**Puppy/Dog Purchase Agreement & Guarantee**

**(Limited Registration)**

This agreement (“**Agreement**”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Breeder**”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

* **REGISTRY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **REGISTERED NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **REGISTERED NUMBER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **SEX:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **DATE OF BIRTH:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **SIRE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **SIRE REGISTERED #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **DAM:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **DAM REGISTERED #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Breeder and Buyer agree as follows:

1. **Limited Registration.** The puppy/dog is a purebred Basset Hound, registered with the AKC (American Kennel Association), and is being sold with limited AKC registration. Breeder agrees to provide Buyer with all AKC registration papers via the Buyer’s email address provided, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally).

1. **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,
	1. If your female puppy who has been given AKC Limited Registration, becomes pregnant the litter produced is the property of the Breeder (Iron Sentry Farms) and shall be handed over to the Breeder at 8 weeks of age. If the puppies are not handed over, the Buyer agrees to pay a monetary penalty of $1,000 per puppy to the Breeder.
	2. If your male puppy who has been given AKC Limited Registration, fathers a litter by a female owned by the Buyer, the litter is the property of the Breeder (Iron Sentry Farms) and shall be handed over to the Breeder at 8 weeks of age. If the litter is not handed over to the Breeder, the Buyer agrees to pay the Breeder a monetary penalty of $1,000 per puppy. If the male puppy who has been given AKC Limited Registration, fathers a litter to a female not owned by the Buyer, the Buyer agrees to pay a monetary penalty of $1,000 per puppy to the breeder.
2. **Breeder’s Obligations.** Breeder represents and warrants the following:

	1. 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.
	2. 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 (not including weekends or holidays) 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, the puppy/dog may be returned to Breeder for a replacement from the Breeders next litter, no refunds will be given. The veterinarian must provide a written statement deeming the puppy/dog to be in debilitating health, 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.
	3. Long-Term Health Warranty. Breeder provides a 1-year warranty from the puppy/dog’s date of birth against any life-threatening congenital conditions. In the event the puppy/dog exhibits symptoms of a suspected life-threatening 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.
	4. Returns. If it is determined by a licensed veterinarian that the puppy/dog has a life-threatening congenital condition that is identified within the warranty periods described above, the Buyer may return the puppy to the Breeder for a replacement from the Breeder’s next litter.
	5. 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.
3. **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 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.
	2. 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.
	3. Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
		1. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
		2. 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
		3. 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.
	4. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.
	5. 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.
	6. 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.
	7. 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 1 Years old and providing proof of such spaying/neutering to Breeder immediately upon completion. 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 $1,000 if puppy/dog is not spayed/neutered in accordance with this Agreement.
	8. 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.
4. **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 AKC 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.
5. **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.
6. **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 Michigan without regard to the conflicts of laws provisions thereof.
7. **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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_