

Harman Corgis Puppy/Dog Agreement & Health Guarantee with Limited Registration

This agreement is between Leslie Harman / Wayne Harman or Harman Corgis LLC hereinafter referred to as Breeder(s) and _____ hereinafter referred to as Buyer(s). The subject of this agreement is the below-described puppy/dog.

Puppy/Dog:

Breed: Pembroke Welsh Corgi Sex: _____ Date of Birth: _____
Registry _____ Registration Number: _____
Puppy Collar ID _____ Microchip No. _____
Dam: _____ Sire: _____

Buyer Information:

Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

Breeder Information:

Leslie Harman / Wayne Harman – Harman Corgis LLC Website: HarmanCorgis.com

Phone: 806-202-2176 Email: laharman1@gmail.com

Address: 12498 Co Rd 16, Perryton, Texas 79070

The Buyer and the Breeder agree as follows:

1. **Purchase Price.** The full purchase price of \$_____ plus Texas Sales Tax is agreed with the balance due in full at least 3 day(s) before the puppy/dog is picked up for by the transporter for delivery to the Buyer or upon Buyer's pickup of the puppy/dog. The buyers deposit will be deducted from this amount and the Buyer will be invoiced and will make payments through a secure online site online using a credit card, debit card or bank draft etc or the Buyer may pay in cash if the dog is picked up in person.
2. **Microchip Enrollment.** The puppy/dog's microchip must be enrolled with AKC Reunite by the Buyer at the Buyer's expense before the puppy/dog leaves the breeder's possession. The Breeder will provide the Buyer with the puppy/dog's microchip number and instructions for enrolling the puppy/dog.
3. **Transportation.** Any shipping and handling expenses are the responsibility of the Buyer and shall be paid by the Buyer. Transportation will be by _____.
4. **Free Pet Insurance Enrollment.** The buyer has arranged for puppies to have 30 days of Free insurance through Trupanion via the Trupanion Go Home Offer. This insurance costs the buyer nothing and the buyer is not obligated to purchase a policy after the expiration of the 30 day Go Home Offer. The buyer must activate the offer within 24 hours of picking up the puppy and email the policy number to the breeder. The said puppy will be covered for unexpected illness and injuries including but not limited to ingestion of foreign objects, physical injuries, treatment of common puppy illnesses including coccidia and giardia, and during transport from the breeder to the buyer's home. This offer does not cover wellness exams, vaccinations or routine care. The breeder will provide the buyer with offer information prior to picking up the puppy.
5. **Limited Registration.** The puppy/dog is a purebred Pembroke Welsh Corgi registerable / registered with AKC and is being sold with limited AKC registration. With limited AKC registration, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events such as Agility, Obedience, etc). With limited registration, the puppy/dog shall not be bred at any time and if pups are produced, such offspring are not eligible for registration.
6. **Registration of the puppy/dog.** The Breeder agrees to provide the Buyer with the registration application for the puppy/dog or prepaid registration for the puppy/dog.

(a) the Buyer agrees to return the puppy/dog to the Breeder immediately with registration papers and pay the Breeder Liquidated Damages of \$3,000 per litter of offspring and is subject to the provisions of Paragraph 14 below;

(b) Buyer agrees that all of the Breeder's warranties outlined in the Agreement will become null and void; and

(c) Buyer agrees to return the puppy/dog purchased to Breeder and assumes all costs of the transfer.

7. **Breeder's Obligations.** The Breeder represents and warrants the following.

