



2020-2021 LEASE AGREEMENT

This lease agreement is an extension of the purchase contract, and replaces the transfer of legal ownership and breeding portions of that contract. It does not nullify or replace any other sections.

1. Defining Lease

The LEASED PROPERTY is a Dog, identified below.

The Lessor (White Raven Kennel, Reg'd) retains full legal ownership and title to the Dog and, for the duration of the contract, title shall all at all times remain with Lessor. The Lessee will receive and enjoy the Dog for all purposes related to its role as a family companion.



LEASE PAYMENT: This is a paid lease. Lessee is obligated to pay a fee to Lessor for use of the Dog. This is a one-time payment and will not be discounted or prorated if the lease terminates before the end of the contract term.

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2. The Parties

Lessor: White Raven Cardigans (Reg'd), a non-commercial kennel that is owned by Sarah Davis, 690 Joslin Road, Harrisville RI; and Joanna Kimball, 18 Forrest Street, Plaistow NH.

LESSEE

Name:

Address:

E-mail:

Phone:

Lessor leases to Lessee, and Lessee leases from Lessor for the term and upon all conditions set forth herein, the full-time use of the "Dog" described below:

Registered Name:

Call Name:

Breed:

Sex:

Color/markings:

Microchip or Tattoo:

3. Representations and Warranties



Lessee represents and warrants to Lessor the following: a. Lessee is not a minor or incompetent person and is authorized and empowered to enter into this agreement; b. Lessee shall not sell, mortgage, encumber, or otherwise subject the Dog to any legal process without Lessor's prior written consent; c. Lessee has the ability, knowledge, and skill necessary to properly care for and maintain the Dog in good physical and mental condition; d. Lessee shall maintain safe and clean facilities and care for the Dog in a proper manner consistent with accepted best practices; e. Lessee shall not sell, transfer, assign, sublease, or relocate the Dog without the express written consent of Lessor.

Lessor represents and warrants to the Lessor the following: a. Lessor is the owner of the Dog; b. Lessor is authorized and empowered to enter into this agreement; c. The Dog is fit for the stated purpose and use set forth herein.

4. Terms

The "Term" of this lease shall be 48 months, commencing on date:



After the initial 48-month period, this lease shall automatically renew month to month until such time that either party exercises the right to terminate this Lease as described in section 6.1.

4.1 Care and Maintenance



During the term of this lease, the Dog will be in the possession of the Lessee. Lessee shall, at Lessee's sole expense, provide reasonable care for the Dog, including but not limited to a safe, clean environment; adequate shelter from the elements; regular and adequate feed and water; all veterinary, grooming, and dental care; grooming; and exercise as is in the best interests of the Dog.

Use of the Dog is at the discretion of the Lessee so long as the use is in the best interests of the Dog. Lessee shall exercise due care for the safekeeping and maintenance of the Dog, including the feeding of a quality diet, the maintenance of a healthy weight, and keeping the Dog's nails short and coat in good condition. The Dog must never be allowed the opportunity to run at large without supervision; at all times it must be under verbal or physical control.

Lessee will be responsible for ensuring the Dog receives proper treatment for any and all injuries, illnesses, or lamenesses that affect the Dog during the Term of this Lease. Such treatment will be at the Lessee's expense.

Lessor shall not be responsible for any expenses, charges, or assessments related to the role of the Dog as a family companion or required for normal daily care.

The Lessee agrees to keep Dog unaltered for the entire 48-month term of the contract. If emergency spaying or neutering before the end of the contract term is required for health, as assessed by a veterinary reproductive specialist or lessor's veterinarian, this may be done at Lessee's expense. Any other spay, neuter, vasectomy, chemical castration, ovary-sparing spay, or other action to limit the role of the Dog as a breeding prospect before the 48-month contract term is over is a breach of contract.

Lessor retains the right to determine whether to euthanize the Dog. In the event that the Dog sustains a life-threatening injury or illness that may warrant emergency euthanasia of the Dog, Lessee shall make all possible attempts to contact Lessor as soon as possible. If Lessor is unreachable, Lessee shall make the decision regarding euthanasia of the Dog in conjunction with recommendation of the attending veterinarian.

4.2 Lessor's Access



Lessee agrees to make the Dog available for show- or breeding-related activities at the sole discretion of the Lessor no more than eight times per calendar year, for the duration of the contract. Notice to the lessee must be given at least 24 hours in advance of the desired availability. The Lessee agrees to assume any travel expenses or time/inconvenience involved in meeting the Lessor at a mutually acceptable location within 50 miles of the show or breeding site or lessor's home address.

The Lessee agrees that all decisions regarding which shows are entered, which handlers are hired, or which bitches or dogs are accepted for breeding are the Lessor's alone. Show- or breeding-related activities may include (but are not limited to) AKC/UKC/CKC exhibition, health testing at breeder's expense, collecting semen for shipment, collecting semen for freezing, breeding and whelping a bitch, and use of a male dog for live cover.

The Lessor agrees to cover all expenses related to or required for this Dog's role as a show dog or breeding dog. These include but are not limited to show grooming, travel between shows, entry fees, professional handling fees, veterinary costs associated with health testing, and costs associated with breeding or with freezing semen.

5. Default and Remedies



Any failure by the Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease which Lessee is required to observe or perform will constitute a default and breach of this Lease by Lessee. On ten (10) days notice the Lessor may terminate this Agreement if the Lessee defaults in performing any material provision of this Agreement, and fails to promptly cure such default after receiving written notice of the default from Lessor.

If the Lessee does not promptly cure the default, on the eleventh (11th) day and at anytime thereafter, Lessor may in Lessor's discretion do any one or more of the following: (i) terminate this Agreement upon notice to Lessee; (ii) take possession of the Dog without demand or notice, wherever the same may be located, without any court order or other process of law, and without liability to Lessor or its agents for entry or for damages; and (iii) pursue any other remedy at law or in equity.

Upon termination of this Agreement for material breach, Lessee agrees to promptly make the Dog available and give possession and allow removal of the Dog by Lessor. Lessee agrees to pay all damages, costs, and/or expenses incurred by Lessor, including reasonable attorney's fees, resulting from any failure to return the Dog to the Lessor after a breach.



Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Lessee to Lessor, specifying in what manner Lessor has failed to perform such obligations.

It is acknowledged that breach of this contract will cause us to incur substantial damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by us of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages, these liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and you shall pay them to us.

Breach of contract liquidated damages: \$10,000 to Lessor. Breach of contract includes but is not limited to any activity to limit the reproductive function of the Dog, refusal to or inability to give lessor access the Dog as listed in Section 4.2, refusal to give possession of the Dog to the Lessor after a breach, and refusal to sign all AKC/UKC/CKC papers back to Lessor as sole owner if Lessee cannot or does not wish to keep the Dog.



6. Ending the Contract



6.1 After the contract term of 48 months, either party may terminate this lease by giving the other party at least thirty (30) days prior notice in writing. Upon termination, the lessee may spay or neuter the Dog at their expense. Lessor agrees to sign AKC registration and full legal ownership and title of the Dog to Lessee as soon as proof of spay/neuter has been provided.

6.2. EARLY TERMINATION: If for any reason Lessee is unable or does not wish to keep the Dog, or wishes to be released from this contract at any point during the contract term of 48 months, all ownership/breeding rights, including custodial ownership, will immediately revert to the Lessor and the Lessee will deliver the Dog to the Lessor or the Lessor's representative. Lessee is responsible for all costs and expenses related to returning the Dog to the Lessor. All AKC/UKC/CKC or any other registry papers must be signed back to Lessor as sole owner. No refund of any monies or replacement puppy will be given. Lessee expressly agrees that upon early termination of this lease, Lessee shall have no further rights to the Dog.

