



Puppy/Dog Purchase Agreement & Guarantee
(Full Registration - Co-Ownership)

This agreement ("Agreement"), dated as of _____ (the "Effective Date"), is between **Kelsey Keefe** ("Breeder"), and _____ ("Buyer"). The subject of this agreement is the below-described puppy/dog ("puppy/dog")

- **Registry:**
- **Registered Name:**
- **AKC Registration Number:**
- **CKC Registration Number:**
- **Sex:**
- **Date of Birth:**
- **Microchip #:**
- **Sire:**
- **Sire Registered #:**
- **Dam:**
- **Dam Registered #:**

The Breeder and Buyer agree as follows:

1. Deposit. A non-refundable deposit of \$500.00 ("Deposit") has been paid to the Breeder. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that the Deposit is non-refundable under all circumstances.
2. Purpose of Puppy/Dog. The puppy/dog is first and foremost a companion animal, however in the interest of dually promoting the breed through conformation exhibitions, the puppy/dog is being sold with Full Registration (defined below).
3. Purchase Price. The full purchase price of \$4,000.00 ("Purchase Price") is agreed with the balance due in full upon Buyer's pickup of the puppy/dog. Any transportation 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 cash, cashier's check, money order, wire transfer or Zelle®.
4. Full Registration. The puppy/dog is a purebred Eurasier dual-registered with the American Kennel Club's Foundation Stock Service (AKC) and the Canadian Kennel Club (CKC) and is being sold with full registration, which allows full show rights on the puppy/dog. Breeder agrees to provide Buyer with all registration papers and registration will be completed before the puppy/dog leaves the Breeder's home.



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 the Buyer. Ownership of the puppy/dog will be granted to Buyer upon Buyer's payment of the full Purchase Price.
- 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 the time and (ii) has had the immunizations (administered by said veterinarian) enumerated in the health records provided to Buyer. Buyer, at their own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours (or a longer period of time with the Breeder's prior written consent if Buyer notifies the Breeder that Buyer is unable to obtain an examination because of reasons related to COVID-19) 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 the Breeder 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 the Breeder within 48 hours of the veterinarian examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer's ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog's transportation from the Breeder to the Buyer and (z) 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. State of Health; Long-Term Health Warranty. Breeder also guarantees this puppy/dog to be free of life threatening genetic or congenital defects until the puppy/dog reaches two years of age. To the best of Breeder's knowledge this puppy/dog appears free of any diseases or any life-threatening genetic and congenital defects, having been previously examined by a licensed veterinarian and was found to be in good health at the time. The puppy/dog's parents are health tested and clear for known genetic conditions within the Eurasier breed. It is Buyer's responsibility to protect the puppy/dog from unhealthy environments until it has had the full vaccination regimen. The Breeder will not guarantee the puppy/dog against any of the following after Buyer has taken possession (i) Death, injury or illness of any kind due to neglect, accident or intent. (ii) Illness, injury, or death due to environmental exposure to toxins or disease, poor



nutrition, excessive weight or exercise, lack of vaccination, or lack of required medical care. If the puppy/dog dies prematurely, Breeder reserves the right to mandate a necropsy at Breeder's expense in order to determine the cause of death so that relevant health information can be communicated to all of those who own relatives of the puppy/dog.

- d. Returns/Refunds. Buyer may return the puppy/dog to the Breeder at any point in its life for any reason. If the puppy/dog is returned to the Breeder in good health together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Breeder, Buyer will receive reimbursement based on the following conditions of return: (a) if the puppy/dog is returned within one month of purchase, Buyer will be reimbursed the original Purchase Price minus the non-refundable Deposit; (b) if the puppy/dog is returned before 6 months of age, Buyer will be reimbursed 50% of the original Purchase Price minus the non-refundable Deposit; or (c) if the puppy/dog is returned after 6 months of age, Buyer will be reimbursed \$500. In the case that 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 a replacement puppy/dog from the next available litter of equal or better value, (y) return the puppy/dog and receive reimbursement of the original Purchase Price minus the non-refundable Deposit, or (z) keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed half 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 required to return the puppy/dog back to Breeder.
- e. Health Testing Rebates. In the interest of obtaining health data on animals produced by the Breeder and to the greater benefit of the Eurasier breed as a whole, the Breeder will rebate up to \$500.00 in total, over the lifetime of the puppy/dog, in return for completing any of the following "health tests". Receipts and subsequent results must be provided within 6 months of each completed health test.
- i. Orthopedic Foundation for Animals ("OFA") Hip Evaluation
 - ii. OFA Elbow Evaluation
 - iii. OFA Thyroid Panel
 - iv. OFA CAER Eye Examination
 - v. OFA Patella Evaluation
 - vi. OFA Dentition Exam



- vii. DNA Profiling & Submission to OFA
- viii. Other, non-specified tests which may become applicable depending upon trends within the breed or affected siblings.

f. No Other Warranties. No other warranties or guarantees, expressed or implied, are made by the 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 housing and protection from the elements, routine grooming to prevent matting and damage to the coat and skin, 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 prevalent in the Buyer's geographical area.
- 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 and any failure to adhere to the following will nullify the Long-Term Health Warranty:
 - 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. An All Life-Stages food is recommended for the puppy/dog.
 - 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.
 - iii. Buyer will not spay or neuter the puppy/dog until they are a minimum of 24 months of age and, if possible, will pursue an ovary sparing spay for females or a vasectomy for males. Current veterinary science has proven that delaying spay/neuter until a minimum of 24 months allows growth plates and joints to be closed, as well as other systems of the body to finish developing. Pediatric spay/neuter may lead to detrimental



orthopedic changes. Traditional complete hysterectomies (“spay”) and neutering a Eurasier can lead to detrimental changes to the puppy/dog’s coat quality which in turn can make grooming a difficulty, and thus are strongly discouraged.

- d. Socialization. Buyer will give the puppy/dog proper socialization and training. This includes exposure to a wide variety of environments, both rural and urban, enrollment in a foundations and advanced puppy class, and exposure to a wide variety of people, animals, and textures.
- e. Training. Per the FCI Standard No. 291 for the Eurasier, for the puppy/dog the “full development of these qualities (the Eurasier temperament), the Eurasian needs constant close domestic contact with his family and understanding, yet consistent training.” As such, it is antithetical to utilize aversive tools such as e-collars (colloquially, “shock collars”), invisible fences, shaker cans, prong collars, or other aversive tools in order to suppress or modify the puppy/dog’s behavior. Never hit, yell, or use strong punishment on your Eurasier, they are a sensitive breed and it can harm them for life if harsh methods are used. Training methodologies should be based in behavioral science and fall along the “R+” (Positive Reinforcement) or “LIMA” (Least Invasive, Minimally Aversive) methodologies. When confronted with difficulties in training, the Buyer will consult either the Breeder or a qualified R+ trainer local to the Buyer.
- f. 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 that neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker, wholesale establishment, any chain store, catalog sales house, or pet store.
- g. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including the Buyer’s death or incapacity), at the Breeder’s sole election, the puppy shall be (a) returned to the 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 refunds or payments due to the Buyer.

7. Breeding Rights.

- a. Breeder does not grant breeding rights for the puppy/dog and if the puppy/dog is female and is bred despite this contract the puppy/dog and all resulting offspring



are forfeited back to the Breeder. If the puppy/dog is male and is bred, the original purchase price of the puppy/dog, \$4,000.00, is due to the Breeder for breach of contract.

- b. If the Buyer completes the all required breed-appropriate health tests: Orthopedic Foundation for Animals (OFA) thyroid panel (tested on or after the puppy/dog's first birthday and then annually thereafter until age 8), OFA CAER Eye examination, OFA Dentition Database recording, OFA Hip Evaluation, and OFA Patella evaluation in addition to a minimum of two AKC or CKC titles, the Breeder agrees to discuss releasing breeding rights if the Buyer so desires. In such circumstances, Buyer will also be required to remain a member in good standing with the United States Eurasier Club (the "USEC") or the national Eurasier club of their country of residence. It is understood that Membership in good standing includes abiding by the club's Code of Ethics and Policies.
 - c. If the puppy/dog is a male, a minimum of 2 years of age, and has completed the health tests, Buyer and Breeder may enter into a separate stud agreement. This agreement will be signed in conjunction with the owner(s) of the Bitch to which he, the puppy/dog, would be bred, and would be redefined for each proposed dog pairing. Working together in good faith to facilitate the breeding, Breeder will mentor and educate Buyer throughout the process, and in turn Buyer will be compensated a minimum of 50% of the cost of a puppy in the litter providing the breeding is successful and a viable litter is born. Not all puppies will mature into adult dogs of breeding quality, regardless of health tests. Ultimate determinations on any pairing or breeding decisions would be at the discretion of Breeder.
8. Showing Rights and Performance Sports.
- a. Showing Prospect. Breeder 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 some promise of being able to complete an AKC breed championship (and/or) an AKC Certificate of Merit or CKC breed championship. Buyer acknowledges that due to the changes which can occur as a dog matures, Breeder is not providing a guarantee that puppy/dog will be of showing quality as an adult.
 - b. Maintenance. Buyer agrees that (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.



- c. Showing Rights. Buyer may show the puppy/dog themselves, or may utilize the services of a handler however, while the Eurasier breed is designated under the AKC's Foundation Stock Service (or) has attained Miscellaneous Class Status, it is prohibited by AKC to utilize a paid professional handler. As such, providing there are no ring time or other schedule conflicts, the Breeder will handle the puppy/dog at no cost to the Buyer. Buyer shall be responsible for all the expenses related to showing the puppy/dog.

- d. Conformation Exhibition and Performance Sports participation is not a requirement, but in the interest of promoting the Eurasier breed in conformation exhibitions and due to AKC's rules which prohibit a dog sold on "Limited Registration" to earn points toward a breed championship or Certificate of Merit, the Breeder is selling the puppy/dog as a "Co-Own" chiefly to give all Buyers the opportunity to exhibit their puppy/dog should they wish to.
 - i. Buyers who successfully title their dogs in either AKC or CKC will be provided a rebate of up to \$500.00 total throughout their dog's lifetime. Buyer must notify the Breeder of each completed title within 6 months of AKC or CKC confirmation of the award. Rebate compensation will vary as follows:
 - 1. Titles from within the AKC's Family Dog Program (AKC S.T.A.R. Puppy, Canine Good Citizen, AKC Fit Dog, etc.) or the Canadian Kennel Club equivalent will be compensated \$30.00 per title in recognition of their efforts and achievements.
 - 2. Titles earned in AKC Performance Sports (Agility, FastCAT, Scentwork, Barn Hunt, Obedience, Rally Obedience, AKC Fetch, etc.) will be compensated \$50.00 for each Novice or Beginner title, and \$100.00 for each advancing title thereafter (Intermediate, Advanced, Master, Excellent, or Championship, etc. Precise titles will vary by sport.) in recognition of their efforts and achievements.
 - 3. Upon completion of an AKC breed championship (and/or) an AKC Certificate of Merit or CKC Breed Championship will be compensated up to \$500.00 for their efforts and achievement.

- 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 the Breeder regarding the puppy/dog at least once of each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Breeder; (b) inform Breeder



of any titles completed by the puppy/dog and (c) inform the 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 or eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, hypothyroidism, gastric dilatation and volvulus ("bloat"), 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 in as timely a manner as possible.

10. Remedy for Mistreatment. If 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 of their choice and at the expense of the Breeder. If such veterinarian finds the puppy/dog to be the victim of ill-treatment, abuse or neglect, Breeder has the full right to take possession of the puppy/dog and revoke any AKC and/or CKC Ownership. 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.
11. Agreement to Mediate. If a dispute arises out of or related to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, 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 Commonwealth of Massachusetts 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, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

Breeder:

Buyer:

Name: Kelsey Keefe
Address:
Email: hello@gestalt.dog
Phone:

Name:
Address:
Email:
Phone:

DRAFT