

Puppy/Dog Purchase Agreement & Guarantee

(Limited AKC Registration)

This agreement, dated as of _____, 20____, is between Chelsea Rogers (“Breeder”), and _____ (“Buyer”). The subject of this Agreement is the below-described, Pembroke Welsh Corgi puppy.

- **REGISTRY:** _____
- **REGISTERED NUMBER:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** _____
- **DAM:** _____
- **DAM REGISTERED #:** _____

The Breeder and Buyer agree as follows:

Deposit. A non-refundable deposit of \$400 has been paid to Chelsea Rogers. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. Buyer acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy that meets Buyer’s identified preferences is not available when it becomes Buyer’s turn to pick a puppy from the selected litter, Buyer may elect to have the Deposit transferred to the next litter.

Purchase Price. The full purchase price of \$2,000 is agreed, with the remaining balance due in full upon Buyer’s pickup of the puppy. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Good Dog, Paypal, Zelle, Venmo or cash.

Limited Registration. The puppy is a purebred Pembroke Welsh Corgi registered with the American Kennel Club (AKC) and is being sold with limited registration. Breeder agrees to provide Buyer with registration papers. The puppy shall not be bred at any time and if pups are produced, such offspring will not be eligible for registration.

Registration by Buyer. Buyer shall register the puppy with the American Kennel Club (AKC). Buyer

agrees to use Breeder's kennel name (RFBC) at the beginning of the chosen registry name when registering the puppy.

Breeder's Obligations. Breeder represents and warrants the following:

Ownership. Breeder is the lawful owner of the puppy and has the right to transfer ownership of the puppy to Buyer. Ownership of the puppy will be transferred to Buyer upon Buyer's payment of the full Purchase Price.

State of Health: Short-Term Health Warranty. The puppy (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 examined by a licensed veterinarian **within 72 hours** of receiving the puppy for the guarantee in this section to be valid. If, within the examination period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale, the puppy may be returned to Breeder for a replacement puppy, when available, at breeder's discretion. All items covered under this guarantee are by replacement only, not a refund. The veterinarian must provide a written statement deeming the puppy "unfit for purchase" and include all documentation, 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's transportation from Breeder to Buyer and (z) all minor illnesses and health issues, including but not limited to upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis, or umbilical hernias.

State of Health: Long-Term Health Warranty.

Breeder provides a **one-year health guarantee from date of birth against genetic defects**. Should a licensed veterinarian diagnose the puppy with a life-threatening genetic defect, having been there from birth, the Breeder will replace the puppy, at breeder's discretion. All items covered under this guarantee are by replacement only, not a refund. A puppy with a genetic defect must be returned to the breeder with appropriated documentation from a licensed vet to qualify for a replacement puppy;

Buyer's Obligations. Buyer agrees to the following:

Proper Care. Buyer will provide good and proper care of the puppy. 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's lifetime, including but not limited to, routine vaccinations to maintain the puppy's immunity to common canine diseases.

Veterinary Care. Buyer will also provide the following veterinary care: (i) routine vaccinations to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.

Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:

Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy nor allow it to become overweight;

Proper daily exercise to maintain the puppy in good condition, but no forced exercise (such as jogging) until the puppy is full grown or the activity is approved by a licensed veterinarian; and

Avoidance of stress injuries, such as not allowing the puppy to jump from or over heights taller than itself at the shoulder until the puppy is full grown or the activity is approved by a licensed veterinarian.

Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy. Buyer agrees neither the puppy, nor any offspring of the puppy, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy, nor any progeny of the puppy, shall be sold by or through any commercial broker or wholesale establishment, any chain store, catalog sales house or pet store.

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 for any reason the buyer cannot care for the puppy for any reason or anytime, the breeder will take the puppy back with no questions asked.

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.**

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.

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.

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 Texas without regard to the conflicts of laws provisions thereof.

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:

Signature:

Email:

Phone:

BUYER:

Signature:

Email:

Phone: