

Puppy/Dog Purchase Agreement & Guarantee

(Limited Registration)



This agreement dated as of ____/____/____ is between Breeder, Lydia (Lily) Conkling owner of

Sage House Pups, and _____, the Buyer.

The subject of this Agreement is the below described puppy/dog.

- Registry:
- Dams Name:
- Sires Name:
- DOB:
- Sex & Color:

The Breeder and Buyer agree as follows:

1. Deposit.
 - a. A non-refundable deposit of \$_____ shall be due and paid to Breeder prior to execution of this Agreement. The Deposit shall be applied to the final Purchase Price.
2. Purchase Price.
 - a. The full Purchase Price of \$_____ is the agreed balance, including the Deposit, is due at the time the puppy leaves the Breeder to go to the Buyer. Any shipping and handling expenses are the responsibility of and shall be paid by the Buyer. All payments due under this agreement shall be made in US Dollars and paid to the Breeder through Venmo, Cash, or Money Order/Cashier's Check.
3. Limited Registration.
 - a. The Puppy/Dog is a purebred Australian Shepherd and is being sold with Limited Registration. Breeder agrees to provide the Buyer with Registration Papers. The Puppy/Dog may compete in performance events such as Agility, Obedience, and Rally. The Puppy/Dog shall not be bred at any time.
4. Registered Name.
 - a. The Buyer agrees to use Sage House Pups at the beginning of the Puppy/Dog's Registered Name.
5. Unauthorized Breeding.

- a. The Puppy/Dog is being purchased solely as a companion, and the breeding of the Puppy/Dog is expressly prohibited. If at any time the Puppy/Dog has produced any offspring, the Buyer must return the Puppy/Dog, and any offspring, to the Breeder immediately and pay the Breeder \$5000 per litter of offspring and all of Breeders Warranties set forth in this Agreement will become null and void.
- 6. Breeder's Obligations.
 - a. Ownership.
 - i. Breeder is the lawful owner of the Puppy/Dog and has the right to transfer ownership of the Puppy/Dog to the Buyer. Ownership of the Puppy/Dog will be transferred to the Buyer upon the Buyer's payment of the full Purchase Price.
 - b. State of Health; Short-term Health Warranty
 - i. The Puppy/Dog was previously examined by a licensed Veterinarian and was found to be in good health at that time and
 - ii. Has the immunizations enumerated in the health records provided to the Buyer. Buyer, at their own expense must have the Puppy/Dog examined by a licensed Veterinarian within 72 hours after transfer of ownership. If within this examination period, a licensed Veterinarian finds the Puppy/Dog to be unhealthy or unfit for sale, the Puppy/Dog may be returned to the 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 the Breeder within 48 hours of the Veterinarian examination. (a PDF of the document may be sent to SageHousePups@gmail.com) The foregoing guarantee expressly excludes
 - 1. Any health issues caused by the Buyer through: ill-treatment, abuse, or neglect,
 - 2. Any health issues that result from the Puppy/Dog's transportation from the Breeder to the Buyer and
 - 3. Any health issues, including upper respiratory infections, allergic reaction, stress colitis/diarrhea, internal or external parasites or contagious viruses (including Canine parvo virus), UTI's vaginitis or umbilical hernias.
 - c. Long-term Health Warranty.
 - i. The Breeder provides a one-year warranty from the Puppy's/Dog's date of birth against and debilitating congenital conditions. For purposes of this section "Debilitating Congenital Conditions"
 - 1. Include Hip/Elbow Dysplasia, Collie Eye Abnormality, Degenerative Myelopathy, Hereditary Cataracts, Hyperuricosuria, Intestinal Cobalamin, Malabsorption, Multifocal Retinopathy 1 and Progressive Retinal Atrophy, Progressive Rad-Cone Degeneration, and
 - 2. Expressly does not include MDR1, which is a sensitivity to certain medication that can cause death if ingested or injected with. It is important to note that even a Puppy/Dog that does NOT carry this gene can have the same reaction as a Puppy/Dog who does. Please educate yourself and your veterinarian on this. In the event the Puppy/Dog exhibits symptoms of a suspected Debilitating Congenital Condition, the Buyer must immediately inform the Breeder and supply the requested Veterinary records to the Breeder showing the Debilitating Congenital Condition. The Breeder will be given the opportunity to take the Puppy/Dog to a licensed veterinarian of the Breeder's choice for examination.
 - d. Returns/Refunds.
 - i. If it is determined by a licensed veterinarian that the Puppy/Dog
 - 1. Was "unfit for purchase" or

2. Has a genetic disorder that is identified within the warranty periods described above, The Buyer MAY choose to keep the Puppy/Dog and receive reimbursement for any veterinary expenses related to the illness (provided the reimbursements will not exceed the Purchase Price amount).
 3. No other Warranties.
 - a. No other warranties or guarantees, expressed or implied, are made by the Breeder, and the Puppy/Dog is sold in an “as is” condition, except as expressly and specifically set forth herein.
7. Buyer's Obligations. The Buyer Agrees to the Following:
 - a. Proper Care of the Puppy/Dog
 - i. Buyer will provide a good and proper care of the Puppy/Dog. Such care includes, but is not limited to: 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.
 - b. Veterinary Care.
 - i. Buyer will also provide the following Veterinary care:
 1. Routine vaccinations or titers to prevent common infectious diseases;
 2. Routine treatment for internal and external parasites;
 3. Annual examinations by licensed veterinarians.
 - c. Care to prevent Orthopedic Conditions.
 - i. Buyer will also provide the following care:
 1. Proper nutrition to support ideal growth and maintain optimum body conditions. Buyer will not overfeed the Puppy/Dog or allow them 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 fully 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 over heights taller than the Puppy/Dog itself and the shoulder until the Puppy/Dog is full grown or the activity is approved by a licensed Veterinarian.
 - d. Sale Prohibition.
 - i. 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 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.
 - i. If, at any time, the Buyer is unable to keep or care for the Puppy/Dog (including upon Buyer's death or incapacity), at Breeders sole election, the Puppy/Dog shall be
 1. Returned to the Breeder together with duly executed documentation transferring Buyer's ownership interest in the Puppy/Dog to the Breeder or
 2. Rehomed by Buyer with Breeder's written approval, in each case without any refunds or payments due to Buyer. If following receipt, Breeder decides to rehome the Puppy/Dog, the 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 the Breeder in its sole discretion. Buyer acknowledges that the refund may be

significantly less than the Puppy/Dog's original Purchase Price depending upon the Age, Training, and Condition of the Puppy/Dog.

3. Rehoming by the Buyer without written consent by the Breeder will result in a \$1,000 fine, and the Buyer will be responsible for any extra cost associated with bringing the Puppy/Dog back under the Breeder's care.

- a. This includes but is not limited to: gas, travel expenses, food, legal bills, etc.

- ii. If the Buyer at any time decides to return the Puppy/Dog due to trends in popularity of breed, or holiday events, a refund will not be issued and the Buyer is responsible for paying for any care required of the Puppy/Dog up to the point of transfer of ownership.

f. Spay/Neuter Provisions.

- i. The Right to ownership of the Puppy/Dog is conditioned upon the Buyer paying all costs and expenses to Spay/Neuter the Puppy/Dog between the ages of 4 months to 24 months of age and providing proof of Spaying/Neutering to the Breeder immediately upon completion (if requested by the Breeder). In addition to such other remedies as may be available to Breeder in an action in equity and/or at law for violation of the terms of this agreement, the Buyer will be subject to, and hereby agrees to pay as a penalty, the sum of \$1000 if the Puppy/Dog is not Spayed/Neutered in accordance with this agreement.

g. Breach by Buyer.

- i. Buyer's breach of any of the foregoing obligations shall result in the Breeder's Warranties and Guarantees set forth in this Agreement to be null and void.

8. Ongoing Communications.

- a. Buyer agrees to promptly notify the Breeder of any change of address, email, or phone number.

Buyer agrees to

- i. Maintain contact with the 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 the Breeder;
 - ii. Inform Breeder of any titles completed by the Puppy/Dog as determined by the AKC, ASCA or ASDR and
 - iii. Inform Breeder of any major changes in 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. (This information is gathered for reference of future litters. This helps ensure Sage House Pups are breeding healthy, happy companions.) The Buyer will, upon the accidental death of the Puppy/Dog, promptly notify the Breeder of the particulars of the Puppy/Dog's death.

9. Remedy for Mistreatment.

- a. 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 of their choice. If such veterinarian finds the Puppy/Dog to be victim of ill-treatment, neglect or abuse

- i. Breeder has the right to take possession of the Puppy/Dog and its duly signed AKC, ASCA and/or ASDR transfer papers/registration and
 - ii. All Breeder Warranties herein shall become null and void. For the avoidance of doubt. If the Breeder takes possession of the Puppy/Dog in accordance with the section, Buyer shall not be entitled to any refunds of any payments made to the Breeder.

10. Agreement to Mediate.

- a. If a dispute arises out of or related 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 through mediation before resorting to arbitration, litigation, or some other dispute

resolution procedure. The Process shall be confidential based on the terms acceptable to the mediator and/or mediation provider.

11. Governing Law.

- a. This agreement, and all matters arising out of relating to this agreement, shall be governed by and construed in accordance with the laws of the State of Utah without regard to the conflicts of law provisions thereof.

12. Miscellaneous.

- a. 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 or modifications or waivers to this Agreement will be effective unless written and signed by both parties. In the event that any provisions of this Agreement are 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 effect as an original signature.

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

BREEDER: _____

BUYER PRINTED NAME: _____

DATE SIGNED ON: _____

BUYER PHONE: _____

BUYER ADDRESS: _____

BUYER EMAIL: _____