice (payment link), which CwC sends after Buyer signs. The puppy is reserved only when CwC has both. If Buyer already paid a \$1,000 Future Litter Reservation fee, that fee is credited as this deposit and no additional deposit is due.
2. **Non-Refundable Deposit.** The \$1,000 deposit is credited toward the purchase price. Once Buyer has signed this Agreement for this specific puppy AND paid the deposit, then, except as listed in 2.3, it is NOT refundable if Buyer cancels, changes their mind, or does not complete the purchase. The deposit pays for CwC's promise to hold this specific puppy for Buyer only. From the day it is paid, CwC takes the puppy off the market, stops offering it to other approved families (who usually move on to other breeders), and keeps raising, socializing, and caring for it for Buyer. If Buyer backs out, CwC's actual losses — a lost sale or a later, lower-priced sale of an older puppy, extra weeks of care, re-marketing, and time spent — are real but very hard to calculate in advance. The parties agree \$1,000 (about a quarter of the price) is a reasonable estimate of those losses and is not a penalty.
3. Full refund of everything paid (within 10 business days) if: (a) CwC cancels the sale or cannot deliver the puppy for any reason other than (c); (b) before go-home, the puppy dies, or a licensed veterinarian finds the puppy is ill or has a condition that makes it unfit for sale; or (c) CwC cancels because Buyer gave materially false application information or is buying for a broker, resale, or unauthorized breeding — then CwC refunds everything except a \$200 handling fee. After go-home, refunds for illness or congenital/hereditary conditions are governed by Section 4 and California law, not this Section.
4. Transfer instead of forfeit (CwC's option): If Buyer must cancel, CwC may, at its option and in writing, let Buyer move the deposit to another available puppy or a Future Litter Reservation within 12 months. If CwC agrees, the deposit is not forfeited and the new agreement's terms apply.
5. Balance: Due at pickup. For delivery, the balance plus all transport fees are due 2 business days before the puppy leaves CwC. The puppy is not released until payment has cleared.
6. Payment methods: By the online payment link CwC sends. Cash is accepted only for in-person pickup at CwC's home in La Grange. Deliveries must be paid in full online before transport.

Buyer's initials

7. Late go-home: Once all of the puppy's littermates have gone home, Buyer pays a \$25/day care fee until pickup or delivery.

3. Pickup and Delivery

Pickup is by appointment in La Grange, CA. Delivery is available only by written arrangement and at Buyer's cost, quoted in advance. No deliveries from sundown Friday to sundown Saturday. Ownership and responsibility pass to Buyer at pickup, at hand-off to Buyer or Buyer's agent, or when an airline accepts the puppy for cargo.

4. Health Guarantee

Buyer has rights under California's Polanco-Lockyer Pet Breeder Warranty Act (Health & Safety Code §§122045–122110). CwC gives Buyer the required "Statement of California Law Governing the Sale of Dogs" as a separate signed document (§122100) and the signed Breeder Disclosure Statement & Puppy Health Record (§122050). Nothing in this Agreement waives or limits those rights; any waiver is void (§122105). If anything here gives Buyer less than that law, the law controls.

4.1 What is covered (§122070) - Illness – 15 days: A licensed veterinarian states in writing that, within 15 days after Buyer took physical possession, the puppy became ill from an illness or disease that existed on or before delivery. - Congenital or hereditary condition – 1 year: Within 1 year after Buyer took physical possession, a California-licensed veterinarian states in writing that the puppy has a congenital or hereditary condition that adversely affects its health, or that requires (or is likely to require) hospitalization or nonelective surgery. This includes hip dysplasia, elbow dysplasia, and patellar luxation when the veterinarian documents the condition (for example, by X-rays) and states that it is congenital or hereditary, not caused by injury after delivery. - Death: If a California-licensed veterinarian states in writing that the puppy died from an illness or disease that existed within 15 days after delivery, or from a congenital or hereditary condition diagnosed within 1 year after delivery. A death within 15 days of delivery is presumed to be from an illness that existed at sale unless shown otherwise (§122075(a)).

4.2 Buyer's choice of remedy (§122070) — Buyer picks one: - (a) Return the puppy for a refund of the purchase price plus sales tax, plus reasonable veterinary fees for diagnosis and treatment, up to the purchase price plus sales tax; or - (b) Exchange for a puppy of Buyer's choice of equivalent value, if one is available, plus reasonable veterinary fees, up to the purchase price plus sales tax; or - (c) Keep the puppy and receive reasonable veterinary fees for diagnosis and treatment of the covered condition, up to 150% of the original purchase price plus sales tax on that price. - If the puppy died: a refund of the purchase price plus sales tax, or a replacement of equivalent value, plus reasonable veterinary fees up to the purchase price plus sales tax. The body need not be returned. - "Reasonable" fees are fees appropriate to diagnosing and treating the covered condition and comparable to similar services by nearby veterinarians (§122075(c)). Routine care (exams, vaccines, spay/neuter, preventives) is not reimbursed.

4.3 When no remedy is owed (§122085) - The illness, condition, or death resulted from maltreatment or neglect, or from an injury, illness, or condition that occurred after delivery (for example, falls, jumping injuries, obesity, poor diet). - Buyer did not follow the treatment prescribed by the diagnosing veterinarian — unless the treatment plus diagnosis would cost more than the purchase price plus sales tax. - The condition was disclosed before sale with a veterinarian's statement under §122050(a)(6)(B) — unless within 1 year a veterinarian states it requires (or is likely to require) hospitalization or nonelective surgery, or it caused death. - Buyer refuses to return the AKC registration papers CwC provided (unless Buyer signs a statement that they were lost or destroyed). - Intestinal or external parasites, unless they make the puppy clinically ill (§122075(b)). - Size, coat, color, temperament, show quality, or breeding suitability, which are not illnesses or health conditions.

4.4 How to make a claim (§§122080, 122090) 1. First vet exam: Buyer agrees to have the puppy examined by a licensed veterinarian within 3 business days of pickup and to keep the records. Missing this exam does not reduce Buyer's rights under California law (H&S Code §§122085, 122105), but early records help show whether a problem existed at delivery. 2. Notify CwC within 5 days after your veterinarian diagnoses the problem. Tell us the problem and give us the veterinarian's name and phone number. Email to contact@creamwithclover.com is fine. 3. Within 5 days after receiving the vet's written statement, send CwC the statement. It must include your name and address, the exam date(s), the breed and age, that the vet examined the dog, that the dog has (or had) a condition making it unfit for purchase (or that caused death), and the precise findings, including lab results. If you are asking for vet fees, include an itemized bill. If you choose return or exchange, return the puppy with the statement within the same 5 days (unless the puppy has died).

4.5 CwC's review and payment (§§122090, 122095) - CwC may contest a claim (except after death) by asking Buyer to bring the puppy to a licensed veterinarian CwC chooses. CwC pays for that exam. - If CwC does not contest, it pays within 10 business days after receiving the vet's statement (or after the puppy is returned, if later). - If we can't agree within 10 business days after CwC receives the vet's statement or its vet's exam (whichever is later), Buyer may go to court, or both may agree in writing to binding arbitration. A party who acts in bad faith may have to pay the other's reasonable attorney's fees. - When a claim is paid, both parties sign a short Health Guarantee Resolution stating the condition, the remedy, and the amount (or that payment is partial). Partial reimbursements may be paid as itemized invoices arrive, up to the applicable limit in 4.2. Signing it does not waive any right Buyer has under California law.

5. Companion Placement

Pet puppies are sold with AKC Limited Registration, so offspring can't be AKC-registered. CwC will not transfer Full registration under this Agreement. Buyer agrees to spay or neuter the puppy. We recommend talking with your vet about timing; for dachshunds, waiting until at least 12 months may lower back (IVDD) risk.

6. If You Can't Keep Your Dog

Please contact CwC first. CwC will take the dog back or help find a new home. A voluntary return is not a refund. CwC does not refund the price when a buyer returns or surrenders a dog by choice; this does not affect refunds under the Health Guarantee (Section 4). Buyer will not sell or give the dog to a pet store, broker, shelter, or research facility.

7. Other Terms

- Buyer is at least 18 and is buying the puppy as a pet for Buyer's own household.
- Except for the Health Guarantee and rights under California law, CwC makes no other warranties, to the extent the law allows.
- After pickup, Buyer is responsible for the dog's care and conduct, including any injury or damage the dog causes.
- California law applies. Lawsuits may be filed in Tuolumne County, California, or anywhere else California law allows Buyer to file (including small claims where Buyer lives).
- If part of this Agreement is unenforceable, the rest still applies.
- CwC is not responsible for delays caused by events beyond its control (weather, illness of the puppy, transport cancellations).
- Required disclosures: Before go-home (pickup or delivery), Buyer received electronically and signed (1) the separate "Statement of California Law Governing the Sale of Dogs" (§122100) and (2) the Breeder Disclosure Statement & Puppy Health Record, also signed by CwC, including the puppy's vaccination, deworming, and veterinary records (§122050). CwC explained the medical information to Buyer orally, in person or by phone or video, before go-home (§122050(c)). This Agreement and any addendum are also signed before go-home.
- This Agreement, the Breeder Disclosure Statement & Puppy Health Record, and the Statement of California Law are the entire agreement. Website pages are informational and do not change it. Changes must be in writing and signed by both parties.

Companion documents (separate, each signed): "Statement of California Law Governing the Sale of Dogs" and Breeder Disclosure Statement & Puppy Health Record, both signed electronically before go-home.

Signatures

The Breeder signs first, then the Buyer. All documents are signed electronically before go-home (pickup or delivery).

Breeder: Cream with Clover LLC

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

Buyer

SIGNATURE

DATE

PRINTED NAME