

TN Valley Aussies & Doodles
Puppy Purchase Agreement & Guarantee

This agreement dated as of **Pick Up Date**, is between Mikayla Reid (**Breeder**), and (**Buyer**). The subject of this Agreement is the below-described puppy.

- **REGISTRY:** ASDR or AKC (Doodles are Not Registered)
- **KENNEL NAME** TN Valley Aussies & Doodles
- **BREEDER NAME:** Mikayla Reid
- **SEX:**
- **DATE OF BIRTH:**
- **SIRE:**
- **DAM:**

The Breeder and Buyer agree as follows:

1. **Waiting List.** Buyers have the opportunity to join our paid Waiting List. This list is done by breed before the puppies are born. There is a partial deposit (\$150) to join the Waiting List and this guarantees your slot for Puppy Picking. Puppy Picking is when families choose their puppy when they are 3wks old and will follow the order of our Waiting/Litter List. The Litter List is when the puppies are already born and Buyers do a full deposit to be on the list for Puppy Picking. Breeder cannot control wait times or litter sizes. Breeder can give estimations but do not have control over timing or gender specific puppies in a litter. Buyer acknowledges this and understands that under no circumstances will a Waiting/Litter List deposit be refunded and will only be transferred to an upcoming litter of the Buyer's choosing.
2. **Deposit.** A non-refundable deposit of \$500 has been paid to Breeder. The Deposit shall be applied to the final Purchase Price (defined below). 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, Buyer may elect to have the Deposit transferred to the next litter. A copy of this agreement is sent to the Buyer for review and will sign contract at puppy pickup.
3. **Communication.** Before families pick-up their puppy at eight weeks old, we as the Breeder will provide weekly Pupdates. These Pupdates provide families with the ability to watch their puppy grow up while they are here with us. These Pupdates include one or more of the following: Individual/Group Pictures & Videos or Puppy Spotlights. We do not guarantee an exact day of the week for these Pupdates as it is dependent on both our work and personal schedules. Our Pupdates have always been one of the hallmarks of our breeding program and will continue to be. While we do our best to be available for our families, please contact us between 10am-7pm any day of the week unless it is an emergency. It is important for us to maintain a work life balance.
4. **Purchase Price.** The full purchase price of (Mini Aussie, Poodle, Aussiedoodle, Bernedoodle, & Goldendoodle pricing are listed on our website. The actual purchase price will be detailed in our contract) 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 Breeder via or Payments through Good Dog, Cash, Zelle, or Venmo.
5. **Limited Registration.** The puppy/dog is being sold with pet-only registration or rights. 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 and if pups are produced, such offspring will not be eligible for AKC or ASDR registration. Breeding rights can be purchased by approved individuals or programs on a case by case basis.

6. 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.
- b. State of Health; Short-Term Health Warranty. The puppy/dog was previously examined by a licensed veterinarian and was found to be in good health at six weeks of age and has had the immunizations enumerated in the health records provided to Buyer. TN Valley Aussies Health Guarantee covers any genetic health issues where the puppy would need to be returned to the breeder. Please read the Health Guarantee document on our website before signing in agreement to this contract. The foregoing guarantee expressly excludes any health issues caused by Buyer's ill-treatment, abuse or neglect, and any health issues that result from the puppy/dog's transportation from Breeder to Buyer.
- c. Long-Term Health Warranty. Breeder provides a one-year warranty from the puppy/dog's date of birth against any debilitating congenital conditions. In the event the puppy/dog 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/dog to a licensed veterinarian of Breeder's choice for examination.
- d. Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog does indeed have a genetic or congenital health issue within the one year time frame, the Breeder will take the puppy for them to be under their care. A full refund will then be issued to the family or have the first pick of an upcoming litter for a replacement puppy.
- e. Open Door Policy. In the event a family can no longer care for their puppy/dog, the dog may be returned to the breeder. The breeder insists families to let the dog or puppy come back to the breeder no matter their age. Please do not take the puppy/dog to an animal shelter or rehome them yourself. As a responsible breeder, we will take them back no matter what please be a responsible owner and return them to us. If a puppy/dog is returned to us, there will not be a refund issued unless the situation is covered by our 1yr Health Guarantee.
- f. 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. Including but not limited to size, coat type, eye color, or temperament.

7. 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 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 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 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. **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. **Spay/Neuter Provision.** Be a responsible pet owner and spay/neuter puppies/dogs with limited registration so that they remain as pets only.
 - 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.
8. **Ongoing Communications.** Buyer agrees to maintain contact with Breeder regarding the puppy/dog, 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.
9. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to request 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, Breeder has the right to take full possession of the puppy/dog and its duly signed registration transfer papers/registration] and 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.
10. **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.
11. **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 Tennessee without regard to the conflicts of laws provisions thereof.
12. **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 will be executed by an in-person signature upon the puppy/dog pickup at either eight weeks old or when the Breeder decides that they are ready for rehoming.

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

BREEDER:

BUYER:

Mikayla Reid
423-544-3180
tnvalleyaussies.com

Name:
Address:
Phone #:

