



Puppy/Dog Purchase Agreement & Guarantee

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

1. NAME:
2. SEX:
3. DATE OF BIRTH:
4. MICROCHIP #:
5. SIRE:
6. DAM:
7. COLOR
8. EYES

The Breeder and Buyer agree as follows:

1. Deposit.

Buyer has paid a non-refundable deposit of \$400.00 (“Deposit”) to Breeder. The Deposit shall be applied toward the Purchase Price (defined below). The Deposit is governed by the separate Deposit Agreement signed by Buyer, which is incorporated herein by reference. In the event that a puppy/dog meeting 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 transfer the Deposit to a future litter in accordance with the Deposit Agreement.

2. Purchase Price.

The full purchase price of \$ _____ is agreed upon with the balance due in full (a) at least 24 hours before the puppy/dog is delivered to the Buyer or (b) upon the 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 the Breeder via payments through Good Dog. Buyer acknowledges that the Breeder does not accept any other forms of payment.

3. Registration by Buyer.

Buyer agrees to (a) use Breeder’s kennel name when registering the puppy/dog with any registry and (b) will never remove the kennel prefix from the puppy/dog’s registration name. Kennel's name shall be as follows: Nebula Ranch

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 within 48 hours of 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 ("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, Buyer may return the puppy/dog to the Breeder for a refund of the Purchase Price, subject to the Return/Refund Remedy section below. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase," which must be sent to the Breeder within twenty-four (24) hours of the veterinary examination.

The foregoing short-term guarantee expressly excludes (a) any health issues caused by Buyer's ill-treatment, abuse, or neglect; (b) any health issues that result from transportation or transfer stress; and (c) minor illnesses and transitional issues, including but not limited to: upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites, UTIs, vaginitis, or umbilical hernias.

- c. Long-Term Health Warranty. Breeder provides a one (1) year warranty from the puppy/dog's date of birth against any debilitating congenital conditions resulting in severely diminished life quality, humane euthanasia, or a significantly shortened lifespan. This Guarantee does NOT cover: Cherry eye, Entropion, Ectropion, Allergies (skin or other), undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodectic mange.

Breeder will NOT replace a puppy/dog due to heat stroke, abuse/neglect, lack of proper nutrition, hygiene, or improper socialization. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform the Breeder and supply any requested veterinary records. Breeder will be given the opportunity to have the puppy/dog examined by a licensed veterinarian of Breeder's choice.

- d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" within the Examination Period or (ii) has a covered congenital condition identified within the warranty periods described above, Buyer may return the puppy/dog to Breeder and receive either: (a) a replacement puppy/dog of equal value from the next available litter, or (b) a refund of the original Purchase Price.

Buyer is responsible for all transportation costs and veterinary costs associated with return. No refund or replacement shall be issued unless the puppy/dog is returned to Breeder, unless prohibited by law.

- 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 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.
- 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. provide proper nutrition to support ideal growth and maintain optimum body condition;
 - ii. not overfeed the puppy/dog nor allow it to become overweight;
 - iii. provide proper daily exercise, but no forced exercise (such as jogging) until the puppy/dog is fully grown or approved by a licensed veterinarian; and
 - iv. avoid stress injuries, including not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until fully grown or 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 (Right of First Refusal). If at any time Buyer is unable to keep or care for the puppy/dog, Buyer must notify Breeder. At Breeder’s sole election, the puppy/dog shall be
 - (a) returned to Breeder together with executed documentation transferring Buyer’s ownership interest to Breeder, or
 - (b) rehomed by Buyer with Breeder’s prior written approval, in each case without any refunds or payments due to Buyer. Buyer agrees the puppy/dog shall not be surrendered to a shelter or rescue organization without Breeder’s written approval.

- 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.

6. Breeding Rights.

- a. Breeding Prospect. The seller is not providing a guarantee that the puppy/dog will be of breeding quality as an adult. Buyer agrees to have the puppy/dog examined by a licensed veterinarian and complete genetic testing for any and all genetic, hereditary, and congenital defects prior to breeding. Buyer agrees to furnish the results to Breeder before moving forward with any breeding practices. If the 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 Coats. 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 (Stud Use for Male Puppies). If the puppy/dog is male, Buyer agrees to allow Breeder to use the puppy/dog as a stud on one (1) litter for any female owned, co-owned, or leased by Breeder. Breeder shall pay Buyer a stud fee of \$250. This right shall be exercisable only if, in Breeder's reasonable discretion, the puppy/dog is healthy and suitable for breeding at the time of breeding. The litter must result in at least three (3) surviving pups for the stud use to be considered fulfilled.

7. Remedy for Mistreatment.

If the Breeder believes the puppy/dog is not receiving proper care, 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) the Breeder has the right to take full possession of the puppy/dog, and
- (b) all Breeder warranties herein shall become null and void.

For avoidance of doubt, if Breeder takes possession under this section, Buyer shall not be entitled to refunds of any payments made. Any/all applicable legal action may be taken against Buyer for mistreatment, notwithstanding the agreement to mediate.

8. 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 other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

9. Chargeback / Payment Dispute Expectation.

Buyer agrees not to initiate chargebacks, payment disputes, or payment reversals related to this Agreement without first providing Breeder written notice and a reasonable opportunity to resolve the concern in good faith.

10. 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 WA without regard to the conflicts of laws provisions thereof.

11. Attorney Fees

In any action or proceeding arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

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, modifications, or waivers to this Agreement will be effective unless in writing and signed by both parties.

If 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 counterparts. This Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

13. 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 reply promptly to inquiries;
- (b) inform Breeder of any titles completed by the puppy/dog as determined by any registry; and
- (c) inform Breeder of any major change in the health of the puppy/dog throughout its life, including 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. This information ensures that the Breeder maintains a quality program.

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

BREEDER:

BUYER:

Name: _____

Name: _____

Address: _____

Address: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

