

Puppy Purchase Agreement

Ivy Meadows and Friends



Seller: Andrea Evans

Ivy Meadows and Friends

Address : _____

Phone : _____

Email : _____

Client(s) : _____

Address : _____

Phone : _____

Email : _____

1. Puppy Identification

Breed: Toy Australian Shepherd / Miniature American Shepherd

Litter Name: _____ Sex: Male / Female

Color: _____ Date of Birth: _____

Microchip Number: _____

ASDR Registration Number: _____

AKC Registration Number (if applicable): _____

Purchase Price: \$ _____

Deposit Received: \$ _____ Balance Due: \$ _____

Date Puppy Goes Home: _____

2. Purpose of Sale

This puppy is being sold as a companion/pet only. The Buyer agrees that the puppy shall not be bred, used for stud service, or otherwise reproduce prior to being spayed/neutered. The Buyer agrees to have the puppy spayed or neutered no later than twenty-four (24) months of age unless otherwise agreed to in writing by the Seller.

Proof of Altercation

The Buyer agrees to provide written veterinary proof of spay or neuter to the Seller within thirty (30) days of the procedure being completed and no later than the dog's second (2nd) birthday. Failure to provide proof of spay or neuter upon request shall constitute a breach of this Agreement.





Breeding Restriction

The Buyer understands that this puppy is being sold under a pet agreement and is not being sold with breeding rights. Any breeding, whether planned, accidental, intentional, or negligent, shall constitute a violation of this Agreement. This includes, but is not limited to, producing a litter from the dog, permitting a female dog to become pregnant, allowing a male dog to stand at stud, or otherwise allowing reproduction to occur. Should the Buyer violate the breeding restrictions contained in this Agreement, the Buyer agrees to pay the Seller liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) per occurrence. The parties agree that actual damages resulting from an unauthorized breeding would be difficult to calculate and that the amount stated above is a reasonable estimate of damages and not a penalty.

3. Initial Veterinary Appointment

The Buyer agrees to have the puppy examined by a licensed veterinarian within three (3) days of taking possession of the puppy. Weekends and legal holidays are excluded from this time requirement. Failure to complete this examination within the required timeframe shall render all health guarantees contained in this Agreement null and void. The examination is intended to verify that the puppy was delivered in good health and selling condition.

4. Health Guarantee

The Seller guarantees that, to the best of their knowledge, the puppy is healthy at the time of sale. The Seller provides a one (1) year genetic health guarantee against hereditary defects that significantly impair the puppy's ability to live a normal, healthy life as a companion animal. If a licensed veterinarian diagnoses a hereditary condition within the first year of life that substantially prevents the puppy from living a normal pet life, the Buyer must provide:

- Complete veterinary records.
- Written documentation from the diagnosing veterinarian.
- Any additional information reasonably requested by the Seller.

Should the Seller determine that the condition is covered under this guarantee, the Buyer shall have one of the following remedies:

- A. Receive a replacement puppy at no charge when one becomes available; OR
- B. Retain ownership of the affected puppy and receive a future puppy at fifty percent (50%) of the current purchase price.

Under no circumstances will cash refunds be issued.





5. Exclusions From Health Guarantee

The following conditions are specifically excluded from all guarantees:

- Internal or external parasites, including but not limited to worms, giardia, coccidia, ticks, and similar organisms.
 - Undescended testicles (cryptorchidism).
- Minor underbites or overbites that do not interfere with normal quality of life.
- Conditions that do not significantly affect the puppy's ability to live as a healthy companion animal.
 - Conditions resulting from injury, neglect, accident, environmental exposure, poor nutrition, obesity, improper exercise, failure to provide veterinary care, or any circumstance beyond the Seller's control.

The Seller follows a preventative deworming protocol and deworms puppies at approximately two (2), four (4), and six-and-one-half (6.5) weeks of age. However, parasites are extremely common in puppies and dogs. Stress associated with moving to a new home may also cause previously dormant parasites to become active. Therefore, parasites are not considered grounds for replacement, reimbursement, compensation, or refund.

6. MDR1 Notice

Regardless of genetic testing status, the Buyer agrees to inform all veterinarians treating the puppy that the puppy is to be treated as though it is MDR1 positive. The Buyer agrees to request that this information be documented in the puppy's veterinary records and that medications known to be potentially problematic for MDR1-affected dogs be administered only with veterinary consideration and oversight.

7. Registration

The puppy will be provided with registration paperwork through the American Stock Dog Registry (ASDR). Certain puppies may additionally be eligible for registration through the American Kennel Club (AKC). If applicable, those registration documents shall also be provided.

The Seller makes no guarantee regarding future show quality, breeding quality, color development, coat development, adult size, ear set, bite development, fertility, reproductive capability, performance ability, working ability, or any other trait that may change as the puppy matures.

8. Veterinary Care Requirements

The Buyer agrees to provide appropriate lifelong care, including but not limited to:

- Routine veterinary examinations.
 - Age-appropriate vaccinations and/or veterinarian-recommended titer testing.
 - Parasite prevention and treatment.
 - Proper nutrition.
 - Adequate exercise.
 - Safe housing.
 - Humane treatment.
- Failure to provide appropriate care may void any remaining guarantees under this Agreement.





9. Microchip Requirement

The Seller shall remain listed as a permanent secondary contact on the microchip for the life of the dog. The Buyer agrees not to remove the Seller as a secondary contact. If the puppy becomes lost and the Seller incurs expenses recovering the puppy from a shelter, animal control facility, rescue organization, veterinary clinic, or similar entity, and the puppy is deemed appropriate to be returned to the Buyer, the Buyer agrees to reimburse the Seller for:

- Any fees paid to recover the puppy.
- Reasonable mileage and transportation expenses incurred by the Seller.

10. Return Policy and Transfer Restriction

If at any time during the dog's life the Buyer is unable or unwilling to keep the dog, the dog must be returned to the Seller. The dog may not be surrendered to a shelter, rescue organization, pet store, research facility, auction, broker, or any other third party without the Seller's prior written consent. The Buyer shall not sell, gift, lease, transfer, trade, rehome, or otherwise dispose of the dog without first contacting the Seller and obtaining written permission. The Seller shall have the first right of refusal should the Buyer be unable to retain ownership of the dog. All transportation and return expenses shall be the responsibility of the Buyer. No refund shall be provided for returned dogs unless otherwise agreed to in writing by the Seller.

11. Abuse or Neglect

If the Seller reasonably determines that the dog is being abused, neglected, abandoned, inadequately cared for, or maintained in unsafe conditions, the Seller reserves the right to require the return of the dog. The Buyer agrees to cooperate fully in the return process and shall be responsible for all costs associated with returning the dog to the Seller.

12. Refund Policy

The Buyer understands and agrees that all sales are final. No refunds shall be provided after the puppy has been delivered to the Buyer. The only exception shall be if the Seller elects not to complete the sale or is unable to provide a puppy after accepting a deposit. In such cases, the Buyer's deposit shall be refunded.

13. Limitation of Liability

The Buyer acknowledges that animals are living creatures and that no breeder can guarantee lifelong health, temperament, behavior, training success, fertility, performance ability, show success, or freedom from all future medical conditions. The Seller's maximum liability under this Agreement shall be limited solely to the remedies specifically provided herein.

Under no circumstances shall the Seller be responsible for:

- Veterinary expenses. • Emergency veterinary expenses. • Surgical expenses. • Boarding costs.
- Training expenses. • Transportation expenses. • Emotional distress damages. • Consequential damages. • Incidental damages. • Lost wages. • Attorney fees. • Any other costs incurred by the Buyer.

The remedies provided within this Agreement are the Buyer's sole and exclusive remedies.





14. Non-Transferability of Guarantee

All guarantees contained in this Agreement apply only to the original Buyer listed on this Agreement and are not transferable to any subsequent owner, custodian, or possessor of the dog. Any transfer of ownership without the Seller's written approval immediately terminates all guarantees contained herein.

15. Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Michigan. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the courts serving Jackson County, Michigan. The parties consent to the jurisdiction and venue of those courts.

16. Photos, Updates and Media Release

The Buyer agrees to provide the Seller with a minimum of one (1) update regarding the dog each calendar year. Updates may be provided by email, text message, social media message, or other mutually agreed-upon method and may include photographs, videos, health information, accomplishments, or general information about the dog. The Buyer grants the Seller permission to use any photographs, videos, or updates voluntarily provided by the Buyer for kennel records, educational purposes, advertising, promotion, social media, websites, printed materials, and other business-related purposes associated with Ivy Meadows and Friends. The Seller agrees not to represent the dog as being owned by the Seller after ownership has transferred to the Buyer and will not disclose the Buyer's personal information without permission, except as required by law.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, representations, understandings, advertisements, social media posts, website content, and verbal communications. No modification of this Agreement shall be valid unless made in writing and signed by both parties. By signing below, both parties acknowledge that they have read, understood, and agree to all terms contained in this Agreement.

SELLER

Signature: _____

Printed Name: _____

Date: _____

BUYER

Signature: _____

Printed Name: _____

Date: _____

