Transfer of Ownership Agreement

Hartway LLC dba My Little Dachshund Heaven

1. Purpose & Intent

This Transfer of Ownership Agreement ("Agreement") outlines the terms under which a puppy bred and raised by Hartway LLC dba My Little Dachshund Heaven ("Breeder") is transferred to its new family ("Owner").

This is not a sale of a product, nor is it an adoption in the rescue sense. It is a thoughtful, ethical placement of a living being who has been intentionally bred, responsibly cared for, and prepared for lifelong companionship.

By signing this Agreement, Owner acknowledges that they understand the seriousness of this commitment and agree to uphold the standards required for the long-term wellbeing of the dog.

2. Owner Identification

Owner and any listed Co-Owner agree that the contact information provided on the form portion of this Agreement is accurate and will be kept up to date.

All responsibilities and obligations in this Agreement apply equally to Owner and Co-Owner.

3. Puppy Identification

The puppy being transferred is identified by Call Name, Litter Name, gender, color/pattern, coat type, date of birth, microchip number, dam, sire/stud, and litter theme. Breeder affirms the accuracy of this information at the time of transfer.

4. Transfer Terms (Fees, Deposits, Taxes, Ethics)

Transfer fees are \$1,600 for males and \$1,800 for females unless otherwise agreed in writing. Fees are not negotiable. A \$600 non-refundable deposit is required to secure a puppy and is classified as a non-taxable boarding fee per Pennsylvania guidelines.

Breeder must charge 6% Pennsylvania sales tax on the taxable portion of the transfer fee. Sales tax cannot be waived under any circumstances, including cash payment.

Optional non-taxable discounts may include: PawTree nutrition discount, veteran discount, and repeat-family discount. These appear separately on the invoice.

Owner agrees not to offer additional money or incentives to skip ahead in selection order. Breeder will not accept bribes or adjust placement for personal gain.

5. Breeder Responsibilities

Breeder ensures that the puppy has been examined by a licensed veterinarian and is healthy at time of transfer based on that evaluation. Vaccination, deworming, and microchip documentation will be provided at pickup.

Breeder remains a secondary contact on the microchip for the safety of the dog. Breeder will provide feeding instructions, support, and reasonable communication during transition and throughout the dog's life.

6. Owner Responsibilities

Owner agrees to provide lifelong humane care, appropriate housing, proper nutrition, routine veterinary care, and necessary emergency care. An initial veterinary exam must occur within 3–5 business days of transfer.

Owner will house the dog indoors as a family companion. The dog will not be kept solely in a crate, kennel, or outdoors. Owner agrees to use positive training methods and safe socialization practices. Owner agrees to maintain communication with Breeder and provide updates, especially during the first year and during significant health events.

7. Health Guarantee

Breeder provides a one-year genetic health guarantee against life-threatening hereditary defects. Documentation must include a diagnosis from a licensed veterinarian and may require a secondary confirmation from a veterinarian of Breeder's choosing.

Exclusions include parasites, minor or cosmetic issues, injuries, poor nutrition, behavioral concerns, and conditions not requiring medical intervention.

If confirmed, Breeder will offer either a replacement puppy or a partial credit toward another puppy. Veterinary bills are not reimbursed.

Guarantee may be voided if puppy is bred without rights, improperly fed, not examined within the required timeframe, or rehomed without approval.

8. Nutrition Program Requirements

Owner agrees to feed PawTree Chicken & Sweet Potato or PawTree Chicken & Oatmeal as the primary kibble unless using PawTree Freeze-Dried Raw as a full replacement. Freeze-dried raw may also be used as a topper or as training treats.

Required supplements for the first 12 months include: PawTree Salmon Oil, PawTree 10-in-1 Multivitamin, and PawTree Plaque Control.

PawTree PawSeasonings are recommended but optional.

All diet changes after 12 months must be gradual and ideally reviewed with Breeder. Improper feeding may void portions of the guarantee.

Owner earns one entry per month each time an order is placed through Breeder's designated PawTree website.

9. Safety, Welfare & No-Roaming Policy

Owner agrees the dog will not roam freely and will be protected by secure fencing, leashes, and appropriate supervision. Tethering, chaining, or keeping the dog outdoors unsupervised is prohibited. Owner must protect the dog from environmental hazards, aggressive animals, abusive individuals, and unsafe conditions. Failure to do so may constitute a breach of this Agreement.

10. Spay/Neuter and Breeding Rights

Unless specified in a separate signed Breeding Rights Addendum, the dog is placed as Pet Home Only and may not be bred. Owner agrees to prevent accidental breeding.

If Breeding Rights are granted, all conditions including health testing, age limits, and registration policies will be defined in the Addendum. Unauthorized breeding is a serious breach and may result in repossession or refusal of future placements.

11. Return & Rehoming Policies

Breeder retains lifetime first right of return. If Owner cannot keep the dog, Owner must notify Breeder and return the dog or seek Breeder-approved placement.

Owner may not surrender the dog to a shelter, rescue, broker, pet store, or third party without written approval. Transfers to close family or friends may be approved with full contact information.

A seven-day return may be considered for non-health reasons at Owner's expense.

12. Repossession Rights

Breeder may repossess the dog without refund if the dog is neglected, abused, repeatedly roaming, bred without rights, or placed in unsafe or illegal circumstances.

Repossession is a last-resort measure and is exercised solely for the dog's welfare.

13. Liability Limitations

Once the dog is transferred, Breeder is not responsible for injuries, illnesses, behavioral issues, property damage, or costs incurred after transfer. Liability is limited to the original transfer fee paid.

14. Entire Agreement

This Agreement supersedes all prior negotiations, communications, and promises. No verbal agreements are binding unless written and signed by both parties.

15. Governing Law

This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

16. Signatures & Acknowledgements

Owner and Breeder acknowledge that they have read, understood, and agree to all terms listed in this document as well as the attached form pages.