- a. **Ownership.** The 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 transferred to the Buyer upon 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 that time and (ii) has had the vaccinations and parasite control listed on the health records provided to the Buyer. At the time the puppy/dog leaves the Breeders possession it will have been immunized with at least the following vaccinations: Canine Distemper, Adenovirus Type 1 (Hepatitis), Adenovirus Type 2 (Respiratory Disease), Parainfluenza, Parvovirus and routinely wormed with Pyrantel and Safeguard and will be in good health to the best of the Breeders knowledge. The Buyer, at their own expense, must have the puppy/dog examined by a licensed veterinarian within 72 hours (the Examination Period) after receiving the puppy/dog to have the puppy/dog checked for general health. The buyer must complete standard puppy vaccinations and deworming. If the buyer fails to have a veterinarian check performed within 72 hours after receiving the puppy or fails to continue puppy vaccinations, the guarantee shall be considered null and void. If within the Examination Period, the Buyer's veterinarian finds the puppy/dog to have a serious or chronic health issue or in poor general condition making it unfit for sale, the veterinarian must provide a written statement which must be sent to the Breeder within 48 hours of the veterinary examination. The Breeder reserves the right to a second opinion by a veterinarian of the Breeder's choice. If justifiable by both vets, the puppy/dog may (a) be returned to the Breeder for a full refund of the Purchase Price or (b) return the puppy/dog and receive a replacement puppy of equal quality, price, and sex within a reasonable time period. The foregoing guarantee expressly excludes (w) any health issues caused by the Buyers ill-treatment, abuse or neglect, (x) any health issues that result from the puppy/dog's transportation from the Breeder to the Buyer, (y) all minor illnesses and health issues that are treatable, including respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTI's, vaginitis or umbilical hernias, and (z) environmentally influenced diseases including hip dysplasia and IVDD due to the fact that the Breeder can not ensure that the Buyer has taken all necessary precautions to reduce the risk of the puppy/dog developing one of these diseases. The Breeder is NOT responsible for any vet bills or expenses. If the puppy dies within the Examination Period, the Buyer will provide the Breeder with a veterinarian's diagnosis and cause of death at which time the purchase price will be refunded, or the puppy/dog will be replaced by a puppy of equal quality, price, and sex within a reasonable time period.
- c. **Long Term Health warranty.** The Breeder provides a 1-year warranty from the puppy/dog's date of birth against debilitating congenital conditions known to the breed including DM, EIC and VWD1 that can cause death or seriously impairs vital functions in the puppy making it unsuitable for a family pet. Breeder will not be responsible for any inaccuracies of any testing done for any condition of the puppy including testing for any debilitating congenital conditions known to the breed including DM, EIC and VWD1. In the event that the puppy/dog exhibits symptoms of one of these suspected debilitating congenital condition, the Buyer must immediately inform the Breeder and supply all requested veterinary records to the Breeder. The Breeder reserves the right to a second opinion by a veterinarian of the Breeder's choice and may request and pay for genetic testing to confirm that the issue is indeed a congenital genetic disease. The Breeder is not liable for any veterinary bills incurred by the Buyer.
- 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 (x) return the puppy/dog and receive a replacement puppy/dog of comparable quality and sex from an upcoming litter (y) return the puppy/dog and receive reimbursement of the original

Purchase Price or (z) keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursement will not exceed the Purchase Price amount). Should the puppy/dog be returned or exchanged according to the terms of this section, the Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, and transportation fees.

- e. **No Other Warranties.** The Breeder cannot and does not guarantee the physical appearance or emotional disposition of the puppy/dog as it matures. The Breeder cannot guarantee size, color, eye color, bite, breeding ability or temperament. 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.

8. **Buyer's Obligations.** The Buyer agrees to the following.

- a. **Proper Care.** The Buyer will provide good and proper care of the puppy/dog. Such care includes adequate housing and protection from the elements, a safe (preferably fenced) exercise area or daily walks and exercise, and proper and sufficient nutrition and water. The Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and parasite control.
- b. **Veterinary Care.** The Buyer will also provide veterinary care: (i) routine vaccinations, (ii) treatment for internal and external parasites (iii) annual examination by a licensed veterinarian. The Breeder will give the puppy its' first round of vaccinations but the Buyer is responsible for the remaining 3 that are required to meet complete vaccination status and must be given in a timely manner, being every 3-4 weeks apart.
- c. **Ensure that ears are both erect.** The Buyer will contact the Breeder if the puppy/dog's ears do not stand up by 12 weeks of age and remain erect. Genetics and teething sometimes delay ears to stand up. In this case, the Buyer will be required to perform the painless procedure of "Taping" the puppy/dog's ears to help facilitate breed characteristics. The Breeder will provide instructions and guide the Buyer when this procedure is necessary.
- d. **Care to prevent Orthopedic Conditions.** Orthopedic problems, hip dysplasia and IVDD are caused by multiple factors including both genetic and environmental therefore the breeder can not warranty these issues if they arise. To reduce the incidence of these issues, the Buyer will also provide the following care.
 - i. Proper nutrition with a high quality food to support ideal growth and maintain optimum body condition making sure that the puppy/dog is not overweight or underweight.
 - ii. Proper daily exercise to maintain that the puppy/dog is in good condition. Exercise should be age-appropriate to avoid stress injuries until growth plates have closed. Buyers will be provided with a Puppy Fitness booklet from the Breeder which includes an age-appropriate exercise guideline.
 - iii. Avoidance of stress injuries such as not allowing the puppy/dog to jump from heights taller than itself at the shoulder or wrestle and play hard with other dogs. Corgis like all long-backed dwarf dogs, are genetically prone to back injuries including IVDD. Care should be taken to ensure that they are not allowed to jump from furniture or heights taller than their body height. Most if not all Corgis are genetically predisposed to IVDD due to the link of FGF4 gene with both IVDD and chondrodystrophy (dwarfism).
- e. **Sale Prohibition.** The Buyer is not acting as an agent in the purchase of the puppy/dog. The Buyer agrees that the puppy/dog will not be sold by or through any commercial broker or wholesale establishment, chain store, catalog sales, or pet store. The buyer agrees that the puppy/dog will not be used for the purpose of vivisection or research.
- f. **Spay/Neuter Provision.** The right to ownership of the puppy/dog is conditioned upon the Buyer paying all costs and expenses of spaying/neutering the puppy/dog no later than 9 months of age and providing proof from the veterinarian of such spaying/neutering to the Breeder immediately upon completion. In addition to such other remedies as may be available to the Breeder in an action in

equity and/or at law for any violation of the terms of this Agreement, the Buyer will be subject to and hereby agrees to pay, as liquidated damages, the sum of \$3,000 if the puppy/dog is not spayed/neutered in accordance with this agreement. Buyer also agrees to the provisions of Paragraph 14 below.

- g. **Restrictions of Transfer.** If at any time or for any reason during the pet's life (including upon Buyer's death or incapacity) the Buyer needs to find a new home for the dog, the Breeder will assist with finding the puppy/dog a new home or take it back rather than see it placed in a shelter, and at the Breeders' sole election, the Buyer agrees that the puppy/dog shall be:

(a) returned to the Breeder together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to the Breeder at the sole expense of the Buyer, or

(b) rehomed by the Buyer with Breeder's prior written approval, in each case without any refunds or payments due to the Buyer.

Buyer agrees that under no circumstances may this puppy/dog at any age be relinquished to an animal shelter or rescue organization.

- h. **No transfer Outside of the United States.** The Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without the Breeder's written approval.

- i. **Breach by Buyer.** The Buyer's breach of any of the foregoing obligations shall result in the Breeder's warranties set forth in this Agreement being null and void.

9. **Remedy for mistreatment.** If the Breeder learns or suspects that the puppy/dog is not getting proper care and treatment, Buyer agrees that the Breeder 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, cruelty or neglect,

(a) the Breeder has the right to possession and ownership of the puppy/dog. Buyer agrees to transfer possession and ownership of the puppy/dog to Breeder and that all registration documents will be transferred into Breeder's name by Buyer. Buyer agrees that the transfer of the puppy/dog and registration documents is at the sole expense of Buyer, and Buyer also agrees to the terms of Paragraph 14 below.

(b) Buyer agrees that all warranties of the puppy/dog shall become null and void if there is a transfer of possession and ownership of the puppy/dog back to Breeder based on mistreatment of the puppy/dog as provided above.

10. **Ongoing Communications.** Both parties agree to promptly notify the other of any change of address, email, or phone number. The Buyer agrees to (a) maintain contact with the Breeder regarding the puppy/dog for at least one calendar year and to promptly reply as possible to inquiries about the puppy/dog from the Breeder; (b) inform the Breeder of any major illnesses in the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or heart conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. The Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify the Breeder of the particulars of the animal's death.

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 to first try in good faith to settle the dispute by non-binding mediation prior to the filing of any suit. The parties agree that mediation can be accomplished remotely by Zoom or any other similar means at the election of Breeder. The parties further agree that if mediation fails and any suit is filed, all pre-trial matters and the trial of the case can be accomplished remotely by Zoom or any other similar means at the election of Breeder as the Court will allow.

12. **Governing Law.** In the event of any dispute, the parties mutually agree that the dispute will be determined in Ochiltree County, Texas but if suit is filed, Breeder may elect to bring suit in another county of competent jurisdiction.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussion, 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 prior written consent of the other party. No changes, modification, 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.
14. **Hold Harmless and Indemnification.** Buyer agrees to hold harmless and indemnify Breeder for any claims against Breeder arising from this agreement for any reason and brought by any person including Buyer. Buyer agrees to fully indemnify Breeder from any and all actions taken by Breeder to enforce this agreement or due to any failure by Buyer to adhere to the requirements and terms of the agreement including but not limited to all damages, liquidated damages, attorney fees, costs of court and any other expenses including those for Breeder repossessing the puppy/dog and getting any registration documents executed transferring ownership of the puppy/dog to Breeder.

I have read and understand all warranties and conditions all of which I accept

Buyers Signature _____ Date _____

Breeders Signature _____ Date _____

