

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

This agreement (“**Agreement**”), dated as of _____, 20____ (the “**Effective Date**”), is between _____ (“**Breeder**”), and _____ (“**Buyer**”). The subject of this Agreement is the below-described puppy (“**puppy**”).

- **COLOR:** _____
- **GENDER:** _____
- **PUPPY NAME:** _____
- **COLLAR COLOR:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** **CH Gaylord's Guccifer 10.0 Sho Mai Sou CA BCAT**
- **SIRE REGISTRATION #:** **NP44237902**
- **DAM:** **Gaylord's Kuma Lisa Shomaisou CGC FDC TKN**
- **DAM REGISTRATION #:** **NP69847701**
- **REGISTRY:** **American Kennel Club**
- **REGISTERED NAME:** _____ (to be determined when full payment is received)
- **REGISTRATION NUMBER:** _____ (to be determined when full payment is received)

The Breeder and Buyer agree as follows:

1. **Deposit.** A nonrefundable deposit of \$500 (“**Deposit**”) shall be due and paid to Breeder upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Deposit is non-refundable in almost all circumstances; however, if a puppy that meets Buyer’s identified preferences is not available when it becomes Buyer’s turn to be matched with a puppy from the selected litter, Buyer may elect to have the Deposit transferred to the next litter or have the Deposit refunded. This is the only circumstance under which the deposit is refundable.
2. **Purchase Price.** The full purchase price of \$_____ (“**Purchase Price**”) is agreed with the balance due in full before the puppy reaches 8 weeks old. 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 Breeder via Payments through Good Dog (<https://pay.gooddog.com/takikawa-shiba-inus>).
3. **Limited Registration.** The puppy is a purebred Shiba Inu registered with the American Kennel Club and is being sold with limited AKC registration. Breeder agrees to provide Buyer with all AKC registration papers. As such, the puppy is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally). The puppy shall not be bred at any time and if pups are produced, such offspring will not be eligible for AKC registration.
4. **Unauthorized Breeding.** The puppy is being sold solely as a companion and breeding of the puppy is expressly prohibited. If at any time the puppy has produced any offspring, (a) Buyer must return the puppy to Breeder immediately and pay Breeder \$5000 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 and has the right to transfer ownership of the puppy to Buyer. Ownership of the puppy will be transferred to Buyer when the puppy reaches 9 weeks old.

- b. State of Health: Short-Term Health Warranty. **Upon pickup**, the puppy (i) will be examined by a licensed veterinarian and be in good health at that time and (ii) will have the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy examined by a licensed veterinarian within 72 hours of receiving the puppy (the “**Examination Period**”) for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale, the puppy may be returned to Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy “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’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. Breeder provides a 3-year warranty from the puppy’s date of birth against any debilitating congenital conditions. For purposes of this section, “debilitating congenital conditions” (i) include GM1 gangliosidosis (GLB1 Exon 15 Shiba Inu Variant), degenerative myelopathy (DM), progressive retinal atrophy, and (ii) expressly do not include those which can be caused by environmental factors, overuse at too young of an age, or neutering too young such as hip dysplasia, luxating patellas, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders, or autoimmune disease, and behavior problems particularly fear, anxiety or aggression (for reference only, Good Dog’s health testing levels by breed are available here: <https://www.gooddog.com/guide-to-good-dogs-health-testing-levels>). In the event the puppy 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 to a licensed veterinarian of Breeder’s choice for examination.
 - d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy (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 and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase Price amount).
 - e. Buyer’s Remorse: Breeder will refund 100% of all money paid towards the purchase price of the puppy for any reason within 72 hours of pick-up. Any AKC registration papers shall be returned and signed back over to the Breeder when/if the puppy is returned. The money refund does not include transportation costs. No money will be refunded in whole or in part for any reason after 72 hours from the time of pick-up, unless there is a genetic disorder as described above.
 - f. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy 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. 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’s lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy’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 nor allow it to become overweight;
 - ii. Proper daily exercise to maintain the puppy in good condition, but no forced exercise (such as jogging) until the puppy is full grown or the activity is approved by a licensed veterinarian; and
 - iii. Avoidance of stress injuries, such as not allowing the puppy to jump from or over heights taller than itself at the shoulder until the puppy 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. Buyer agrees neither the puppy, nor any offspring of the puppy, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy, nor any progeny of the puppy, 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 (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 to Breeder or (b) rehomed by Buyer with Breeder's prior written approval, in each case without any refunds or payments due to Buyer.
 - f. **No Transfer Outside of the United States.** Buyer further agrees that the puppy 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 is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy and providing proof of such spaying/neutering to Breeder immediately upon completion (if requested by Breeder)
 - 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.
7. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) reply as promptly as possible to inquiries about the puppy from Breeder; (b) inform Breeder of any titles completed by the puppy as determined by the American Kennel Club and (c) inform Breeder of any major change in the health of the puppy throughout the puppy'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, promptly notify Breeder of the particulars of the animal's death.
 8. **Remedy for Mistreatment.** If the Breeder feels the puppy is not getting proper care and treatment, Breeder has the right to have the puppy examined by a licensed veterinarian. If such veterinarian finds the puppy to be a victim of ill-treatment, abuse or neglect, (a) Breeder has the right to take full possession of the puppy and its duly signed AKC transfer papers/registration and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
 9. **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.

10. **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 Michigan without regard to the conflicts of laws provisions thereof.

11. **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. 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:

Name: [Yellow Box]
Address: [Yellow Box]
[Yellow Box]
Email: [Yellow Box]
Phone: [Yellow Box]

Name: [Yellow Box]
Address: [Yellow Box]
[Yellow Box]
Email: [Yellow Box]
Phone: [Yellow Box]

