

## Puppy/Dog Purchase Agreement & Guarantee

This agreement (“**Agreement**”), dated as of \_\_\_\_\_, 2021 (the “**Effective Date**”), is between Happy Beards (“**Breeder**”), and \_\_\_\_\_ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

- **COLLAR NAME:** \_\_\_\_\_
- **SEX:** \_\_\_\_\_
- **DATE OF BIRTH:** \_\_\_\_\_
- **MICROCHIP #:** \_\_\_\_\_
- **SIRE:** \_\_\_\_\_
- **DAM:** \_\_\_\_\_

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$ \_\_\_\_\_ (“**Deposit**”) [shall be due and paid to Breeder upon execution of this Agreement] [has been paid to Breeder]. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Deposit is non-refundable.
2. **Purchase Price.** The full purchase price of \$ \_\_\_\_\_ (“**Purchase Price**”) is agreed with the balance due in full upon Buyer’s pickup of the puppy/dog. Venmo or Zelle may be used for payment if paid in advance by week 7, otherwise payment will be cash. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder.
3. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion and **breeding of the puppy/dog is expressly prohibited**. If at any time the puppy/dog has produced any offspring, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$ 3500 per litter of offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.
4. **Breeder’s Obligations.** Breeder represents and warrants the following:
  - a. **Ownership.** Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer’s payment of the full Purchase Price.
  - b. **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 had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy/dog (the “**Examination Period**”) for the guarantee in this section to be valid. If, within the 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 Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer’s 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 illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias. If the puppy is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is

properly disinfected before the appointment. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe

- c. Long-Term Health Warranty. Breeder provides a 1 year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" (i) include severe hip dysplasia and (ii) expressly do not include neurological issues, Cryptorchidism (absence of one or both testicles), and mild/moderate hip/elbow dysplasia. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies). If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.  
This warranty does not include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury. No warranties or guarantees, expressed or implied, are made under this contract except as stated. This warranty is non-transferable. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.
- d. 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 keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount). Alternatively, pup can be returned for the original purchase price.
- e. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

**5. Buyer's Obligations.** Buyer agrees to the following:

- a. Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate indoor housing and protection from the elements, a safe (preferably fenced) 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.
- b. Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.
- c. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
  - i. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
  - ii. 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

- iii. **Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.**
  - d. **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 of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold.
  - e. **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 Breeder's sole election, the puppy shall be (a) returned to Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder or (b) rehomed by Buyer with Breeder's prior 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 Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
  - f. **No Transfer Outside of the United States.** Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Breeder's prior written approval.
  - g. **Spay/Neuter Provision.** The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of 12 months and providing proof of such 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 \$ 3000 if puppy/dog is not spayed/neutered
  - h. **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.
6. **Agreement to Mediate.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
7. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Utah without regard to the conflicts of laws provisions thereof.
8. **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, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision 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 and effect as an original signature.

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

**BREEDER:**

**BUYER:**

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Name: Cory Spaulding  
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Phone: 661 390 8316

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