

# KATIAN PUPPY PRE-PURCHASE & DEPOSIT CONTRACT

Breeder/Seller: Katian Kennel, LLC, 1793 CR 320, Lexington, TX 78947  
www.katiankennel.com

This Agreement is between Katian Kennel, LLC (Breeder) and \_\_\_\_\_ (Buyer)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Buyer has submitted an application and promises and agrees to purchase a puppy out of a Katian Kennel Litter. Buyer specifically requests and, upon approval of said application, Breeder agrees to provide (when possible/available and otherwise suitable for Buyer):

*(specify details below i.e. gender/sire/dam/breeding/non-affected ichthyosis pup, etc.)*

*\*Please note that coat coloring requests will be taken in consideration, it is impossible for any breeder to predict the exact shading/coloring of a dog's coat. Many breeders can give a "good guess" based on the coloring of the sire & dam...and an even "better guess" once the puppies arrive but no one can know for sure. The majority of Katian puppies are darker golden/red - however, there is no guarantee of the coloring as lighter colored dogs many generations back can have "dormant" genes that can carry down & surface at any given breeding. Katian puppies tend to darken as their adult coat comes in (there are some instances where a final coat color doesn't show until 3 years old). For this reason, puppy placements are not determined solely by buyer coloring requests.*

Buyer acknowledges that by making specific requests, Buyer may have to wait longer for a puppy. Buyer further acknowledges that specific requests may preclude Buyer from receiving a puppy if Breeder does not produce a puppy suitable for Buyer that satisfies any/all specific requests. Modification of the above requests can be made by Buyer and agreed to by both Parties in writing (via email is acceptable). If, at Breeder's sole discretion, there is a puppy that meets the above criteria detailed and agreed to by the Parties but for another reason (i.e. aptitude, etc.) is not suitable for Buyer, Breeder agrees to (Buyer's Choice): (1) refund any monies paid by Buyer towards the purchase price of a puppy, or (2) carry over any monies paid by Buyer towards the purchase price of a future puppy and Breeder agrees to give priority to Buyer for any future puppies available.

Puppies Reserved by Breeder. Buyer acknowledges that Breeder may, at its sole option, decide to keep any puppy out of any given Katian litter at any time prior to the Puppy Pick Up Period. The Puppy Pick Up Period is a week set aside for buyers to pick up their puppies from Katian Kennels (typically the time frame when puppies are 7-8 weeks old).

Expectation of Puppy Delivery. Breeder will confirm each puppy's health status by a veterinarian prior to leaving Breeder's home (usually around 6-7 weeks of age). Buyer acknowledges that Breeder will not release a puppy prior to reaching 7 weeks of age and/or in an unhealthy condition as per vet recommendations.

Purchase Price. Buyer acknowledges that the standard Purchase Price for a Katian puppy is currently between \$2,400 & \$2,950 and that the specific purchase price will not be decided until after the breeding has taken place. The Purchase Price includes (at a minimum): (1) a puppy from the sire & dam warranted by Breeder as per the Puppy Contract, Warranty and Bill of Sale (which will be supplied prior to puppy delivery or whenever requested by Buyer), (2) initial vet visit &

removal of dewclaws, (3) puppy's first round of shots & a written health record, (4) genetic testing if both sire & dam are carriers of ichthyosis, (5) dual litter registrations (AKC/UKC), (6) individual puppy registration with AKC (which typically includes a free month of pet health insurance and a free initial vet appt.), (7) microchipping & lifetime enrollment in AKC's Re-Unite program, (8) a 26-month health guarantee as to hereditary (testable) genetic defects, and (9) lifetime breeder support & acceptance in the Katian Nation (which gives Buyer various incentives, credits, discounts and bragging rights). Buyer acknowledges that the Purchase Price does not include any taxes (Buyer's responsibility if puppy delivery occurs in Texas), shipping/transportation costs where applicable, extra add-on costs that AKC provides options for puppy's individual AKC registration, UKC individual registration (litter is registered with UKC but not individual puppies), or any additional services offered by Katian Kennel (training, boarding, discounted puppy products, etc.).

Adjustments to Purchase Price. Breeder puts a lot of effort into addressing potential buyers' unique needs/requests/situations and has developed a few ways to purchase a Katian puppy for a price that differs from the Purchase Price that is determined at the time of breeding.

Reduced Purchase Price. A reduction in the Purchase Price will be considered for (1) a buyer who would like to co-own a Katian pup with Breeder (separate co-ownership contract will be required); or (2) a local buyer with a passion for field goldens but without adequate means to afford the typical Katian Purchase Price (separate contract for volunteering at Katian Kennels, bartering services or Katian-managed dog-related community service will be required); or (3) a child/person/family in need of a dog for an unmet need that a Katian pup could fulfill (additional information, essay, letters of recommendation and a separate contract will be required). Buyer agrees to notify Breeder if any of the above is of interest.

Increased Purchase Price. An increase in the Purchase Price will be considered for (1) a buyer with priority preference who would like to become essentially Katian's "top pick" for the litter assigned; or (2) a genetically "clear" or "non-affected" ichthyosis puppy from a litter that may potentially have clear, carrier, and/or affected puppies as per genetic testing for ichthyosis (tons of misinformation exists regarding ichthyosis, which is very common in field goldens... basically dandruff/scaly skin that only "affected" puppies *could* have...affected puppies may or may not ever be symptomatic...clear & carrier puppies will never be symptomatic...it is important to remember that ichthyosis is a cosmetic issue and does not affect the dog's quality of life...the field golden gene pool is very small and ichthyosis should not be bred around just to eliminate it as other possibly more significant health issues could arise in the breed just as has occurred in other breeds); or (3) a buyer who wants to do the choosing among all available suitable puppies and doesn't necessarily have to follow Breeder's recommendation so long as buyer chooses a puppy that Breeder has deemed suitable for that particular buyer (i.e. Breeder has received special requests for the darkest puppy, the puppy who cuddles the most, the puppy who is the most energetic, the puppy who makes the most eye contact, the puppy their child wants, etc.) [\* **REMEMBER:** the puppy chosen **MUST** be otherwise suitable for buyer...if there are 2 puppies who would be suitable for the buyer but are different shades of gold/red and 1 family has paid this increase price, the family that paid a premium will get to choose which of those puppies is to become their puppy]. Buyer agrees to notify Breeder if any of the above is of interest.

Payment Terms. Buyer shall make payment, including a \$500 deposit with this Contract to Katian Kennel (either in person or by mailing to 1793 CR 320, Lexington, TX 78947). If paid by check,

the check will be deposited in Katian Kennel's bank account soon after receiving the same. The deposit is fully refundable until the litter assigned to Buyer has been whelped (a/k/a born), at which time the deposit becomes nonrefundable but will remain transferable and will serve as a credit towards any future services offered by Katian Kennel (future puppy, boarding, training, stud fee, etc.). Buyer shall pay the balance of the purchase price when picking up puppy or before puppy is shipped.

Requesting Deposit Refund. Buyer shall receive a refund of the paid deposit pursuant to the terms in this Agreement, by emailing said request to Breeder with an explanation as to the reason for the request (for Breeder's records). Breeder agrees to refund the \$500 deposit upon receipt of said written request and Buyer will be removed from the Active Reservation List. Alternatively, and at Buyer's option, Buyer can elect to have Breeder retain the deposit and ask that Buyer be transferred to Breeder's Inactive Reservation List. Buyer can return to the Active Reservation List at any time upon written request to Breeder.

Breeding Program. Breeder does not breed puppies for profit. The original purpose in creating the Golden Retriever breed was to be a "Gentleman's Gun Dog" - having beauty, temperament (gentle/loving/loyal), brains & working abilities as a retriever. The focus of the Katian Kennel breeding program is to produce healthy and talented puppies with solid structure and locomotion (1) who will advance the golden retriever breed (particularly the "field" goldens), (2) who will be an asset with regard to the retriever competition world, and (3) who will serve as incredible representatives of the canine species and provide families with excellent dual-purpose (family/working) dogs who will be loved, cherished and well-cared for their entire lives.

Breeder Costs. Buyer understands and hereby acknowledges that breeding field goldens of this caliber is unbelievably expensive and time-consuming...including without limitation: costs of purchasing quality (potential future breeding stock) puppies from other reputable breeders, genetic testing costs, health clearance costs, top notch vet care expenses, reproductive evaluations/semen collection/semen storage and specialized oversight by a veterinarian theriogenologist, training costs, competition costs, whelping supplies, considerable time caring/loving/exercising dogs, an unimaginable amount of dog poop ;o), considerable time researching lines/health issues/genetics/nutrition, considerable time educating potential buyers and provide the most current information on Breeder's website & social media, considerable time screening/reviewing potential buyers to ensure that they are a good family who can be trusted with a Katian pup, considerable time preparing a family for their Katian puppy, considerable time spent with Katian extended family answering questions & providing advice, considerable time following up with Katian extended family to check on how the Katian pup has been doing, considerable time training/traveling/competing, considerable time whelping & raising a litter, coping with the heartache of raising/training/screening a puppy for 2 years with the intention of it becoming Breeder's next best breeding dog - but then fail a health screening or some unexpected condition arises that precludes him/her from breeding...or worse yet, losing a dog or puppy to an unexpected and unavoidable death as each have such a special place in Breeder's heart, considerable time and the heart-wrenching decision to place a retiring bitch (but part of Breeder's family nonetheless) with the perfect retirement home so she can be spoiled and enjoy the rest of her life and to make room for the next chapter of field goldens, considerable time & energy giving back to the dog world community (helping breed & rescue organizations,

sacrificing weekends to judge retriever competitions, attending conferences & seminars, etc.)...many sleepless nights...never having a day off...but never regretting a moment of it).

Puppy Placements. Buyer acknowledges that there is no simple “pick order” for Katian puppies. Katian Kennel uses a thorough process to assign puppies to homes for which they will be best suited. An Active Reservation List is maintained to assist in placing puppies in approved homes and consists of future buyers who have an approved application on file with Katian Kennel and has provided a deposit and an executed Puppy Pre-Purchase & Deposit Contract. Breeder shall provide Buyer with Breeder’s puppy recommendation and (upon Buyer request) an explanation of why Breeder believes said recommended puppy is best suited for Buyer. A “suitable” puppy is a puppy who Breeder believes will be a good fit for Buyer’s home and that the Buyer (& family when applicable) will be a good fit for the puppy. Considerations are innumerable in this process and include without limitation: puppy observations, traits that Breeder has noted that tend to pass down to the offspring of Sire and/or Dam, Buyer’s application info, lifestyle, profession, hobbies, desired purpose for dog, family composition, past & present golden ownership experience, past & present dog ownership experience, ability to mentally & physically care for puppy during its entire life, and most importantly: Breeders’ intuition.

Date Deposit Received. Generally, the date of receipt (of an approved application and deposit) is the base consideration. It is Katian Kennel’s priority to place the perfect puppy in the perfect home and for each and every family to have a puppy that is perfect for them. Buyer acknowledges that (so long as Buyer provides Breeder with all information important to what the ideal puppy would be) Breeder (based on the considerable amount of time spent with the litter & the formal assessment process that takes place, the experience with many years of breeding field goldens, and the success rate of the puppy placement process) is in the best position to select the best suited puppy for Buyer.

Priority for Working/Performance Homes. Buyer acknowledges that priority preference is given to families who will be ensuring that their Katian puppy will live a life conducive to what he/she has been bred for (working/performance) and that any family who has committed to this via Breeder will receive priority in the reservation list, which may result in a buyer moving up or down on the Active Reservation List.

Priority for Training Commitment with Katian Kennel. Buyer also acknowledges that secondary priority preference is given to families who commit in advance to ensure that their pup receives training that is best suited for the pup so that he/she grows up to be a good representative of the golden breed and is a well-mannered, obedient and desirable dog. Therefore, a family who commits to a Katian facilitated training program (puppy head start, puppy camp, gun dog puppy, obedience, gun dog, etc.) will receive priority preference (~double priority preference if also planning to utilize their Katian puppy as a hunting companion or competition prospect), which may result in a buyer moving up or down on the Active Reservation List. Priority preference for a training commitment (as detailed in this paragraph) shall be evidenced by the execution of Katian’s training contract.

No Guarantee of a Particular Litter. Unless Buyer specifies a particular litter above (& breeder deems that there is a suitable puppy for Buyer from that particular litter), there is no guarantee that you will receive a puppy from the current/next litter of Katian puppies.

This is due to numerous variables including: number of puppies in the litter, sexes of the puppies, any priority reservations that may have moved up in the Active Reservation List, the aptitudes of the puppies.

On the Bubble (Threshold) Families. Due to the complicated process of puppy placements, there will be some buyers who may be assigned to a litter but are “on the bubble” for a puppy of said litter. This means that, depending on the aptitudes of the puppies and the number of puppies, the families who are on the top of the Active Reservation List will be assigned a puppy for the litter and although there may be enough puppies, there may not be enough puppies suitable for each & every family on the top of the list (so it is possible for a buyer, who would ordinarily have been expected to receive a puppy from said litter, to have to wait and another buyer, who would have otherwise had to wait, to be given the opportunity to get a puppy sooner (assuming the puppy is a match for the buyer). Additionally, there are rare occurrences that something has come up and a family may decide to wait for a future litter – in this instance, that buyer is removed from the Active Reservation List and placed on the Inactive Reservation List, allowing another buyer on the Active Reservation List to move up a spot and be qualified to receive a Katian puppy sooner than expected. There also may be a rare occurrence that a litter produces too many puppies who would do better in working homes and there may not be enough “pet quality” puppies to go to the active pet homes who may be on the top of the Active Reservation List, so depending on where Buyer is on the Active Reservation List, and what type of puppy they want (pet/hunting/service/performance), Buyer may have to wait until the next Katian litter to receive a puppy. Breeder will make reasonable efforts to keep all buyers informed and updated but Buyer may check the status of his/her reservation at any time. In the event Breeder offers a puppy out of a litter to Buyer, Buyer shall have 24 hours to accept or elect to decline and wait for a future available & suitable puppy. If Buyer has not made a decision within 24 hours of receiving notice of the available & suitable puppy, Breeder may offer said puppy to another buyer.

Acceptance, Electronic Signatures & Copies. Parties agree to the terms in this Agreement, evidenced by the below signatures. Parties hereby approve photographic/Xerox copies and versions with electronic signatures (provided via email addresses as listed above or hand-delivered by a Party) as if they were original inked and executed agreements. Breeder’s electronic signature below evidences Breeder’s acceptance as to the general terms and form of this Agreement. Breeder’s depositing Buyer’s deposit into Breeder’s Bank shall serve as Breeder’s Approval of Buyer’s Application for a Katian Puppy & shall serve as acceptance to the specific requests and terms (if any) that Buyer has added to this Agreement.

BREEDER:

Katian Kennel, LLC by Katie Brouillette

Signature: Kathryn M. Brouillette

BUYER(S) SIGNATURE(S) CONTINUED ON THE FOLLOWING PAGE

BUYER:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BUYER SPOUSE *(if applicable)*:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BUYER COMMITMENT TO TRAINING SERVICES FACILITATED BY  
KATIAN KENNEL, LLC**

**Contract for Future Services**

TO BE COMPLETED ONLY IF TRAINING SERVICES ARE REQUESTED. MUST BE COMPLETED TO RECEIVE DISCOUNTED SERVICES AS DETAILED IN CONTRACT

YOU CAN COMPLETE THIS NOW OR AT ANY TIME PRIOR TO PUPPY PLACEMENTS AND STILL RECEIVE THESE GREAT DISCOUNTS.

Parties to this Agreement:

Litter/Current Puppy Owner & Training Facilitator:

Katian Kennel, LLC, 1793 CR 320, Lexington, Texas 78947

Landline: 979-773-0056      Cell: 713-492-8599      Email: katie@katiankennel.com

Future Puppy Owner:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Future Katian Puppy ("pup"): \_\_\_\_\_ (may be completed at a later time)  
as determined pursuant to the Puppy Pre-Purchase & Deposit Contract signed by the Parties.

PRIORITY PUPPY PLACEMENT. In consideration of Katian Kennel providing Future Puppy Owner with priority placement as a result of Future Puppy Owner's commitment to enroll pup in training facilitated by Katian Kennels, Parties agree to contract for services as follows (evidenced by Buyer checking desired programs):

Buyer agrees to enroll pup in (at a minimum) the following training programs facilitated by Katian Kennels (check any/all that apply):

Puppy Head Start w/go-home session (starting when pup is 8 weeks old; duration of 1-4 weeks).

Tentative End Date/ Go-Home Session: \_\_\_\_\_

Puppy Camp w/go-home session (starting at any time pup is 3-6 mos. old; duration of 2 weeks).

Tentative (or approximate) Start Date(s): \_\_\_\_\_

Gun Dog Puppy Camp w/go-home session (starting at any time pup is 3-6 mos. old; duration of 2 or 4 weeks).

Tentative (or approximate) Start Date(s): \_\_\_\_\_

Started Gun Dog Puppy (starting at any time pup is at least 5/6 mos. old or when teething is complete; duration of approximately 4 months). This program includes several owner/family sessions spaced appropriately at certain milestones during training.

Tentative (or approximate) Start Date(s): \_\_\_\_\_

2-week Board & Train Obedience (starting at any time pup is at least 5 months old; for a duration of 2 weeks for on-leash obedience). This program includes a go-home session to review the on-leash obedience commands with family members.

Tentative (or approximate) Start Date(s): \_\_\_\_\_

4-week Board & Train Obedience (starting at any time pup is at least 5 months old; for a duration of 4 weeks for on-leash and off-leash obedience). This program includes 2 family sessions including a mid – program on-leash obedience review session and a go-home session to review the off-leash obedience commands with family members.

Tentative (or approximate) Start Date(s): \_\_\_\_\_

Private Lessons (5 lesson commitment to be provided within 6 months of puppy pick-up period).

Tentative Date Range (to complete participation in private lessons): \_\_\_\_\_

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ADDITIONAL INCENTIVES OFFERED BY KATIAN KENNEL. Additionally, Katian Kennel offers Buyer the following perks & discounts when contracting for the above desired services (as evidenced by Buyer's check marks) in advance of the specified puppy pick-up period (as described in the Puppy Contract Warranty & Bill of Sale between the Parties):

**Puppy Camp.** A special puppy slips collar AND a wonderful instructional DVD to help with training after pup goes home. Program cost is just \$650 for 2 weeks and includes a thorough go-home session with the owner & family...a **discount of 20%** is also applied to any puppy who will be returning for a board & train obedience program or the started gun dog program...which brings the cost of the puppy camp to **only \$520!**

**Gun Dog Puppy.** 20% discount on either the 2- or 4-week program (regular program costs are \$700 for 2-weeks or \$1,100 for 4-weeks...discounted to only \$660 for 2 weeks or just \$880 for 4 weeks...or a **40% discount** will be applied if also signing up for the started gun dog program (which would bring this program to **only \$420 for 2 weeks** or **just \$660 for 4 weeks!**).

**Started Gun Dog Program.** \$300 credit that can be applied to pup's first month of training or can be spread out through the duration of the approximately 4-month program AND Katian pups **don't pay for any birds** used (which can add up substantially because they are usually \$10/pigeon and \$20/duck)!

**Board & Train Obedience.** A 20% discount on the 2- or 4-week program (regular program costs are \$800 for 2 weeks or \$1,650 for 4 weeks...discount brings it to **only \$640** for 2 weeks or **just \$1,320 for 4 weeks!**). Other Katian program perks: 2-week participants receive a **prong collar & a "teach the owner" go-home session**; 4-week participants receive a prong collar, an **e-collar**, 2 owner sessions (**1 mid-program to review on-leash obedience and 1 go-home to review off-leash obedience**)!

**Private Lessons.** Pre-paid private lessons are discounted 20% (regularly \$100/hour...discounted to **only \$80/hour!**)



PENALTIES FOR FAILURE TO ABIDE BY TERMS OF THIS CONTRACT. In the event Buyer fails to commence the chosen training programs (and/or fails to reach a new agreement with Katian Kennel regarding the programs) within 30 days of the tentative date(s) as listed above, Buyer shall be indebted to and agrees to pay to Katian Kennel the value of the program(s) originally requested by Buyer (value will be considered the base value before discounts as listed below for reference purposes) within 30 days of receipt of an invoice by Katian Kennel. Interest as well as any and all costs incurred by Katian Kennel to collect said debt will also be Buyer's responsibility.

Regular Program Costs (before discounts):

Puppy Head Start.....	\$ 200/week
Puppy Camp.....	\$ 650
2-week Gun Dog Puppy Camp.....	\$ 700
4-week Gun Dog Puppy Camp.....	\$1,100
Started Gun Dog.....	\$2,600 (\$650/month)
2-Week Board & Train Obedience.....	\$ 800
4-Week Board & Train Obedience.....	\$1,650
5 Private 1-hour Lessons.....	\$ 500

ACCEPTANCE, ELECTRONIC SIGNATURES & COPIES. Parties agree to the terms of this Agreement, as evidenced by the below signatures. Parties hereby approve of photographic/Xerox copies and versions with electronic signatures (provided via email addresses as listed below or hand-delivered by a Party) as if they were original inked and executed agreements.

SIGNATURES.

CURRENT LITTER/PUPPY OWNER & TRAINING FACILITATOR:

Katian Kennel, LLC by Katie Brouillette

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FUTURE PUPPY OWNER:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FUTURE PUPPY OWNER SPOUSE (*if applicable*):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*If signed electronically & for notification purposes:*

Katian Kennel Email: [katie@katiankennel.com](mailto:katie@katiankennel.com)

Future Puppy Owner/Spouse Email: \_\_\_\_\_