Puppy/Dog Purchase Agreement & Health Guarantee

Limited Registration

This Agreement ("Agreement"), dated as of _____**, 2026** (the "Effective Date"), is made between **Run'n Bear, LLC** ("Breeder") and _____ ("Buyer") for the purchase of the below-described puppy/dog ("Puppy").

Puppy Information

- **Registry:** American Kennel Club (AKC) and/ or American Stock Dog Registry (ASDR)
- **Registered Name:** Run'n Bear _____
- **Sex:** _____
- **Date of Birth:** _____
- **Microchip #:** _____
- **Sire:** _____ | AKC #: _____ | ASDR #: _____
- **Dam:** _____ | AKC #: _____ | ASDR #: _____

1. Deposit

A **$500.00 Deposit** is due upon execution of this Agreement. The Deposit secures the Buyer's spot on the waitlist or reserves a Puppy that has already been born. The Deposit will be applied to the final Purchase Price.

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2. Buyer Preferences

- **Gender:** _____
- **Color:** _____
- **Litter:** _____

3. Choosing Your Puppy

1. The final decision to choose the puppy is the buyers. We will do our best to provide you with the best information about the puppies and help you narrow down to the best puppy for your needs. You are not required to select any puppy from any litter.
2. Puppies will be chosen based on sex and the order in which deposits are received.
3. Failure to select a puppy within 72 hours of being provided with options (including pictures, videos, or FaceTime) will result in the buyer being removed from the current litter and the reservation being moved to the next available litter.

4. Deposits, Transfers & Refunds

We know a deposit is a big step, so here's exactly how it works:

1. **Purpose** – The deposit secures the Buyer's "pick" order but does not guarantee a Puppy that matches exact preferences (sex, color, markings, etc.). Pick positions are first-come, first-served and not negotiable.
2. **Before Birth** – If no suitable Puppy is available when it's the Buyer's turn, the Buyer may:
    - (a) Transfer Deposit to the next available litter, or
    - (b) Cancel waitlist spot.

    If cancelled, **50% of the Deposit is refundable**; the other 50% is nonrefundable to cover administrative costs—refunds issued within 10 business days.

3. **After Birth** – Once a Puppy matching the Buyer's preferences is born, the Deposit is **fully nonrefundable**, even if the Buyer later decides not to proceed. The breeder will hold the Puppy until weaned and ready for pickup.
4. **Acknowledgements** – Buyer understands that:
    - The breeder cannot control litter sizes; wait times may be longer than expected.
    - A deposit secures a pick order only, not specific traits.
    - Breeder makes no guarantees about Puppy's future size, temperament, coat, or health beyond the written Health Guarantee.

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5. Purchase Price

The total purchase price is $_____ ("Purchase Price"), payable in full at pickup.

- Puppies will be held up to **2 weeks past 8 weeks of age,** with full payment at 8 weeks.
- After 2 weeks, boarding is **$20/day**.
- Buyer is responsible for all shipping/transportation costs.

6. Registration

This Puppy is a purebred Miniature Australian Shepherd, sold with **limited registration** with AKC and/or ASDR.

- Buyer may register Puppy but must include Breeder's kennel prefix "Run'n Bear" in registration name.
- The buyer must provide the Breeder with a copy of the registration once received.
- Limited registration means Puppy may not be bred and cannot compete in conformation shows (but may compete in agility, obedience, rally, etc.).

Unauthorized Breeding: If Puppy is bred, all Breeder warranties in this Agreement are **null and void**.

7. Breeder's Representations & Warranties

7.1 Ownership

The breeder is the lawful owner and has the full right to transfer the Puppy. Ownership transfers when the Purchase Price is paid in full.

7.2 Health Guarantee

A. Short-Term Health Warranty

- **Vet Exam by Breeder:** The puppy has been examined by a licensed veterinarian before leaving the Breeder and was found healthy.
- **72-Hour Buyer Exam:** The buyer must, at their own expense, have the Puppy examined by a licensed veterinarian within **72 hours** of pickup/delivery for this warranty to remain valid.
- **Return Option:** If the Puppy is deemed *"unfit for purchase"* within **72 hours**, the Buyer may return the Puppy for a **full refund of the Purchase Price**.
- **Documentation:** A written certification from the veterinarian must be provided to the Breeder within **48 hours** of the exam.

B. 5-Year Genetic Health Warranty

Run'n Bear Mini Aussies provides a five (5) year genetic health warranty from the date of purchase, covering debilitating hereditary conditions specifically tested for in both parents (see Exhibit A).

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- The breeder provides a **5-year warranty** against debilitating hereditary conditions tested for in both parents **(see Exhibit A)**.
- If Puppy shows symptoms of a covered condition, Buyer must:
  - Notify the Breeder **before** pursuing treatment.
  - Provide all veterinary records.
  - Allow the breeder's veterinarian to review and, if needed, re-examine the Puppy.
- **Spay/Neuter Rule:** Puppy must not be spayed/neutered before **12 months of age**. Early alteration voids this warranty.

Remedies:

- Buyer may keep Puppy and receive reimbursement for vet expenses up to the Purchase Price, or
- Return Puppy to Breeder at Buyer's expense, with no refund beyond Purchase Price.

C. Exclusions (What's Not Covered)

This warranty does **not** cover:

a. Conditions after leaving Breeder's care

- Giardia, Coccidia
- Canine Parvovirus (Parvo)
- Distemper
- Kennel Cough
- Other contagious diseases

b. Common/minor puppy conditions

- Upper respiratory infections
- Allergic reactions
- Stress colitis/diarrhea
- Internal/external parasites
- Urinary tract infections (UTIs)
- Vaginitis
- Umbilical hernias

c. Buyer-caused issues

- Neglect, abuse, or improper veterinary care
- Failure to maintain vaccinations, parasite prevention, or routine vet visits
- Environmental exposures/accidents after Puppy leaves Breeder

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8. Buyer's Obligations

- Provide lifelong care: safe housing, nutrition, exercise, and veterinary care.
- Avoid overfeeding or strenuous exercise before maturity.
- Puppy may not be sold to brokers, pet stores, research facilities, or puppy mills.

Transfer Restrictions: If the Buyer cannot keep the Puppy, the Breeder has the **first right of return** or must approve rehoming. No refund is owed. **We will accept any of our dogs back at any age, in any condition, and no questions will be asked about your situation**

Spay/Neuter: Puppy must be spayed/neutered between **12–13 months** of age. Early altering voids all guarantees.

Communication: Buyer agrees to stay in touch annually, update Breeder on health changes, and notify Breeder in the event of Puppy's death.

Remedy for Mistreatment: If a licensed vet confirms neglect/abuse, the Breeder may repossess the Puppy without a refund.

9. Dispute Resolution & Governing Law

- Parties will attempt **mediation** before arbitration or litigation.
- Agreement governed by **Georgia law**.

10. Entire Agreement

This Agreement is the entire understanding between Buyer and Breeder and supersedes all prior agreements. Modifications must be in writing and signed by both parties. Electronic signatures are binding. This Agreement is effective as of the Effective Date.

Signatures

Breeder (Run'n Bear, LLC): _____
Name: _____
Address: 301 N Dean Trail, Talking Rock, GA 30175
Email: bill@mini-australian-shepherds.com| Phone: 404-641-9800

Buyer: _____
Name: _____
Address: _____
Email: _____ | Phone: _____

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Exhibit A – Covered Genetic Conditions – 5-Year Health Warranty

At Run'n Bear Mini Aussies, we proudly stand behind the health of our puppies with a **5-year genetic health warranty**. We carefully select and test our breeding dogs to reduce the risk of hereditary disease, but no breeder can guarantee that a living animal will be completely free of genetic concerns.

To provide peace of mind, this warranty specifically covers the following **genetic conditions**:

- **Canine Multifocal Retinopathy (CMR1)** – Retinal disease that may impair vision.
- **Collie Eye Anomaly (CEA), Choroidal Hypoplasia** – Eye defect that may lead to vision loss or blindness.
- **Craniomandibular Osteopathy (CMO)** – Abnormal bone growth of the jaw in young dogs.

- **Day Blindness (Cone Degeneration, Achromatopsia)** – Poor vision in bright light due to cone cell loss.
- **Degenerative Myelopathy (Common Variant)** – Progressive spinal cord disease causing weakness and paralysis in older dogs.
- **Hereditary Ataxia** – A Neurological disorder affecting balance and coordination.
- **Hereditary Cataracts (Australian Shepherd Type)** – Juvenile cataracts causing early-onset vision impairment.
- **Hyperuricosuria and Hyperuricemia (HUU, Urolithiasis)** – A Metabolic disorder causing bladder or kidney stones.
- **Intestinal Cobalamin Malabsorption (Australian Shepherd Type)** – Genetic inability to absorb Vitamin B12.
- **Intestinal Cobalamin Malabsorption (Border Collie Type)** – Same as above, alternate variant.
- **Junctional Epidermolysis Bullosa** – Severe inherited skin disorder causing blistering and fragility.
- **MDR1 Drug Sensitivity (MDR1)** – Gene mutation that causes sensitivity to certain medications.
- **Neuroaxonal Dystrophy** – A Neurological condition leading to progressive coordination problems.
- **Neuronal Ceroid Lipofuscinosis 6 (NCL6)** – Neurodegenerative disease causing seizures, blindness, and early death.
- **Neuronal Ceroid Lipofuscinosis 8 (NCL8)** – Similar to NCL6, with progressive neurological decline.
- **Primary Ciliary Dyskinesia (PCD)** – A Respiratory condition leading to chronic infections.
- **Progressive Retinal Atrophy (PRA), Progressive Rod-Cone Degeneration** – An inherited eye disorder causing gradual blindness.

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