



## Puppy Purchase Agreement & Guarantee

This agreement (“**Agreement**”), dated as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is between Yorkie and Morkie Boutique LLC (“**Breeder**”), and \_\_\_\_\_ (“**Buyer**”). The subject of this Agreement is the below-described puppy (“**puppy**”).

- **BIRTH NAME:** \_\_\_\_\_
- **SEX:** \_\_\_\_\_
- **DATE OF BIRTH:** \_\_\_\_\_
- **WEIGHT AT BIRTH:** \_\_\_\_\_
- **COLOR:** \_\_\_\_\_
- **BREED:** Morkie Mix
- **SIRE:** Rocky Road
- **DAM:** Shimmy Shimmy Cocoa Pups
- **DATE OF SALE (8 weeks old):** \_\_\_\_\_

### I. The Breeder and Buyer agree as follows:

1. **Deposit.** A non-refundable Reservation Fee (“**Reservation Fee**”) of \$250 and deposit of \$250 (“**Deposit**”) has been paid to Breeder on \_\_\_\_\_. The Reservation Fee and Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Reservation Fee and Deposit is non-refundable in all circumstances and non-transferable. By signing this contract, along with a \$500 Reservation Fee and Deposit, you have reserved the above-named puppy of your choice until it is ready to leave its mother at 8 weeks old. The Reservation Fee and Deposit will guarantee that the requested puppy will be reserved for you. Only in the event of injury, illness, or death you will receive a full refund. There is no guarantee on size, and if the puppy is tracking to weigh more or less than originally anticipated will not warrant a refund of your Reservation Fee and Deposit. Balance **MUST** be paid in installment and in full prior to the date listed above (8 weeks of age), otherwise you forfeit all of your Reservation Fee and Deposit and Installments, and the puppy can be sold elsewhere. Your remaining balance is due upon delivery or pickup, **only cash will be accepted for all payments.**

1. **Purchase Price.** Breeder and Buyer agree that (a) the Reservation Fee and Deposit and Purchase Installment payments shall be applied to the final purchase price of the puppy and (b) the remaining balance will become due before the puppy ownership is transferred from Breeder to Buyer and before the puppy is picked up from Breeder’s home. The total purchase price for the puppy is \$3,000.

Purchase Installments. The full Purchase Price of \$3,000 shall be made in the following installments. Each installment payment is non-refundable per this agreement. All payments must be paid in cash.

DATES	AMOUNT DUE	AGE OF PUPPY	REMAINING DUE
<b>Reservation DATE</b>	\$250	Prior to Birth	\$2,750
<b>Date of Pick: DATE</b>	\$250	6 days old	\$2,500
<b>On or Before DATE</b>	\$500	2 weeks old	\$2,000
<b>On or Before DATE</b>	\$1,000	4 weeks old	\$1,000
<b>On or Before DATE</b>	\$500	6 weeks old	\$500

<b>On or Before DATE</b>	\$500	8 weeks old	Paid in Full
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2. **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 upon Buyer's payment of the full Purchase Price.
- b. State of Health; Short-Term Health Warranty. The puppy (i) was previously examined by a licensed veterinarian on or about \_\_\_\_\_, 2022 and was found to be in good health at that time and is recorded in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours of receiving the puppy (the "Examination Period") for the Short-Term and Long-Term Health Warranty to be valid. If the puppy is not examined by a licensed veterinarian within the Examination Period the Short-Term and Long-Term Health Warranty is null and void. Please ensure that the puppy is kept in a kennel or closed carrier in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment. If, within the Examination Period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale outside the health issues in this section, 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. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination. The foregoing Warranty expressly excludes any health issues caused by Buyer's ill-treatment, abuse or neglect, any health issues that result from the puppy's transportation from Breeder to Buyer and all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, hypoglycemia, coccidiosis, giardia, parasites, worms, bacterial infection, parvovirus, coronavirus or any other disorders caused by environmental factors, UTIs, vaginitis or umbilical hernias, luxating patella, collapsed trachea, non-erect ears, undescended testicles or ovary issues, over or under bite. The puppy must be maintained at an appropriate body weight and condition. There is no Warranty of the puppy's breeding abilities, genetic-breed, show quality, fur, color, size, or temperament.
- c. Long-Term Health Warranty. Breeder provides a 12 month warranty from the puppy's date of birth against any debilitating congenital conditions. For purposes of this section, "debilitating congenital conditions" include a hereditary defect that seriously impacts the quality of life or warrants euthanasia. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Breeder in writing and supply any requested veterinary records to Breeder. Buyer must supply any requested veterinary records related to the dog's condition to the Breeder within seven days of diagnosis. Breeder will be given the opportunity to take the puppy/dog to a licensed veterinarian of Breeder's choice for examination (including if dog dies). A necropsy is mandatory if dog passes away of a suspected debilitating congenital condition and the necropsy will be at the cost of the Buyer. If necropsy results are undetermined or inconclusive diagnosis, the Warranty is null and void. If the puppy/dog is euthanized or in any way disposed of, without an opinion from the Breeder's veterinarian, the Buyer waives all rights to a replacement puppy and a refund.  
This Long-Term Health Warranty doesn't cover retained baby teeth, upper respiratory infections, allergic reactions or allergies, adverse reactions from immunizations, stress colitis/diarrhea, UTIs, vaginitis, luxating patella, collapsed trachea, liver shunt, non-erect ears, over or under bite, or eye or hearing conditions, endocrine disorders, or cancer. Issues that are not usually life threatening and common to repair during spay/neuter, such as undescended testicles, ovary issues or hernias, will not warrant a refund. Breeder is not responsible for miscellaneous problems that are treatable such as hypoglycemia, coccidiosis, giardia, parasites, bacterial infection, parvovirus, coronavirus or any other disorders caused by environmental factors. Physical problems which result from injury are not covered under this Warranty. The buyer is not entitled to a refund and all expenses and vet charges incurred by the Buyer after the puppy leaves the Breeder's home are their sole responsibility. This Warranty applies to the original Buyer only and is not transferable to a second

