

# EMERALD GROVE PUPPIES

## PUPPY PURCHASE AGREEMENT

This Puppy Purchase Agreement (“**PPA**”) entered into between Diana Alm (“**Breeder**”), representing Emerald Grove Puppies, and \_\_\_\_\_ (“**Buyer**”), for the purchase and sale of a \_\_\_\_\_. (“**Puppy**”). This PPA fully incorporates and integrates all former oral and written terms and communications between Breeder and Buyer and excludes any terms and conditions not explicitly written in this PPA. Breeder disclaims any warranty for merchantability and fit for a particular purpose. Breeder makes no warranty as to any future health of Puppy expect being subject to this PPA.

Accordingly, Breeder and Buyer agree to the terms and conditions as the following;

### Article 1—Definitions

- 1.1 “**Closing Date**” means the date in which the Puppy is transferred to Buyer for and in consideration of a predetermined monetary value stated in § 2.1, at which point this Agreement will be executed and finalized.
- 1.2 “**Dam**” means the female mother of Puppy.
- 1.3 “**Sire**” means the Male used to impregnate the Dam.
- 1.4 “**Debilitating Disease**” means a disease that results in the death of Puppy or may cause the Puppy to be unable to perform basic functions, such as, but not limited to (1) inability to experience urination or bowl movements correctly without medical intervention, (2) walk without assistance—this does not include less than perfect confirmation, or (3) other basic functions that may cause a lifelong medical issue for Puppy to experience.
- 1.5 “**Breeding**” means that impregnating of a Dam for purposes of having a litter.
- 1.6 “**Litter**” means offspring of a Dam where at least one puppy survives.
- 1.7 “**Purchase Abandonment**” means Buyer fails to reasonably communicate with Breeder as to pick-up dates, choice of Puppy, or other important and necessary communication as deemed important through industry standards.
- 1.8 “**Not Fit for Sale**” means that Puppy should not have been sold under the condition Puppy is currently in at the time of veterinarian visiting order to be a pet for Buyer.

### Article 2—Purchase and Sale

- 2.1 **Purchase and Sale.** Breeder shall relinquish certain rights to Buyer; unless otherwise agreed to between Breeder and Buyer, all rights to possess and use Puppy are transferred, in exchange for Buyer delivering a monetary value of \$\_\_\_\_\_ to Breeder by Closing Date.
- 2.2 **Closing Date.** Execution of this PPA shall be on the date agreed to by Breeder and Buyer and must be after eight (8) weeks of age. This date will be approximately eight (8) weeks after whelping unless otherwise agreed to due to delivery or pick-up feasibility.
  - 2.2(a) **Amendable Pick-up Date.** If pick-up date is after Puppy obtains eight (8) weeks of age, Breeder may require a reasonable boarding fee in conjunction with the industry standards at time of pick-up.
  - 2.2(b) **Reasonable Further Cost.** Industry standard will be based on third-party boarding services prices for reasonable services. Breeder is free to choose a reasonable price based on information provided through industry research at the time of boarding. If, in the event Breeder decides to delay closing date, Buyer will be responsible for boarding fees.
- 2.3 **Deposit Price.** Buyer shall pay a deposit price of \$\_\_\_\_\_.

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**2.3(a) Waitlist Spot.** Buyer must pay deposit in full to reserve Puppy. No waitlist spot is approved until full deposit amount has been paid.

**2.3(b) Non-refundable Deposit.** Deposit price is non-refundable for any reason, subject to Breeder's revocation of this PPA.

**2.3(c) Breeder's Failure to Supply.** If Breeder fails to supply Puppy to Buyer, Breeder must refund deposit price.

2.3(c)(1) If Breeder fails to supply Puppy due subject to Section 2.6 or 2.7, Breeder is exempt from providing a refund.

**2.3(d) Deposit Payment Information.** Buyer paid one \$\_\_\_\_\_ payment via \_\_\_\_\_. Buyer shall pay or has paid deposit amount on \_\_\_\_\_.

**2.4 Breeder's Control.** Breeder shall relinquish control and ownership of Puppy on Closing Date.

**2.4(a) Exception to Breeder's Relinquishment.** Breeder shall retain legal breeding right to Puppy until Buyer obtains a spay/neuter procedure performed by a licensed veterinarian for Puppy.

**2.5 Deliverables At Time of Execution.** Buyer shall deliver full price of \$\_\_\_\_\_ minus total deposit price of \$\_\_\_\_\_, being a total due of \$\_\_\_\_\_ to Breeder via an approved final payment method, being the amount equal to the full purchase amount minus previously paid deposit and other payments, if any, at time of Puppy being picked up.

**2.6 Buyer's Failure To Execute and Choose.** If, in any event, Buyer fails to choose a Puppy in a reasonable timeframe of deposit payment date or within a date that Buyer should have chosen a puppy from current litter according to Breeder choosing policy, Breeder may assume Buyer has abandoned purchase and will allow deposit price to be used for another litter.

**2.6(a) Puppy Choice Date.** Breeder allows Buyer to choose Puppy in the order each deposit had been placed at approximately six (6) weeks of age. Unless Buyer is last pick for a Puppy within the given litter, other picks must be done within a reasonable timeframe or Breeder will move on with other Buyer's in order to facilitate picking.

**2.7 Buyer's Purchase Abandonment.** If abandonment of purchase occurs, Breeder is free to resell Puppy, whether already chosen or not. If Buyer contacts Breeder after Puppy has been resold, Buyer may place deposit amount towards future litter.

**2.7(a) Abandonment After Pick.** If Buyer has chosen a Puppy at six (6) weeks and has not communicated at all with Breeder as to pick-up location within Puppy being nine (9) weeks of age, Breeder will consider Puppy abandoned and may resell Puppy. In that event, Buyer will hold onto Deposit for future litter.

**2.8 Delivery Place.** Buyer shall arrive at a pre-determined meeting place on or approximately around the day Puppy achieves eight (8) weeks of age.

**2.8(a) Amendable Pick-up Location.** Location of pick-up is amendable by verbal or written agreement by both parties.

**2.8(b) Burden of Cost for Pick-up or Delivery.** Buyer shall have the burden of any costs associated with traveling to obtain physical possession of Puppy or cost to ship Puppy via plane or ground travel with a third-party.

**2.8(c) Reimbursement of Costs.** Breeder will not reimburse Buyer for any costs associated with Buyer obtaining physical possession of Puppy.

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**2.9 Delivery for flight to buyer destination.** If applicable, Buyer may, at their sole option, agree with a third party delivery service to ship Puppy to home destination.

**2.9(a) Breeder's Liability After Delivery.** Breeder's liability for delivery of Puppy is extinguished once possession is transferred to third-party delivery service. Breeder is not liable for any damages, injury, or sickness caused by third party delivery service. Breeder agrees to deliver Puppy to third-party and is not a party to the delivery of Puppy.

**2.10 Payment ahead of shipment.** In the event Buyer lives a reasonable distance away and will not pick-up Puppy in person, Buyer must pay full price of Puppy before possession of Puppy is given to the third-party delivery service. Full payment is considered paid when cleared and deposited into Breeder's bank account, unless cash delivery.

**2.11 Forms of Full Payment.** Final payment MUST be paid via cash at pick-up/drop-off, subject to §2.10 in the event of shipping. If shipping, forms of final payment must be discussed prior to payment. Buyer has responsibility to confirm available payment methods before due date.

**2.12 Breeding Rights.** Breeder is retaining breeding rights in Puppy for a period up until Buyer acknowledges proof of a spay/neuter procedure according to this agreement.

**2.12(a) Buyer's Desire to Breed.** In the event Buyer desires to breed Puppy, Breeder may allow at Breeder's sole discretion, for Buyer to purchase breeding rights. Breeder is not able to execute this right unless Buyer breaches section 6.4 of this PPA and Breeder takes physical possession of Puppy according to this PPA. Any offspring produces by this Puppy in violation of this PPA is property of Breeder.

**2.13 Puppy's Identifying Information.**

Microchip # \_\_\_\_\_.  
Litter Registration # \_\_\_\_\_.  
Puppy Name, if known as time of signing \_\_\_\_\_.  
Puppy Description \_\_\_\_\_.

## Article 3—Breeder Representations

**3.1 Guarantee.** Breeder acts to deliver healthy, sturdy, and quality even-tempered puppies through industry standard and approved principles. Breeder represents that a two-year health guarantee applies to this PPA under Article 4.

**3.2 Good Health.** Puppy is vaccinated up to an approved recommended vaccination schedule up to 8 weeks of age.

**3.3 Deworming.** Puppy has received deworming treatments in conjunction with an approved and recommended schedule.

**3.4 Description of Puppy.** Breeder does not guarantee size, weight, color, or type of coat Puppy may have after closing date. Breeder only represents the size, color, or type of coat of Dam and Sire at the time of breeding. Breeder only represents Puppy's coat color is at the time of transfer and does not guarantee an adult size or coat.

**3.5 Vaccinations.** Puppy has received at least the first vaccine schedule recommended by a licensed veterinarian.

**3.5(a) Buyer's Request.** If Buyer desires, Breeder may adjust and give increased vaccines at Buyer's cost burden.

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- 3.5(b) Vaccines After Pick-up Date.** If Breeder holds on to Puppy for longer than eight (8) weeks of age for Puppy that Buyer has chosen but not picked up, Breeder is not responsible for any vaccinations. Buyer will have responsibility to provide payment of expenses Breeder incurs for Puppy's care after eight (8) weeks of age.
- 3.6 Health Testing.** Sire and Dam have been genetically tested. Dam and Sire have been health tested according to AKC standard including Orthopedic Foundation for Animals ("OFA") tests and or Pennhip.
- 3.6(a) Sire Registration.** Sire is Pennhip tested and
- 3.7 Warranty.** Puppy is sold **AS IS**, subject to other warranties in this PPA, and explicitly does not cover anything listed in § 3.4 or § 4.2.
- 3.8 Current Health.** Breeder represents, as stated in §3.2, Puppy is in good health and does not have any life-threatening illnesses or injuries that would cause Puppy to not be able to be sold by the Closing Date.

## Article 4—Puppy Health Policy

- 4.1 Two-Year Health Covered Conditions.** Breeder will supply a replacement of equal or greater value, according to Breeder's discretion if a licensed veterinarian decides Puppy suffers from a congenital debilitating disease. This debilitating disease must show in Puppy and be present within Two-years from Puppy's date of birth. For purposes of this section, "debilitating congenital conditions" include (i) the conditions that Embark® tests that Dam is clear for—Dam tested as carrier for Alanine Aminotransferase Activity ("ALT") and ALT is not covered under this warranty— and (ii) expressly does not include health conditions noted in § 4.2(a).
- 4.2 Conditions Specifically Not Covered.** Breeder does not warranty under any implied or written warranty or health guarantee the following conditions;
- 4.2(a) Allergies,
  - 4.2(b) Physical Injury,
  - 4.2(c) Other autoimmune disorders caused by environmental factors,
  - 4.2(d) Parasites, internal or external, or
  - 4.2(e) Viruses,
  - 4.2(f) IVDDY.
- 4.3 Two-Year Health Guarantee Qualifications.** Buyer shall not be qualified for a limited Two-Year health guarantee unless has all recommended shots and veterinarian visits, and without any abnormal alterations different from anything present on the Closing Date, subject to spay/neuter agreement. Buyer must present any Breeder requested recorded veterinarian visits and up-to-date shot information to Buyer to invoke any health guarantee qualification. Any lack of veterinarian visits on a industry standard visitation schedule voids this PPA health guarantee.
- 4.4 Second Opinion.** Breeder reserves the right to seek a second opinion from a licensed and registered veterinarian of Breeders choosing. If Breeder chooses to do so, Breeder shall bear the cost of a second opinion. If Buyer lives out-of-state or not within a reasonable driving distance, Buyer shall be required transport Puppy to a veterinarian of Breeder's choice local to Buyer.
- 4.5 Current Health at Time of Closing.**
- 4.5(a)** Buyer may qualify for a limited refund if a licensed veterinarian determines Puppy was not fit for sale at the time of Closing. If Puppy is not healthy or fit for sale, Buyer may receive a limited refund. Those Qualifications for this limited guarantee are as follows;

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4.5(a)(i) The puppy must be evaluated by a licensed and certified veterinarian, at the purchasers choosing and expense, within forty-eight (48) hours after receiving control of Puppy.

4.5(a)(ii) If a licensed and insured veterinarian does determine Puppy is unhealthy and not fit for sale, documentation of the vet visit and details of that visit with a statement from veterinarian must be submitted to Breeder,

4.5(a)(iii) No alterations made to Puppy that would undermine the Puppy's health,

4.5(a)(iv) Minor illnesses and health conditions, such as colds, allergies, or any physical ailments are **not covered**.

4.5(a)(v) Breeder disclaims any responsibility **48 hours** after closing date and time. Buyer must take Puppy to a licensed veterinarian within **48 hours** after closing in order to claim Puppy was not fit for sale at the time of sale, subjects to health guarantee.

4.5(a)(vi) Breeder disclaims and is not responsible for any vet expenses after Closing Date, nor will be liable for any vet expenses in the event a breach occurred on Breeder actions.

4.5(a)(via) If Puppy is subjected to Parvo and a licensed veterinarian claims Parvo affects Puppy, Buyer must provide information definitive that Puppy would have caught Parvo while in Breeders care according to the incubation period of industry standards for Parvo.

4.5(b) Breeder shall provide a remedy in the amount of an equal or greater valued Puppy within the same litter, if one is available, or a puppy from a future litter. If no litter is planned, a refund of purchase price minus non-refundable deposit price may be refunded.

## Article 5—Breeder's Covenants

**5.1 Delivery.** Breeder shall relinquish rights of ownership of the Puppy at time of pick-up, subject to any other clause in this PPA. The time of pick-up shall be the locality of the pick-up location.

## Article 6—Buyer's Covenants

**6.1 Notification of Genetic or Hereditary Issues.** Buyer shall notify Breeder of any life-threatening health defects found by a vet within **24 hours**, if covered by this PPA, after the end of vet visit and include all information and documentation Buyer has received from Vet, subject to the attached health guarantee.

**6.1 Notification of Rehoming.** Buyer shall notify Breeder if for any reason Buyer desires to rehome Puppy. Breeder shall have the right of first refusal to obtaining physical possession of Puppy.

**6.2 Proper Care.** Buyer will provide good and proper care of Puppy. 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 Puppy's lifetime, including but not limited to, routine vaccinations to maintain Puppy's immunity to common canine diseases.

**6.3 Spay or Neuter.** Breeder shall retain all breeding related rights to Puppy. Buyer shall find and be responsible for payment to a licensed veterinarian to perform any spay or neuter process within a veterinarian recommend timeline and age of Puppy. Buyer must submit proof of procedure being completed within two years of Puppies age. If the event Buyer fails to perform action, Buyer shall be in breach of this agreement and Breeder will have the right to obtain physical possession of Puppy in order to perform the procedure. Buyer is responsible for any reimbursement for Breeder to repossess and pay for procedure. As stated previously, any offspring of Puppy shall be the sole property and ownership of Breeder.

**6.4 Guardian Home.** Buyer shall not place Puppy in Guardian home for purposes of Breeding. Buyer will be in breach of this PPA in the event Puppy is placed in another home for purposes of Breeder. If Buyer places Puppy in a new home, any warrantee is void and non-transferable to new owners.

## Article 7—Declarations

**7.1 Further Vet Expenses.** Breeder is not responsible for payment of vet visits incurred after this Agreement.

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- 7.2 **Dew Claws.** Dew claws will **not** be removed just after birth unless otherwise agreed upon between Breeder and Buyer.
- 7.3 **Governing Law.** Utah law shall control any dispute arising under this Agreement.
- 7.4 **Forum Selection.** A Utah court shall preside over any dispute arising under this Agreement.
- 7.5 **Liability After Closing.** Breeder assumes no responsibility to any damage to Buyer's place of residence or personal items due to Puppy (1) failing to potty train indoors, (2) running away from Buyer's residence, or (3) any damage done to other persons or person's personal property.
- 7.6 **Confidentiality.** Breeder and Buyer shall not intentionally disclose either parties personal information received during the execution of this PPA to other outside persons not stated within this PPA.
- 7.7 **Arbitration.** Breeder and Buyer both agree to an arbitration process to solve any dispute arising under this Agreement. In the event Arbitration fails to achieve an adequate solution, litigation may follow.
- 7.8 **Disclaimer of Warranty.** Breeder disclaims any warranty implied or explicit that is not listed within this Agreement. This disclaimer includes Warranty for a Particular Purpose and Warranty for Merchantability. Breeder makes no implicit or explicit warranty that a male or female will be able to breed at a given time. Breeder is not liable to Buyer in the event Buyer purchased Puppy for the sole purposes of breeding and Puppy is not able to produce.
- 7.9 **Assignment.** Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party.
- 7.10 **Modification.** No changes, modifications or waivers to PPA will be effective unless in writing and signed by both parties.
- 7.11 **Unenforceable Terms.** In the event that any provision of this PPA is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this PPA shall otherwise remain in full force and effect and enforceable.
- 7.12 **Breach.** In the event a breach occurs by Breeder, Breeder will not be liable for any damages up and above the price of Puppy minus non-refundable deposit. In the event Buyer breaches this PPA, Buyer shall be responsible for damages up to and including, but not limited to, damages to (1) breeder's reputation, (2) future loss of sales, and/or (3) compensatory damages.
- 7.13 **Breach by Litter.** In the event Buyer breaches this PPA by failing to obtain a spay/neuter procedure and in turn proceeds to breed and impregnate Puppy, nay offspring of Puppy will be the sole and inherent property of Breeder to be sold or raised by Breeder's discretion.
- 7.14 **Breach by Failing to Obtain Procedure.** If Buyer fails to obtain spay/neuter proof of procedure delivered to Breeder by a reasonable and recommend time frame by a licensed veterinarian, Buyer will be in breach and Breeder may obtain physical possession of Puppy for sole purpose of providing the spay/neuter procedure will be completed. Buyer is liable up to the full amount of (1) travel or other out-of-pocket expenses, and (2) the cost of the procedure or other medical necessities.

According to the terms and conditions of this Agreement, Breeder and Buyer acknowledge the acceptance of the terms, conditions, warranties, guarantees, and representations by this Agreement by signing below.

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\_\_\_\_\_  
Breeder or Breeder's representative      Date

Name:            Diana Alm  
Address:        7208 South Woodgreen  
                    West Jordan, Utah 84084  
Email:           [Emeraldgrovepuppies@gmail.com](mailto:Emeraldgrovepuppies@gmail.com)  
Phone:           \_\_\_\_\_

\_\_\_\_\_  
Buyer or Buyer's Representative      Date

Name:            \_\_\_\_\_  
Address:        \_\_\_\_\_  
                    \_\_\_\_\_  
Email:            \_\_\_\_\_  
Phone:            \_\_\_\_\_