

Shurbeez Shih Tzu Limited AKC Rights Purchase Agreement & Guarantee



Puppy's Date Of Birth: _____

Puppy's AKC Number: _____

Gender: _____

Microchip Number: _____

Sire: _____

Sire's AKC Registration Number: _____

Dam: _____

Dam's AKC Registration Number: _____

The Breeder and Buyer agree as follows:

1. **Holding Fee** . A non-refundable deposit of \$600 (“**Holding Fee**”) has been paid to Breeder. The Holding Fee shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Holding Fee is non-refundable in all circumstances.

2. **Purchase Price**. The full purchase price of **\$2000** (“**Purchase Price**”) is agreed with the balance due in full at 10 weeks old, on this date _____, and before the puppy/dog is released to Buyer or transport agent. 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 Good Dog, Venmo, or cash. Buyer agrees that no part of the purchase price will be charged back, refunded, and payment will not be cancelled. Breeder has determined that the go-home day for this puppy will be _____, **any additional fees (microchip registration, delivery fees, airline fee, Health Certificate fee, etc) are due in full by this date.**

3. **Limited Registration**. The puppy/dog is a purebred Shih Tzu registrable with The American Kennel Club (AKC) and is being sold with Limited AKC registration, 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.

4. **Registration by Buyer**. Buyer shall register the puppy/dog with the American Kennel Club. Buyer agrees to provide Breeder a photocopy of the puppy/dog's AKC registration as promptly as possible after receipt. The Buyer also agrees that this puppy/dog will not be registered with any other Kennel Club or organization such as the Continental Kennel Club (CKC), America's Pet Registry, Inc, (APRI), American Canine Association (ACA), American Canine Registry (ACR), or any other such registry.

5. **Breeder's Obligations**. Breeder represents and warrants the following:

- a. Ownership. Breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to Buyer. Ownership of the puppy/dog will be transferred to Buyer upon Buyer's payment of the full Purchase Price, and when Breeder deems the puppy/dog is ready to go to the home of the buyer .
- 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 and dewormings 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 hours of receiving the puppy/dog (the "**Examination Period**") for the guarantee in this section to be valid. If Buyer's veterinarian finds the puppy to be unfit for purchase, the Buyer's 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 coccidia, giardia, kennel cough, stenotic nares/pinched nostrils, regrowth of dew claws, cherry eye, underbite, umbilical hernia, inguinal hernia, hypoglycemia, any health issues caused by Buyer's ill-treatment, abuse or neglect, any health issues that result from the puppy/dog's transportation from Breeder to Buyer and all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites, diseases (including canine parvovirus), or contagious viruses, UTIs, or vaginitis.
- c. Long-Term Health Warranty. Breeder provides a 1 (one) 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 major organ failure or proven congenital disease not common to brachycephalic breeds which were caused by a genetic or congenital disease, including severe congenital bone disease (such as hips and knees and must be diagnosed with x-rays by an orthopedic Veterinarian) and (ii) expressly do not include luxating patella below grade 3, innocent heart murmurs below grade 4, and being a carrier for the short-legged trait chondrodystrophy (CDDY). Replacement guarantee will be terminated if the puppy/dog was found to be abused, neglected, has been given the leptospirosis vaccine before age one (1), or does not have up to date records of vaccinations, heartworm preventative and fecal records. The Breeder will extend the guarantee two (2) extra years for a total of three years if the Buyer will feed this puppy/dog Nuvet Plus vitamins daily. Proof of purchase is required.
- d. Returns/Refunds. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must (i) immediately inform Breeder, (ii) provide any requested veterinary records to Breeder, (including a notarized veterinarian's report sent by registered mail), and (iii) follow the veterinarian's suggestion for confirming diagnosis and treatment. (iv) A notarized Veterinarian report with findings stating to a medical certainty that the condition was, in fact, caused by the prenatal or hereditary state will be required. [Breeder's veterinarian must confirm and agree with the final diagnosis.] 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 (a) return the puppy/dog and receive a replacement puppy/dog from the next available litter of equal value and same gender, or (b) return the puppy/dog and receive reimbursement of the original Purchase Price, or (c) 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). Breeder reserves the right to directly discuss this issue with the certifying veterinarian and/or allow the Breeder's veterinarian to communicate with the certifying veterinarian. Breeder also reserves the right to determine the appropriate reimbursement amount, not to exceed the full Purchase Price. [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 and veterinarian charges and Buyer must return the puppy/dog to the Breeder's home or by way of Licensed & Bonded Flight Nanny, at Buyer's own cost, if Buyer does not live within driving distance.] The Buyer will not contract a 'ground transport' company to transport the puppy back to the Breeder.

- 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.

6. 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 indoor housing and protection from the elements, a safe (preferably fenced) exercise area, proper and sufficient nutrition, and appropriate physical and emotional support for optimum development. Buyer agrees that puppy/dog will be socialized and treated as part of the family, and never tethered outside while unsupervised. Buyer will likewise not expose the puppy to public/common areas that may contain contagion until the puppy is fully vaccinated.
- 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; (iii) annual examination by a licensed veterinarian, (iv) and proper treatment recommended by veterinarian to maintain good health. Buyer further agrees to not allow any veterinarian to vaccinate this puppy/dog with the leptospirosis vaccine until at least one (1) year old or health guarantee outlined above will be null and void.
- c. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees that the puppy/dog shall never be used for purposes of vivisection or research. Buyer also agrees that the puppy/dog shall never be sold by or through any commercial broker or

wholesale establishment, any chain store, catalog sales house or pet store, turn over the dog to a shelter or animal control, or give away dog.

- d. 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/return of puppy/dog, 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 needed to make the dog fit for rehoming. Such refund amount shall be determined by Breeder in its sole discretion and never before rehoming has been completed. 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. Buyer also agrees that this puppy/dog will never be resold with full AKC rights as it has been originally purchased as a pet quality animal with no breeding rights.
- e. 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.
- f. 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 and liquidated damages of no less than \$5,000 per breach.

7. Breeding Restriction And Sterilization.

- a. Breeding Restriction. Breeder acknowledges that the puppy/dog is being sold as a pet quality canine with no rights to breed or show with the AKC. Buyer agrees (i) not to breed the puppy/dog and (ii) to promptly have a surgical sterilization completed on the puppy/dog (at Buyer's expense) no earlier than 10 months and no later than 18 months of age and provide proof of surgical sterilization to Seller immediately upon completion. Buyer's breach of any breeding restriction or sterilization obligations shall result in liquidated damages of \$5,000 per breeding, and per puppy produced, or for an unsterilized dog.

- 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.

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 by a Good Dog mediator 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 and county of residence of the Seller, currently Washington State, Spokane County, without regard to the conflicts of laws provisions thereof. The Breeder shall have the right to collect from the Buyer its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
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: Sheri Stevens

Name: _____

Address: P.O. Box 566
Greenacres, WA 99016

Address: _____

Email: shurbeezshihtzu@gmail.com

Email: _____

Phone:

Phone: _____