

**Puppy/Dog Purchase Agreement & Guarantee  
(Pet & Companion Contract)**

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

- **SEX:** \_\_\_\_\_
- **DATE OF BIRTH:** \_\_\_\_\_
- **SIRE:** \_\_\_\_\_
- **DAM:** \_\_\_\_\_

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$500 (“**Deposit**”) has been paid to Breeder. The Deposit shall be applied to the final Purchase Price (defined below).
2. **Purchase Price.** The full purchase price of \$\_\_\_\_\_ (“**Purchase Price**”) is agreed with the balance due in full (and cleared the bank) before Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments (except deposit) due under this Agreement shall be made in US Dollars as cash only.
3. **Limited Registration.** The puppy/dog is an \_\_\_\_\_ and is being sold as a companion and/or pet. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time.
4. **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, (a) Buyer must return the puppy/dog to Breeder immediately and pay Breeder \$1,500 per litter of offspring and (b) all of Breeder’s warranties set forth in this Agreement will become null and void.
5. **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 upon 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 (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 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 or unfit for sale, the puppy/dog may be returned to 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 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, undescended testicles or umbilical hernias.
  - c. Long-Term Health Warranty. Breeder provides a one-year warranty from the puppy/dog’s date of birth against any debilitating congenital conditions. For purposes of this section, “debilitating

congenital conditions” (i) include MDR1, a common genetic defect in Australian Shepherds. Unless otherwise noted, the sire and dam of puppy/dog have been genetically cleared of MDR1. In the event the puppy/dog exhibits symptoms of a suspected debilitating 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.

- d. 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.

**6. 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 to maintain the puppy/dog’s immunity to common canine diseases.
- 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. Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
  - ii. 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
  - iii. 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.
- 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. 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, following receipt, Breeder decides to rehome the puppy/dog, 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 Breeder in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog’s original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- 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.



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

**BREEDER:**

**BUYER:**

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Name: [Redacted]  
Address: [Redacted]  
Email: [Redacted]  
Phone: [Redacted]

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Name: [Redacted]  
Address: [Redacted]  
Email: [Redacted]  
Phone: [Redacted]

