

Breeder:

**Taylor Flynn/Ark Acres Kennels**

**(605)-252-1953**

[arkacres2022@gmail.com](mailto:arkacres2022@gmail.com)

Buyer:

This agreement ("Agreement"), (the "Effective Date"), is between **Ark Acres Kennels**, and ("Buyer").

The subject of this Agreement is the below-described puppy/dog ("puppy/dog").

PUPPY/DOGS NAME:

DATE OF BIRTH:

SEX:

COLOR:

LEFT EYE:

RIGHT EYE:

REGISTRY:

SIRE:

REGISTRY:

DAM:

REGISTRY:

The Breeder and Buyer agree as follows:

**Deposit:**

A non-refundable deposit of \$200 ("Deposit") shall be due and paid to **Taylor Flynn** upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price. 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. A deposit is required to hold any puppy until weaning, a puppy will not be held until a deposit is received. Under any circumstances a deposit placed on a puppy can not be transferred to a different litter after 5 weeks of age, the deposit then becomes non-refundable & non-transferable. Sending a deposit is an online signature agreement that you understand the above agreement.

**Purchase Price:**

The full purchase price of **\$X,XXX** ("Purchase Price")

is agreed that the balance is due upon Buyer's pickup of the puppy/dog. Any shipping and handling expenses are the buyers responsibility of and shall be paid by the Buyer. All payments due under this Agreement shall be made in US Dollars or paid to the Breeder by Venmo.

**Full Registration:**

The puppy/dog is a purebred Miniature Australian Shepherd registrable with ASDR and is being sold with full ASDR registration, which allows show and breeding rights on said puppy/dog. Breeder agrees to provide Buyer with all registration forms/applications.

**Breeder's Obligations.**

Breeder represents and warrants the following:

**Ownership.**

**Taylor Flynn** 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 Buyer upon Buyer's payment of the full Purchase Price.

**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 enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 48 hours 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 **Taylor Flynn** for a partial refund of the Purchase Price [This does not include the non-refundable deposit]. The veterinarian must provide a written statement deeming the puppy/dog "unfit for purchase", which must be sent to **Taylor Flynn** within 48 hrs of the veterinary examination. The foregoing guarantee expressly excludes 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 or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias. This warranty will be void if the examination is not done within the 48 hour time frame. A partial refund will only be made within this 48 hour time frame. If the buyer chooses to return the puppy all travel costs will be at the buyer expense, the breeder will then give a partial refund excluding the non-refundable deposit.

**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

Buyer's Obligations. Buyer agrees to the following:

**Proper Care:** buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe 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 titers to maintain the puppy/dog's immunity to common canine diseases. Buyer agrees to keep the puppy/dog an indoor/ outdoor dog and will absolutely not let the puppy/ dog live outside permanently without proper shelter or housing. If it is found that said puppy/dog lives outside permanently without proper shelter or housing from weather there will be a fine as well as the dog taken from your possession along with all registration papers. Buyer will be responsible for all fees required for legal action.

**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.

**Sale 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 or pet store. If it is found that the puppy/dog or any progeny of the puppy/dog have ended up in any of the above scenarios there will be a fine. Buyer will be responsible for all fees required for legal action.

**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 **Taylor Flynn** sole election, the puppy/dog shall be (a) returned to **Taylor Flynn** together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to **Taylor Flynn** or (b) rehomed by Buyer with **Taylor Flynn** prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Breeder decides to rehome the puppy/dog,

**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.

#### **Breeding Rights.**

Breeding Prospect. Breeder acknowledges that the puppy/dog is being 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, **Taylor Flynn** is not providing a guarantee that puppy/dog will be of breeding quality as an adult. Our dogs are never to be bred to another breed if it is found that you do so there will be a fine. Buyer will be responsible for all fees required for legal action. We take this very seriously. We do not allow our dogs to be bred to another breed, and doing so will be breaking the contract causing it to be null and void and will result in a fine.

**Showing Rights.**

Showing Prospect. **Taylor Flynn** acknowledges that the puppy/dog is being sold as a show prospect and represents that, at the time of sale, the puppy/dog is free from any major faults and shows promise of being able to compete in an AKC and/or ASDR breed show. Buyer acknowledges that due to changes which can occur as a dog matures, **Taylor Flynn** is not providing a guarantee that the puppy/dog will be of showing quality as an adult.

**Maintenance.** Buyer agrees (i) to maintain the puppy/dog in show condition, which includes providing proper nutrition, training, and continuous socialization for the puppy/dog and (ii) to maintain the puppy/dog's optimal weight as appropriate for the show ring.

**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 **Taylor Flynn**; (b) inform **Taylor Flynn** 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 animal death.

**Remedy for Mistreatment.** If **Taylor Flynn** feels the puppy/dog is not getting proper care and treatment, **Taylor Flynn** 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) **Taylor Flynn** has the right to take full possession of the puppy/dog [and its duly signed [Registry] transfer papers/registration] and (b) all **Taylor Flynn** warranties herein shall become null and void. For the avoidance of doubt, if **Taylor Flynn** takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to **Taylor Flynn**. If the puppy/dog is found to be mistreated and improperly cared for there will be a fine. Buyer will be responsible for all fees required for legal action.

**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. If the dispute is taken to court the Buyer will be responsible for all fees required for legal action under any and all circumstances.

**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. By sending a deposit to hold said puppy/dog it acts as a signature of this agreement.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

**BREEDER: Taylor Flynn, Ark Acres Aussies**

DATE:

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_