6.3. BUY-OUT: If for any reason Lessee would like to be released from this contract and become sole legal owner before the end of the 48-month term of this contract, he or she must notify the Lessor immediately, the Lessor must agree to the arrangement in writing, and the Lessee must pay a sum of \$4,000 to the Lessor and provide opportunity (not less than 60 days after notice) for one semen collection if Dog is a male. This is understood by both parties to represent a fair and equitable value for the Dog.

Discretionary Bonus: Following the successful completion of the full 48-month term of the contract, Lessor in its sole discretion may elect to award to Lessee a bonus in its sole judgment based upon the Lessee's performance. This bonus shall be in the form of a puppy from the Dog's final breeding commitment OR a cash payment equal to the amount of the Lease Payment on page one. Such Discretionary Bonus shall be payable only if the Lessee is in full compliance with the terms of the Lease Contract, the Dog has produced a healthy litter of three or more puppies at least twice, and there has been no material breach at any time.



7. General Provisions



7.1 Severability: The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

7.2 Choice of Law: This Agreement shall be governed by the laws of the State of New Hampshire. Any legal action commenced to enforce or interpret this Agreement shall be brought in Rockingham County, New Hampshire. The parties hereto consent to both venue and jurisdiction.

7.3 Non-Disparagement: Lessee agrees to take no action which is intended, or would reasonably be expected, to harm Lessor or their reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to Lessor. Lessor agrees to take no action which is intended, or would reasonably be expected, to harm Lessee or their reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to Lessee.

7.4 Disputes: Both parties agree that any contract disputes will be settled in Rockingham County, New Hampshire. Both parties agree that if a dispute should arise, they will meet in Rockingham County, New Hampshire, to pursue resolution through negotiation. If they cannot resolve some or all of the dispute through discussions, then the parties agree to attempt to resolve the dispute through mediation. If the parties do not resolve all of the issues in dispute through mediation, then within 30 days from the date of the mediator's report, the parties shall submit those issues to final and binding arbitration. Consequential damages are waived by both parties. The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel.

7.5 Notices: All demands, notices, consents, or other communications required or permitted to be given or sent by either party to the other shall be deemed to have been duly given if by written copy (mail) with signature or by electronic communication with electronic signature.

The parties agree that a facsimile or electronically signed version of this signed agreement constitutes an original agreement, and shall be a valid and binding document for all legal and other purposes. This contract shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

This Agreement may not be modified except in a writing signed or electronically signed by duly authorized representatives of both parties. The contract cannot be amended by phone or via oral modifications.

The parties agree to notify each other of any change in address or phone number within 30 days.

Buyer agrees that they may not "block," "blacklist," or in any other way prevent electronic communication between Buyer and Breeders. Blocking or blacklisting constitutes a breach of contract.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Signature of Lessee (Custodial Caretaker)

Date

Signature of Lessor (Breeder)

Date

RELEASE AND HOLD HARMLESS AGREEMENT

Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, liability, damages, judgments, or actions arising from Lessee's use or possession of the Dog, including any and all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or action brought thereon.

I, the undersigned, have read and understand and freely and voluntarily enter into the Release and Hold Harmless Agreement with Lessor, understanding that this Agreement is a waiver of any and all liabilities associated with my use of the Dog. I understand that engaging in canine activities is an inherently dangerous activity and that, by doing so, I am exposed to dangers both known and unknown. I understand that Dogs are unpredictable animals that may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter the situation. I agree and understand that the Owner cannot control the Dog, and I shall release and hold harmless the Lessor from any injury, damage to property, or death arising out of or related to any activities of or with the Dog. I assume all risk of damage to property or injury to persons as a result of my use of the Dog, and I waive all claims in respect thereof against the Lessor, even if the damage or injury arises out of the act of omission of the Lessor.

I understand that this Dog has been bred with care, and that every effort has been made to ensure that this Dog is healthy in body and mind and that it is a high-quality working companion prospect. I understand that, as it is a living creature, it is impossible to predict how it will continue to develop. This is true especially as regards behavior, over which I will have the principal influence.

I assume all risk associated with my use of this Dog.

Name (print):

Address:

Phone:

Signature:

Date: