



Middle Tennessee Alapahas Puppy/Dog Purchase Agreement & Guarantee (Full Registration)

This agreement, dated as of _____, is between Latisha Wilson (“Breeder”), and _____ (“Buyer”).
The subject of this Agreement is the below-described puppy/dog.

- **REGISTRY:** International Alapaha Blue-Blood Bulldog Registry IABBR
- **REGISTERED NAME:** MTA’S _____
- **REGISTERED APPLICATION NUMBER:** ABBA-00- _____
- **SEX:** Male or Female
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** ABBA-00- _____ o
- **DAM:** _____
- **DAM REGISTERED #:** ABBA-00- _____ o

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$_____ 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 in all circumstances. However, if a puppy/dog that meets Buyer’s identified preferences is not available when it becomes Buyer’s turn to pick a puppy/dog from the selected litter, Buyer may elect to have the Deposit transferred to the next litter.
2. **Purchase Price.** The full purchase price of \$_____ is agreed with the balance due in full upon Buyer’s pickup of the puppy/dog. 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 via, or payments through, Good Dog <https://pay.gooddog.com/middle-tennessee-alapahas-tennessee> or cash on pickup.
3. **Full Registration.** The puppy/dog is a purebred Alapaha Blue-Blood Bulldog registered with the IABBR and is being sold with full registration, which allows show and breeding rights (after all required health testing) on the puppy/dog. Breeder agrees to provide Buyer with all IABBR registration papers.
4. **Registration by Buyer.** Buyer shall register the puppy/dog with the IABBR. <http://forms.iabbr.com/mta/> Buyer agrees to (a) use Breeder’s kennel name when registering the puppy/dog, (b) include the litter theme in selecting the puppy/dog’s registered name and (c) provide Breeder a photocopy of the puppy/dog’s IABBR registration as promptly as possible after receipt. Buyer will not change the puppy/dog’s registration name without Breeder’s prior written consent and will never remove the kennel prefix from the puppy/dog’s registration name.
5. **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 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.
- c. Long-Term Health Warranty. Breeder provides a **2**-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 **any disease that Embark currently tests for, EDS, and severe hip or elbow dysplasia.** and (ii) expressly do not include those common in all bulldog breeds such as entropion, extropian, allergies, or ccl tears. (for reference only, Good Dog's health testing levels by breed are available here: <https://www.gooddog.com/guide-to-good-dogs-health-testing-levels>). 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.
- 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 **[(x) return the puppy/dog and receive a replacement puppy/dog from the next available litter of equal or better value (y) return the puppy/dog and receive reimbursement of the original Purchase Price or (z) keep the puppy/dog and receive half of the cost of the dog as a refund. [Should the puppy/dog be returned or exchanged according to the terms of this section, Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, air freight charges, and transport fees.]**
- 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.

6. **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 housing primarily inside the home and protection from the elements while spending play time outside, 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. **All MTA pups/dogs must live inside as a member of the family. They must not be kept outside overnight in cages, kennels or chained up. Our pups/dogs deserve the same love and attention you would give your own human child.**
- 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; dog must be at a BCS (body condition system) level of between 4 and 7 for health guarantee to be valid.**
 - 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 by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
- 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. **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.

7. **Breeding Rights.**

- a. **Breeding Prospect.** Seller acknowledges that the puppy/dog is being sold as a breeding prospect and represents that, at the time of sale, the puppy/dog shows promise of being worthy of being bred as an adult at the time of sale. Buyer acknowledges that due to changes which can occur as a dog matures, and the necessity of health clearances being obtained prior to breeding, **Seller is not providing a guarantee that puppy/dog will be of breeding quality as an adult. If puppy/dog fails to pass any health clearances or is otherwise determined by Seller to be unsuitable for breeding, Buyer agrees (i) not to breed the puppy/dog and (ii) to promptly have a hysterectomy/vasectomy completed on the puppy/dog (at Buyer's expense) and provide proof of hysterectomy/vasectomy to Seller immediately upon completion.**
- b. **Breeding Costs.** Buyer is responsible for all costs related to breeding the puppy/dog, including, but not limited to, the costs of health clearances, stud fees, transportation, veterinary care, and whelping and raising the litter.
- c. **Seller's Ongoing Rights.** **If the puppy/dog is male, Buyer agrees to allow Seller to use the puppy/dog as a stud free of charge on any females owned, co-owned, or leased by Seller for a total of 1 litters in the puppy/dog's lifetime that result in at least 4 surviving pups per litter.**

8. **Showing Rights.**

- a. **Showing Prospect.** Seller acknowledges that the puppy/dog is being sold as a show prospect and represents that, at the time of sale, the puppy/dog is free from any major faults and shows promise of being able to complete an Alapaha breed championship. **Buyer acknowledges that due to changes which can occur as a dog matures, Seller is not providing a guarantee that puppy/dog will be of showing quality as an adult.**
 - b. **Maintenance.** Buyer agrees (i) to maintain the puppy/dog in show condition, which includes providing proper nutrition, training, and continuous socialization for the puppy/dog and (ii) to maintain the puppy/dog's optimal weight as appropriate for the show ring.
 - c. **Showing Rights.** Buyer may show the puppy/dog himself/herself, or may utilize the services of a professional handler. Buyer shall be responsible for all expenses related to showing the puppy/dog.
9. **Ongoing Communications.** Both parties agree to promptly notify the other 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 the puppy/dog from Breeder; (b) inform Breeder of any titles completed by

the puppy/dog as determined by the American Kennel Club or other registr(y)(ies) and (c) inform Breeder of any major change in the health of the 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 natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.

10. **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, abuse or neglect, (a) Breeder has the right to take full possession of the puppy/dog [and its duly signed IABBR transfer papers/registration] and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
11. **[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 by a Good Dog mediator 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.]
12. **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 [State] without regard to the conflicts of laws provisions thereof.
13. **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:

Signature here: _____ Date: _____

Signature here: _____ Date: _____

Name: _____

Name: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

