

**Puppy/Dog Purchase Agreement & Guarantee
(Limited Registration)**

This agreement (“**Agreement**”), dated as of _____, 20__ (the “**Effective Date**”), is between Run’n Bear LLC (“**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:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** _____
- **DAM:** _____
- **DAM REGISTERED #:** _____

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$300.00 (“**Deposit**”) shall be due and paid to the Breeder upon execution of this Agreement. The Deposit will secure your spot on the puppy waitlist. The Deposit shall be applied to the final Purchase Price (defined below).
2. **Buyer Deposit Acknowledgements.** Buyer further acknowledges and agrees that (a) Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected; (b) the Deposit gives Buyer a “pick” place but does not guarantee a puppy or that Buyer’s preferences will be available when it is Buyer’s turn to pick; (c) pick places are given on a first come first served basis and Buyer’s place in line is not negotiable, and (d) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult.
3. **Purchase Price.** The full purchase price of \$ _____ (“**Purchase Price**”) is agreed with the balance due in full upon Buyer’s pickup of the puppy/dog. We will hold the puppy for an additional 2 weeks without kennel charges as long as we have complete payment at 8 weeks old. After 2 weeks, boarding fees of \$20 a day will commence. 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 Cash or through Good Dog at <https://pay.gooddog.com/runn-bear-mini-aussies>
4. **Limited Registration.** The puppy/dog is a purebred Miniature Australian Shepherd registrable with the American Kennel Club and/or American Stock Dog Registry and is being sold with limited registration. The breeder agrees to provide the Buyer with all American Kennel Club and/or American Stock Dog Registry registration papers. 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. If pups are produced, such offspring will not be eligible for American Kennel Club and/or American Stock Dog Registry registration.
5. **Registration by Buyer.** Buyer shall register the puppy/dog with the American Kennel Club and/or American Stock Dog Registry. Buyer agrees to (a) use Breeder’s kennel name when registering the puppy/dog, (b) include the litter theme in selecting the puppy/dog’s registered name, and (c) provide Breeder a photocopy of the puppy/dog’s American Kennel Club and/or American Stock Dog Registry registration as promptly as possible after receipt. Buyer will not change the puppy/dog’s registration name without the Breeder’s prior written consent and will never remove the kennel prefix from the puppy/dog’s

registration name.

6. **Unauthorized Breeding.** The puppy/dog is being sold solely as a companion, and breeding of the puppy/dog is expressly prohibited. If the puppy/dog has produced any offspring at any time, all of the Breeder's warranties set forth in this Agreement will become null and void.
7. **Breeder's Obligations.** Breeder represents and warrants the following:
 - a. Ownership. The 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 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 the Buyer. At its own expense, the buyer must have the puppy/dog examined by a licensed veterinarian within 72 hours 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 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 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.
 - c. Long-Term Health Warranty. The breeder provides a 5-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 Collie Eye Anomaly, Degenerative Myelopathy (Common Variant), Hereditary Cataracts (Australian Shepherd Type), Hyperuricosuria, Intestinal Cobalamin Malabsorption (Australian Shepherd Type), Intestinal Cobalamin Malabsorption (Border Collie Type), Multidrug Resistance 1, Multifocal Retinopathy 1, Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration and (ii) expressly do not include congenital conditions not listed in (i) above. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, the Buyer must immediately inform the Breeder and supply any requested veterinary records to the Breeder. 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. If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount). Should the puppy/dog be returned or exchanged according to the terms of this section, the Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, air freight charges, and transport fees.
 - e. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by the Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.
8. **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, deworming, 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. The 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 fully 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 fully grown or the activity is approved by a licensed veterinarian.
 - d. The buyer is not acting as an agent in the purchase of the puppy/dog. The buyer agrees that neither the puppy/dog nor any offspring shall be used for purposes of vivisection or research. Additionally, the buyer agrees that neither the puppy/dog nor any progeny shall be sold by or through any commercial broker, wholesale establishment, chain store, catalog sales house, or pet store.
 - e. Restrictions on Transfer. Life sometimes happens, and we are still on your team if you can no longer care for your dog. If, at any time, the 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. **We will accept any of our dogs back at any age, in any condition, no questions asked about your situation.**
 - f. No Transfer Outside of the United States. The buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without the Breeder's prior written approval.
 - g. Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon the Buyer paying all costs and expenses to spay/neuter the puppy/dog no later than the age of 13 months and providing proof of such spaying/neutering to the Breeder immediately upon completion (if requested by Breeder). The puppy/dog must not be spayed or neutered until at least 12 months of age. Failure to wait will void this guarantee.
 - h. 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.
9. **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 to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder of any titles completed by the puppy/dog as determined by the American Kennel Club or other registry and (c) inform Breeder of any major change in the 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. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Breeder of the particulars of the animal's death.

10. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, the 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 its duly signed AKC and/ or ASDR transfer papers/registration] and (b) 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 this section, the Buyer shall not be entitled to any refunds of any payments made to the Breeder.
11. **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.
12. **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 Georgia without regard to the conflicts of law's provisions thereof.
13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein. It 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:

Run'n Bear *Mini Australian Shepherds*

Name: Run'n Bear, LLC
 Address: 301 N Dean Trail
 Talking Rock, GA 30175
 Email: collinsfarm66@gmail.com
 Phone: 404.641.9800

Name: _____
 Address: _____
 Email: _____
 Phone: _____