

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

This agreement (“**Agreement**”), dated as of _____ (the “**Effective Date**”), is between Green Acres Nextgen (“**Breeder**”) and _____ (“**Buyer**”). The subject of this Agreement is the below-described puppy/dog (“**puppy/dog**”).

- **REGISTRY:** American Kennel Club
- **REGISTERED NAME:**
- **REGISTERED NUMBER:** TS-
- **SEX:**
- **DATE OF BIRTH:**
- **MICROCHIP #:** None
- **SIRE:**
- **SIRE REGISTERED #:**
- **DAM:**
- **DAM REGISTERED #:**

The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of **\$500.00** (“**Deposit**”) [shall be due and paid to Green Acres Nextgen upon execution of this Agreement] [has been paid to Green Acres Nextgen]. 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/dog that meets Buyer’s identified preferences is not available [when it becomes Buyer’s turn to pick a puppy/dog from the selected litter], Buyer may elect to have the Deposit transferred to the next litter or have the Deposit refunded.]
2. **Purchase Price.** The full purchase price of **\$3,000** (“**Purchase Price**”) is agreed with the balance due in full (a) at least 8 weeks 4 days before the puppy/dog is delivered to Buyer or (b) upon Buyer’s pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of the Buyer and shall be paid by the Buyer. All payments due under this Agreement shall be made in US Dollars and paid to Breeder via Payments through Good Dog.
3. **Limited Registration.** The puppy/dog is purebred registerable with the AKC when the transaction is complete and is being sold with limited Registry registration. The Breeder agrees to provide the Buyer with all registration paperwork. 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, and if puppies are produced, such offspring will not be eligible for AKC registration.

4. **Registration by Buyer:** Buyer shall register the puppy/dog with AKC. 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 with a photocopy of the puppy/dog's AKC 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.
5. **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 \$6,000 per litter of offspring, and (b) all of Breeder's warranties set forth in this Agreement will become null and void.
6. **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 the 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) 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 weeks 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 or umbilical hernias.
 - c. Lifetime Health Guarantee. See the lifetime Health Guarantee posted on the site.
 - d. Returns/Refunds. If a licensed veterinarian determines it 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)].
 - e. 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.
7. **Buyer's Obligations.** The buyer agrees to the following:
 - a. Proper Care. Buyers will provide good and proper care for 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 titters 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 titters 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 a licensed veterinarian approves the activity; 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 a licensed veterinarian approves the activity.
 - d. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees that neither the puppy/dog nor any offspring of the puppy/dog shall be used for purposes of vivisection or research. The buyer also agrees that 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. The Breeder shall determine such a refund amount 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.
 - 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 2 years and providing proof of such 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 any violation of the terms of this Agreement, Buyer will be subject to, and hereby agrees to pay, as a penalty, the sum of \$6,000 if puppy/dog is not spayed/neutered in accordance with this Agreement.]
 - 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.
8. **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 significant 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.

9. **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) Breeder has the right to take full possession of the puppy/dog [and it's duly signed AKC transfer papers/registration] and (b) all Breeder warranties herein shall become null and void. To avoid doubt, if the Breeder takes possession of the puppy/dog per this section, the Buyer shall not be entitled to any refunds for any payments made to the Breeder.
10. **[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 resolve 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.]
11. **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 Oregon without regard to the conflicts of law provisions thereof.
12. **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. If 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:

Name: Mark & Marilyn Griffin

Name:

Address: 26075 SE Highway 212

Address:

Boring, Oregon 97009

Email: marilyn@greenacresnextgen.com

Email:

Phone: 503-572-9960

Phone: