

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

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

- | | |
|-----------------------------|-------|
| • REGISTRY: | _____ |
| • REGISTERED NAME: | _____ |
| • REGISTERED NUMBER: | _____ |
| • SEX: | _____ |
| • DATE OF BIRTH: | _____ |
| • MICROCHIP #: | _____ |
| • SIRE: | _____ |
| • SIRE REGISTERED #: | _____ |
| • DAM: | _____ |
| • DAM REGISTERED #: | _____ |

The Seller and Buyer agree as follows:

1. **Deposit.** A non-refundable deposit of \$500 shall be due and paid to Seller upon execution of this Agreement. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Seller 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.
2. **Purchase Price.** The full purchase price of \$_____ is agreed with the balance due in full upon Buyer’s pickup of the puppy/dog. 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 Seller via or Payments through Good Dog (<https://pay.gooddog.com/mythos-k9s>) or cash.
3. **Limited Registration.** The puppy/dog is a purebred American Pit Bull Terrier registered with the United Kennel Club and is being sold with Seller listed as Sole Signatory on UKC registration. Seller agrees to add Buyer to UKC registration papers after payment of the full Purchase Price. The puppy/dog is eligible for exhibiting in UKC Conformation and may compete in other performance events, such as Weight Pull, Obedience, and Rally. The puppy/dog shall not be bred before title and health testing requirements are met and if pups are produced, such offspring will not be eligible for UKC registration. Buyer shall receive a photocopy of the puppy/dog’s United Kennel Club registration. Seller will remain Sole Signatory on UKC registration until Buyer meets terms laid out below (7. Buyer’s Obligations). Buyer agrees to (a) use Seller’s kennel name when registering the puppy/dog, (b) include the litter theme in selecting the puppy/dog’s registered name and (c) provide Seller a photocopy of the puppy/dog’s UKC registration as promptly as possible after receipt. Buyer will not change the puppy/dog’s registration name without Seller’s prior written consent and will never remove the kennel prefix from the puppy/dog’s registered name.
4. **Unauthorized Breeding.** The puppy/dog is being sold as a companion first and breeding of the puppy/dog is expressly prohibited until Buyer’s Obligations are met. If the puppy/dog has produced any offspring before these terms are met, a Buyer must return the puppy/dog to Seller immediately and pay Seller \$10,000 per litter of offspring and (b) all of Seller’s warranties set forth in this Agreement will become null and void.

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

- a. Ownership. Seller 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 Buyer's Obligations are met.
- 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 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, 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 Seller 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 Seller within 48 hours 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 Seller 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.
- c. Long-Term Health Warranty. Seller provides a 2-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 Hip Dysplasia rated severe by OFA, Elbow Dysplasia rated by OFA, Congenital Cardiac Disease by cardiologist and (ii) expressly do not include those diagnosed by a regular veterinarian. In the event the puppy/dog exhibits symptoms of a suspected debilitating congenital condition, Buyer must immediately inform Seller and supply any requested veterinary records to Seller. Seller will be given the opportunity to take the puppy/dog to a licensed veterinarian of Seller's choice for examination.
- d. 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 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. Reimbursement will only be issued after spay or neuter of dog.
- e. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Seller, 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 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 titers 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 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/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.
- d. 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.
- 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 Seller's sole election, the puppy shall be (a) returned to Seller together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Seller or (b) rehomed by Buyer with Seller's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Seller decides to rehome the puppy/dog, Seller 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 Seller 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 Seller's prior written approval.
- g. Spay/Neuter Provision. The right to ownership of the puppy/dog is conditioned upon Buyer paying all costs and expenses to spay/neuter the puppy/dog no earlier than the age of 2 years and providing proof of such spaying/neutering to Seller immediately upon completion (if requested by Seller). Proof must be on Veterinarian Letterhead/Stationary with dog's Microchip information listed and matching to litter records. Seller agrees to transfer UKC registration once spay/neuter is completed with proof.
- h. Full Registration. Seller is listed as Sole Signatory on all UKC registration with owner listed as co owner until required health testing and (a)UKC Conformation Championship or (b)UKC Weight Pull Championship are completed. Seller will sign over all registration when said puppy receives a passing grade for hips (with PennHIP or OFA), passing cardiac grade (with OFA - by a BOARD CERTIFIED CARDIOLOGIST or SPECIALIST ONLY, never a regular veterinarian), and genetic disease panel (i.e.Canine HealthCheck®, PawPrint, etc.).
- i. Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Seller's warranties set forth in this Agreement being null and void.

7. **Breeding Rights.**

- a. Breeding Prospect. Buyer acknowledges that due to changes which can occur as a dog matures, and the necessity of health clearances being obtained prior to breeding, Seller is not providing a guarantee that puppy/dog will be of breeding quality as an adult. If puppy/dog fails to pass any health clearances or is otherwise determined by Seller to be unsuitable for breeding, Buyer agrees (i) not to breed the puppy/dog and (ii) to promptly have a spay/neuter completed on the puppy/dog (at Buyer's expense) and provide proof of spay/neuter to Seller immediately upon completion.

- 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.
 - c. **Seller's Ongoing Rights.** If the puppy/dog is female, Buyer agrees to give Seller the first pick of a puppy/dog from the first litter produced by the puppy/dog with no restrictions. Seller shall be responsible for all expenses associated with collecting and shipping such puppy/dog. If the puppy/dog is male, Buyer agrees to provide up to 4 semen collections (up to 4 frozen semen collections). Seller shall be responsible for all expenses associated with collecting, storing, and shipping such semen.
8. **Showing Rights.**
- a. **Showing Prospect.** Seller acknowledges, at the time of sale, the puppy/dog is free from any major faults and shows promise of being able to complete an United Kennel Club American Pit Bull Terrier conformation championship. Buyer acknowledges that due to changes which can occur as a dog matures, Seller is not providing a guarantee that puppy/dog will be of showing quality as an adult.
 - b. **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. Buyer agrees to attempt to show the puppy/dog to its UKC championship.
 - c. **Showing Rights.** Buyer may show the puppy/dog himself/herself, or may utilize the help of friends or the Seller. Buyer shall be responsible for all expenses related to showing the puppy/dog.
9. **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 Seller regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Seller; (b) inform Seller of any titles completed by the puppy/dog as determined by the United Kennel Club and (c) inform Seller 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 Seller of the particulars of the animal's death. Seller reserves the right to request a necropsy.
10. **Remedy for Mistreatment.** If the Seller feels the puppy/dog is not getting proper care and treatment, Seller 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) Seller has the right to take full possession of the puppy/dog and its duly signed United Kennel Club transfer papers/registration and (b) all Seller warranties herein shall become null and void. For the avoidance of doubt, if Seller takes possession of the puppy/dog in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Seller.
11. **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.
12. **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 Georgia without regard to the

conflicts of laws provisions thereof.

13. **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, Seller and Buyer have executed this Agreement effective as of the Effective Date.

BREEDER:

BUYER:

Name:

Address:

Email:

Phone:

Name:

Address:

Email:

Phone: