# A picture containing website  Description automatically generatedPuppy/Dog Purchase Agreement & Guarantee

 (Limited Registration)

This agreement dated as of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_\_\_\_\_ is between Breeder, Sarah Harriger owner of Middle Fork Australian Shepherds, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Buyer. The subject of this Agreement is the below described puppy/dog.

· Registry: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

· Dams Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

· Sires Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

· DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

· Sex & Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Breeder and Buyer agree as follows:

1. Deposit. A non-refundable deposit of $\_\_\_\_\_\_\_\_\_\_shall be due and paid to Breeder prior to execution of this Agreement. The Deposit shall be applied to the final Purchase Price.
2. Purchase Price. The full price of $\_\_\_\_\_\_\_\_\_\_\_is agreed with the balance due the at the time the puppy leaves the Breeder to go to Buyer. Any shipping and handling expenses are the responsibility of and shall be paid by the Buyer. All payments due under this agreement shall be made in US Dollars and paid to Breeder through Good Dog, Venmo, Zelle, CashApp, PayPal, FB Messenger, Cash, or Money Order.
3. Limited Registration. The puppy/dog is a purebred Australian Shepherd and is being sold with Limited Registration. Breeder agrees to provide buyer with Registration papers. Puppy may compete in performance events such as Agility, Obedience, and Rally. The Puppy/Dog shall not be bred at any time.
4. Registered Name. Buyer agrees to use Middle Fork at the beginning of puppy/dogs Registered name.
5. Unauthorized Breeding. The puppy/dog is being solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring, buyer must return the puppy/dog to Breeder immediately and pay the Breeder$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per litter of offspring and all of Breeders warranties set forth in this Agreement will become null and void.
6. Breeder’s Obligations.
7. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy/dog will be transferred to Buyer upon the Buyers payment of the full Purchase price.
8. State of Health; Short-term Health Warranty. The puppy/dog (i) was previously examined by a licensed Veterinarian and was found to be in good health at that time and (ii) has the immunizations enumerated in the health records provided to the Buyer. Buyer, at it’s own expense must have the puppy/dog examined by a licensed Veterinarian within 72 hours. If within this examination period, a licensed Veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to Breeder for a full refund of the Purchase Price. The Veterinarian must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to the Breeder withing 48 hours of the Veterinarian examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyers ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog’s transportation from Breeder to Buyer and (z) all minor issues, including upper respiratory infections, allergic reaction, stress colitis/diarrhea, internal or external parasites or contagious viruses (including Canine parvo virus), UTI’s vaginitis or umbilical hernias.
9. Long-Term Health Warranty. Breeder provides a two-year warranty from the puppy’s/dog’s date if birth against and debilitating congenital conditions. For purposes of this section “Debilitating congenital conditions” (i) include Hip/Elbow Dysplasia, Collie Eye Abnormality, Degenerative Myelopathy, Hereditary Cataracts, Hyperuricosuria, Intestinal Cobalamin, Malabsorption, Multifocal Retinopathy 1 and Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration, and (ii) expressly does not include MDR1, which is a sensitivity to certain medication that can cause death if ingested or injected with. It is important to note that even a puppy/dog that does NOT carry this gene can have the same reaction as a puppy/dog who does. Please educate yourself and your veterinarian on this. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply and requested Veterinary records to Breeder. Breeder will be given the opportunity to take puppy/dog to licensed veterinarian of Breeder’s choice for examination.
10. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was “unfit for purchase” or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may choose to keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided the reimbursements will not exceed the Purchase Price amount).
11. No other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold in an “as is” condition, except as expressly and specifically set forth herein.

7· Buyer’s Obligations. Buyer Agrees to the following:

1. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fence) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/ dog’s lifetime, including but not limited to routine vaccinations and/or titers to maintain the puppy/dog’s immunity to common canine diseases.
2. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; (iii) annual examination by licensed veterinarian.
3. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
4. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog or allow it to become overweight;
5. Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is full grown or the activity is approved by a licensed Veterinarian; and
6. Avoidance of stress injuries, such as not allowing the puppy/dog to jump from over heights taller than itself and the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
7. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog shall be used for purposes vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
8. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer’s death or incapacity), at Breeders sole election, the puppy/dog shall be (a) returned to Breeder together with duly executed documentation transferring Buyer’s ownership interest in the puppy/dog to the Breeder or (b) rehomed by Buyer with Breeder’s written approval, in each case without any refunds or payments due to Buyer. If following receipt, Breeder decides to rehome the puppy/dog. Breeder may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by the Breeder in its sole discretion. Buyer acknowledges that the refund may be significantly less that the puppy/dog’s original Purchase Price depending upon the age, training, and condition of the puppy/dog.
9. Spay/Neuter Provisions. The right to ownership of puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of 1 year and providing proof of spaying/neutering to Breeder immediately upon completion (if requested by breeder). In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for any violation of the terms of this agreement, Buyer will be subject to, and hereby agrees to pay as a penalty, the sum of $1000 if puppy/dog is not spayed in accordance with this agreement.
10. Breach by Buyer. Buyer’s breach of any of the foregoing obligations shall result in Breeder’s warranties set forth in this Agreement being null and void.

8· Ongoing Communications. Buyer’s agree to promptly notify the Breeder of any change of address, email, or phone number. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each Calendar year, and to reply as promptly as possible to inquiries about puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the AKC or ASCA and (c) inform Breeder of any major changes in health of puppy/dog throughout the puppy/dog’s life, including but not limited to Cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal’s death.

9· Remedy for Mistreatment. If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, neglect or abuse, (a) Breeder has the right to take possession of the puppy/dog and its duly signed AKC and/or ASCA transfer papers/registration and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of puppy/dog in accordance with the section, Buyer shall not be entitled to any refunds of any payments made to Breeder.

10· Agreement to Mediate. If a dispute arises out of or related to this agreement, or the alleged breach thereof, and if the dispute is not settled though negotiation, the parties agree first to try in good faith to settle the dispute though mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on the terms acceptable to the mediator and/or mediation provider.

11· Governing Law. This agreement, and all matters arising out of relating to this agreement, shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the conflicts of law provisions thereof.

12· Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provisions of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force an effect as an original signature.

IN WITNESS WHEROF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER PRINTED NAME :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE SIGNED ON:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_