

Gulf Coast Minis LLC Purchase Agreement

This agreement is made on this ____ day of_____, 20____ between

Buyer:

Address:

Phone: Email:

AND Seller (Breeder): **GULF COAST MINIS LLC (Colleen & Robert Powell)**

Buyer is to pay Seller the amount of \$_____00 in full payment, which payment is acknowledged, in exchange for the granting, conveying, selling, transferring ownership of the following identified dog (hereinafter referred to as "the dog") to Buyer:

" " is a [Toy Australian Shepherd (ASDR)/ Miniature American Shepherd (AKC)] puppy with the following:

DOB:

Gender:

Coat:

Eyes:

Estimated pick up date:

Sire: Gulf Coasts Little Blue Stitch 626

Dam: Gulf Coast's Lovely Lady Lilo

The Breeder (Gulf Coast Minis LLC) and buyer agree as follows:

NON-REFUNDABLE DEPOSIT

A NON-REFUNDABLE DEPOSIT is used to place a hold or reserve a puppy. A NONREFUNDABLE means the deposit WILL NOT be returned at the purchaser's request. The amount of the NON-REFUNDABLE deposit is applied to the total price of the puppy. The purchaser agrees that once they submit a NON-REFUNDABLE deposit, they will not take measures to reverse payment on a money order, check, or electronic payment at any time, or it is considered a breach in the contract. The seller reserves right to return the deposit in full with no explanation voiding the sale. In some circumstances, the deposit may be rolled over to future litter. A non-refundable deposit HOLDS a puppy for sale. It may be paid in CASH, Zelle, PayPal, Venmo, or bank transfer. Credit card and electronic transactions have an additional 4% fee and sales tax which will not go towards the price of the puppy. The remainder of the balance is due in CASH upon pick up or ZELLE, PayPal, or Venmo 48 hours before pick up.

Initial the following:

I acknowledge that the breeder has ZERO control over the eye color of the puppy and eye color can change after 8 weeks as the puppy matures.

I acknowledge that there is NO guarantee of the dog's final height or weight made when purchasing said dog. Any weight or size that may have been provided to you is an estimate based on available information and CAN NOT be guaranteed.

I agree to follow the advice and counsel of a trained veterinary professional regarding the care of my puppy/dog.

Buyer acknowledges receipt of Florida Statute 828.29 known as The Florida Pet

(Buyer)

Lemon Law, from the seller via the Gulf Coast Minis' website and printed within this contract (section 8)

Purchase Agreement

The parties agree that upon pending veterinary inspection and production of the Veterinary Health Certificate, the dog will be in good health and fit for sale. The specific terms and conditions of this contract are as follows:

1. Buyer has made a non-refundable deposit of \$_____ .00, with a final balance due of \$_____ .00.

2. Transferring ownership and registration

The seller certifies that the dog is eligible for registration under the Regulations of the American Stock Dog Registry as a Standard, Miniature, or Toy Australian Shepherd. Puppies are also registerable with the American Kennel Club as Miniature American Shepherds. The seller reserves the right to affix the kennel name(s) "Gulf Coast's" or "XXXX at Gulf Coast" or any other kennel name to the registration paperwork. The buyer may not change the registration name at any point over the dog's lifetime. Buyer has exclusive rights to choosing the "call name".

3. LIMITED registration:

The puppy/dog is a purebred Miniature American Shepherd (AKC) AND Toy Australian Shepherd (ASDR) registerable with the AKC (American Kennel Club) and ASDR (American Stock Dog Registry). Seller (breeder) will provide registration documents once proof of spay/neuter is provided. The puppy/dog shall NOT be bred or used for breeding at any time and if pups are produced, such offspring will NOT be eligible for AKC or ASDR registration. The puppy/dog is purchased solely as a companion pet, Limited ASDR, AKC registration papers may be provided upon written proof of spay/neuter directly from the vet's office. Buyer must submit a \$30 payment to the Seller for ASDR papers which is not included in the purchase price. No ASDR, AKC papers will be offered after 36 months of age nor to any puppy priced under \$1500.

4. Unauthorized breeding:

The puppy/dog is being sold solely as a companion and breeding of the puppy/dog is expressly prohibited. If at any time the puppy/dog has produced any offspring:

- A. Buyer must return the puppy/dog to the named breeder immediately, at buyers' expense, AND pay the breeder the current market rate for EACH puppy produced.
- B. ALL of Breeder's warranties outlined in this agreement will become null and void

5. Health Considerations Health Guarantee:

Only untreatable, genetic diseases or defects will be considered. Each case is dealt with individually. Said puppy/dog is guaranteed for **one (1) year against genetic life-threatening diseases**. If said puppy/dog is found to have a genetic **life-threatening disease** within the course of said puppy/dog's first year of life, the seller then agrees to offer the next available pick (same color/gender/quality) from the next available litter upon return of the puppy/dog to the Seller OR buyer may choose to keep the puppy/dog and receive financial assistance/reimbursement for treatment of qualifying conditions NOT to exceed the original purchase price less any fees or taxes.

_____ (Buyer)

A refund will be given only upon receipt of the report from a licensed veterinarian. Buyers must notify Gulf Coast Minis within 24 hours of diagnosis with a written statement from your licensed veterinarian. Failure to send a written report to Seller within 24 hours of exam voids this guarantee. Gulf Coast Minis reserves the right to have the diagnosis verified by another veterinarian of Seller's choice (at Seller's expense) before providing a refund. The sales contract of the puppy/dog is a guarantee of good health, and the puppy/dog appears to be in good health at the time of sale.

This guarantee does NOT cover Cherry eye, colobomas entropion, collie eye anomaly, anophthalmia, detached retinas, progressive retinal atrophy, microphthalmia, offset or oval set pupils, persistent pupillary membrane, juvenile cataracts, ectropion, allergies, undescended testicles, stenotic nares, elongated soft pallet, under or overbite, umbilical hernia, dermatitis, demodectic mange, hearing issues, lack of hearing, or sensitivity to ivermectin or any other medication related to MDR1. Parents are full panel clear or carriers of MDR1 (Stitch).

Seller will state in writing any known defects on the health records provided. Upon the buyer signing and accepting the terms of this contract, the buyer shall accept all disclosed and known health concerns or defects and the guarantee stated above will not apply to these disclosed health concerns or defects. For any of the above conditions, a full refund not to exceed the purchase price will be given to the purchaser upon receipt of the required documentation as stated above, or the purchaser may choose a puppy of like the kind from the next available litter. We may not require the return of the original puppy if a genetic defect is found up to 12 months of age if the purchaser covenants to give it the appropriate care it requires for the lifetime of the dog but does require its return if the purchaser no longer wants it. Your genetic guarantee is null and void if you sterilize your dog before 4 months of age. The Seller will assume **no responsibility if this puppy/dog is given Ivermectin, Imodium, or any of the known Australian Shepherd-sensitive drugs and suffers an adverse reaction.** No other guarantees are given. The seller cannot be responsible for Hypoglycemia (low blood sugar) or the effects of any stress-related illness due to travel/rehoming. Buyers must make certain that their new puppy eats and gets plenty of rest.

Initial Purchase: buyer must have the dog examined by a licensed veterinarian within 2 (two) business days of receipt of the puppy. If the veterinarian feels that the pet puppy in question is unfit for sale, the puppy must be returned for testing to Gulf Coast Minis, with written documentation from the buyer's veterinarian, including lab testing, for possible refund or replacement. The examining and treating vet must write a written statement confirming that the dog is critically ill and unfit for sale. We reserve the right to have a 2nd opinion at our expense. The buyer agrees to schedule the two remaining puppy vaccinations at approximately 4 and 8 weeks from the last vaccines given and the rabies vaccine around 5 months of age. If the puppy is being boarded by the breeder, then Buyer must pay for additional and necessary vetting. We will not pay for the treatment of parasitic puppy conditions such as fleas, worms, or diarrhea due to such conditions as overgrowth of giardia or coccidia, as they can be induced from the stress of the transition. All puppies are sold with a health certificate, negative fecal, and the first round of vet-issued core puppy vaccines.

_____ (Buyer)

Puppies are wormed at 3 and 8 weeks of age. The breeder is not responsible if both testicles do not descend. It is normal for 7-8-week-old puppies to have one or both testicles not yet descended, and there is no way to know if they will drop or not in time. Under no circumstances will Gulf Coast Minis pay any veterinary expenses incurred by the buyer. Your puppy will be at the lowest level of immunity of its life at 8 weeks, even after receiving the first vaccinations by the breeder. The second series of vaccinations must be done within 4 weeks from the date of the first vaccinations, and the third series four weeks after that. Your puppy is not immune to disease until the final set of vaccinations. It is recommended that you do not take your puppy in public until one week following the final vaccines at 16 weeks. If you must travel without your puppy, you agree to avoid boarding kennels and keep your puppy home with a trusted friend or pet sitter. Buyer agrees that they have thoroughly researched the Miniature American Shepherd/Toy Australian Shepherd breed and understand the health issues that they can possess. Buyer is responsible for ALL medical costs of their puppy (No refunds will be given). This guarantee extends only to the original buyer and is NOT transferable.

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 puppy/dog's transportation from Breeder to Buyer, and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reaction, heatstroke, improper socialization, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), urinary tract infections, vaginitis, umbilical hernias, or undescended testicles.

6. No other warranties

No other warranties or guarantees, express 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

7. Pet insurance

Seller will supply accidental/incidental Pet Insurance for the puppy at no charge to the Buyer to cover a period of 30 days from the completed date of purchase, buyer MUST complete registration with AKC pet insurance, Trupanion, or any other comparable provider for activation of insurance. If there arises a dispute with the insurance company, then Seller reserves the right to have the dog examined, at Seller's cost, by Seller's veterinarian.

8. Buyers' representations

The dog is to be purchased solely as a family pet and the buyer will have the dog spayed or neutered before 3 years of age, but no earlier than 4 months. The dog is to be a family pet, or as a working dog to be used for tasks appropriate to its breed, including herding, search and rescue, therapy, exhibition, obedience, Frisbee, flyball, tracking, or agility competition. The buyer will provide the dog with Purina ProPlan puppy food or similar for the first 30 days and necessary veterinary care, including heartworm and parasite prevention, vaccinations, and deworming. The buyer agrees to provide the puppy with adequate, but not excessive exercise, before one year of age. Appropriate exercise may constitute no more than a one-mile walk on a leash, swimming, or allowing the puppy to play in a fenced area. Long hikes or runs with the owner, jumping off furniture, etc, is harmful to a puppy's back and joints which are not yet fully developed. Buyer

_____ (Buyer)

agrees to start command training, behavior training, or “clicker training” within 48 hours of pick up. The buyer also agrees to continue training during the first year of the dog’s life.

The buyer is not acting as an agent for another, including a business entity, in the purchase of this dog. Buyer will not sell, give, or transfer ownership, to a Pet Store, dog dealer, animal testing facility, research facility, nor any agent acting on behalf of these businesses or entities, nor in any other way cause the dog to be used as a guard or attack dog, to hunt or to fight other animals, or to be used in scientific research. The buyer will always comply with Florida Statutes and local ordinances relating to the care and ownership of the dog. The buyer or other adults living with the buyer will not purchase a second dog within the first 30 days of the final sale. The expectation is for the buyer to appropriately bond and build trust with the dog being purchased from the breeder. One-on-one time is mandatory in the first 30 days.

Florida Statute 828.29

It is the consumer’s right, under section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian’s knowledge, the animal was found to have been healthy at the time of the veterinary examination. If the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian’s determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

9. The behavior of the animal

By purchasing a puppy/dog, the buyer makes a long-term commitment to raise and care for the animal. Behavior training will be at the sole expense of the buyer. The seller is released from any responsibility for the dog’s behavior once the sale is final. Undesirable manners will be addressed by the buyer and/or professional trainer. The seller makes every best effort, to be honest, and forthcoming regarding the dog’s temperament, personality, and potential behavior problems. The buyer understands that a new environment or new animals can change the behaviors of the dog and bonding and building trust will become a priority between dog and buyer. The seller will NOT compensate or refund the buyer for behavior problems at any point in time.

10. Return of animal

If Buyer becomes either no longer able, or unwilling, to comply with the terms of this agreement, then the dog may be returned to the Seller at the Buyer’s sole expense. There will be NO money returned to the Buyer under any circumstances. If the seller resells the animal, the buyer will receive zero dollars from the resale. All rights and ownership of the dog are reverted to the seller upon exchange. The buyer has the right to rehome the animal. The purchaser agrees that they will NEVER surrender the dog to a shelter, nor abandon the purchased dog.

_____ (Buyer)

11. 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 Breeder regarding the puppy/dog at least once 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 as determined by the American Kennel Club or other registr(y)(ies) and (c) 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.

12. Remedy for Mistreatment

If the 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. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse, or neglect, (a) Breeder has the right to take full possession of the puppy/dog [and its duly signed AKC/ASDR transfer papers/registration] and (b) 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.

13. 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.

14. Indemnity and "Hold harmless."

In the event of any action, or failure to act, by the buyer, which results in any damage, claim, lawsuit, injury, death, or other liability, Buyer agrees to defend, indemnify, and hold Seller harmless, and in addition to paying any expenses, including reasonable attorney fees, necessary in defense of any claim of liability or damage after the purchase of the dog.

15. Limitation of action

Any action brought by Buyer against Seller for breach of this agreement or loss due to negligence must be brought within one (1) year of the date of such claim or loss occurs.

16. Choice of venue

Any disputes regarding the terms of this contract must be addressed in the Courts of Sarasota County, Florida.

17. Governing law

This agreement shall be governed by, and construed in accordance with the laws of the State of Florida

18. Attorney fees

If there is a dispute which requires legal action concerning this contract or any terms therein, then the prevailing party shall have the right of reimbursement for their legal fees.

_____ (Buyer)

19. Receivables

Buyer acknowledges the receipt of the Official Certificate of Veterinary Inspection, Veterinary Health Report, Vaccination, and Deworming history.

20. 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 concerning 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. If 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. If the seller stops breeding Australian Shepherds or Miniature American Shepherds at any time, this contract is null and void.

21. Entire Agreement

This agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless otherwise specifically stated in this agreement.

Buyer signature_____ Date: _____

Seller signature_____ Date: _____

Acknowledgment of receipt

I, Buyer, hereby acknowledge that I have received Dog into my possession and agree to the terms as set in this sales contract.

Buyer signature_____ Date: _____

_____ (Buyer)

Flight addendum (Optional):

When the shipper picks up your puppy/dog or the puppy/dog is accepted by an airline or flight nanny, this is the same as if you have taken personal possession. Once the puppy/dog leaves Gulf Coast Minis, we are in no way responsible for any occurrences in connection with the puppy/dog.

You as the buyer, understand and agree that any shipper whether secured by you or Gulf Coast Minis on your behalf, represents you in total responsibility for the puppy or dog once picked up by said shipping company or once accepted by any Airline Company.

Company: Nanny:

Flight information:

Buyer signature_____ Date: _____

_____ (Buyer)