party. There is no Warranty of the puppy's breeding abilities, genetic-breed, show quality, fur, color, size, or temperament.

- d. In avoidance of doubt, it is to be clearly understood, that the Breeder does not, under any circumstances, accept responsibility for any veterinarian and/or health care expense.
- e. Immunization Disclosure. Breeder and Buyer are aware that two puppies in a previous litter experienced severe adverse reactions to the DAP vaccine that resulted in death. The Breeder is not held responsible for the outcome or reactions to any immunizations to this puppy now or in the future. The Breeder is not an advocate of vaccines and highly encourages the Buyer to conduct an integrative protocol and titers as well as discuss alternative options to building the immunity of the puppy prior to administering immunizations.  
If the Buyer makes the decision to administer immunizations to their puppy, it is encouraged that the Buyer follow an integrative veterinary care protocol and wait until the puppy is a minimum of 12 weeks old for any vaccine. It is also advised by a licensed veterinarian that if vaccines are administered that pre-medicating the puppy should be discussed with the Buyer's veterinarian as an option to reduce any possible reactions. In avoidance of doubt, if any immunizations are administered prior to 12 weeks of age, the Short Term and Long Term Health Warranty will be null and void for any future illnesses.
- f. 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 (x) return the puppy/dog and receive reimbursement of the original Purchase Price or (y) 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, Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, air freight charges, and transport fees.
- g. 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 and breed, except as expressly and specifically set forth herein.

## II. 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 like the raw diet. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime which includes dental cleaning and other preventative measures.
- b. 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.
- c. Trupanion Health Pet Insurance. Buyer agrees to register and enroll their puppy with the free 30-day trial period provided by the Breeder at time of pick up. The Buyer must enroll within 24

hours of picking up the puppy. If the Buyer fails to register and enroll the puppy in the Trupanion Health Pet Insurance free 30 day trial period, the Buyer takes full financial responsibility for all illnesses, issues, health challenges, injuries or diagnosis that occur. If the puppy is not registered and enrolled within the 24 hour period from pick up, the Short-Term and Long-Term Health Warranty is null and void. In avoidance of doubt, it is to be clearly understood, that the Breeder does not, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

- d. **Sal** **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, broker 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.
- g. **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.

### III. **Breeding Rights.**

- a. **Breeding Prospect**. Breeder acknowledges that the puppy/dog could be sold as a breeding prospect and represents that, at the time of sale, the puppy/dog shows promise of being worthy of being bred as an adult at the time of sale. Buyer acknowledges that due to changes which can occur as a dog matures, and the necessity of health clearances being obtained prior to breeding, Breeder is not providing a guarantee that puppy/dog will be of breeding quality as an adult. If puppy/dog fails to pass any health or genetic clearances or is otherwise determined by Buyer to be unsuitable for breeding, Buyer agrees (i) not to breed the puppy/dog and (ii) to promptly have a hysterectomy/vasectomy completed on the puppy/dog (at Buyer's expense). The Breeder is not held responsible or liable for any conditions or outcomes as a result of breeding or obtaining health and genetic clearances. There is no Warranty of the puppy's breeding abilities, genetic-breed, show quality, fur, color, size, or temperament.
- b. **Breeding Costs**. Buyer is responsible for all costs related to breeding the puppy/dog, including, but not limited to, the costs of health clearances, stud fees, transportation, veterinary care, and whelping and raising the litter. Breeder is not held responsible or liable for anything that pertains to breeding this puppy.

- IV. **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; and (b) 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.

- V. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, 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 (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if Breeder takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Breeder.
- VI. **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. With the exception stated in above in any action, proceeding, or arbitration between Breeder and Buyer arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.
- VII. **Confidentiality of Disputes.** Breeder and Buyer agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.
- VIII. **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 Arizona without regard to the conflicts of laws provisions thereof. This contract shall be deemed a legally binding contract and is under the jurisdiction of Maricopa County in the State of Arizona.
- IX. **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: Yorkie and Morkie Boutique, LLC  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: [yorkieandmorkieboutique@gmail.com](mailto:yorkieandmorkieboutique@gmail.com)  
 Phone: \_\_\_\_\_

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 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
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