

**Forthright Border Collies Puppy/Dog Purchase Agreement & Guarantee
(Full Registration)**

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

- **REGISTRY:** _____
- **SEX:** _____
- **DATE OF BIRTH:** _____
- **MICROCHIP #:** _____
- **SIRE:** _____
- **SIRE REGISTERED #:** _____
- **DAM:** _____
- **DAM REGISTERED #:** _____

The Breeder and Buyer agree as follows:

1. **Purchase Price.** The full purchase price of \$_____ (“**Purchase Price**”) is agreed with the balance due in full (a) before the puppy/dog is delivered to Buyer or (b) upon Buyer’s pickup of the puppy/dog. Any transport 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 PayPal, Venmo, or cash.
2. **Full Registration.** The puppy/dog is a purebred Border Collie, registerable with the American Border Collie Association(ABCA) and is being sold with full ABCA registration, which allows breeding rights on the puppy/dog. Breeder agrees to provide Buyer with all ABCA registration papers.
3. **Registration by Breeder.** Breeder shall register the puppy/dog with ABCA. Buyer understands that ABCA registration may take up to 6 months to process, and will be mailed to Buyer as soon as Breeder receives the registration certificate from ABCA. Buyer is expected to give mailing address and name of the puppy within 2 weeks of pickup so registration can be filed promptly. Failure to provide the information within 2 weeks may result in the puppy not being registered.
4. **Breeder’s Obligations.** Breeder represents and warrants the following:
 - a. State of Health; Short-Term Health Warranty. The puppy/dog (i) is in good health at the time of sale (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 Breeder for a full refund of the Purchase Price, minus any transport costs. The veterinarian must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to Breeder within 48 hours of the veterinary 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 Breeder to 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.
 - b. Long-Term Health Warranty. Breeder provides an 18 month warranty from the puppy/dog’s date of birth against any debilitating congenital conditions. For purposes of this section, “debilitating congenital conditions” (i) include all Border Collies genetic tests as recommended on Paw Print Genetics(ii) epilepsy, and (iii) and hip displaysia moderate or worse. 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.

- c. **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 (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. 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.
- d. **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.

5. Breeding Rights.

- a. **Breeding Prospect.** Seller 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, Seller is not providing a guarantee that puppy/dog will be of breeding quality as an adult.

6. **Remedy for Mistreatment.** If the Breeder feels the puppy/dog is not getting proper care and treatment, Breeder has the right to ask that the puppy/dog be examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse or neglect, or Buyer refuses to have the puppy/dog examined by a licensed veterinarian, all Breeder warranties herein shall become null and void.

7. **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:

Address:

Email:

Phone:

Name:

Address:

Email:

Phone: