



## Puppy Warranty and purchase Agreement

Seller: \_\_

Buyer:

agree to enter into this contract under the following binding agreement:

Puppy description: \_\_\_\_\_ Sex: \_\_\_\_\_

Whelped: \_\_\_\_\_ Sire \_\_\_\_\_ Dam \_\_\_\_\_

### Registration:

Seller and Buyer agree that the above described puppy is a purebred Toy/Miniature Australian Shepherd and is being sold with Limited / Full registration. Registration papers will be filled out after the sale is complete, and will be forwarded to the Buyer once received, if not available at time of sale. Seller will provide paperwork necessary for registration with the American Stock Dog Registry.

### Purchase Price:

Buyer agrees to the total payment of \$  in purchasing the puppy described above. Sellers will accept a \$300, nonrefundable deposit\* to hold puppy in Buyer's name until full payment is received. Order deposits are received determines order in which buyers choose; i.e. first deposit receives first choice. The puppy will not be delivered until full payment is received and puppy is at least 8 weeks of age. Payment may be made by cash, Zelle, Venmo, or by credit card via PayPal (if paying by PayPal, an additional 3% will be added to cover fees). \*Deposits received before a litter is born will be refundable if a specific color or sex is unavailable. Buyer can choose full refund or to have deposit applied to next available litter.

Amount Paid: \_\_\_\_\_ Balance Due: \_\_\_\_\_

### Shipping:

If a puppy must be shipped to Buyer, Buyer agrees to pay shipping costs, which include airfare, cost of a crate, and veterinary health certificate. Seller agrees to make all necessary shipping arrangements. Cost will be discussed prior to purchase. Flights will be determined by availability and in the best interest of the puppy (i.e., fewest stops, shortest travel time, etc.)

**Health Guarantee:**

Seller warrants that the puppy to be free of communicable diseases, in good health, and of stable temperament having been well socialized. Puppy will have received it's first set of vaccinations. Buyer has 72 hours to have the puppy/dog examined by a licensed veterinarian for general health from date of delivery: N/A (excluding weekends and/or holidays). Failure to do so will result in any and all warranties being canceled.

Seller accepts no liability for any communicable diseases after 72 hours from when the puppy/dog leaves the possession of the Seller. If puppy/dog does not pass a general health exam, Buyer agrees to notify breeder within 72 hours and provide a copy of the original signed licensed veterinary statement of health. Minor, treatable problems such as diarrhea, coccidiosis, parasites, etc. are common problems in puppies especially under stress of new circumstances, and will not be covered by this warranty although every effort is made to prevent this. Buyer acknowledges that Seller is not responsible for Buyer's veterinary expenses at any time or under any circumstance.

Seller also warrants this puppy free from "genetic defects", such as, deafness, serious eye defect, that would prevent the puppy from being a companion animal, until the puppy reaches one year of age. If this puppy is found to have a genetic defect of this kind, this must be verified by a licensed certified veterinarian. In case of a genetic eye deformity, written notification must come to the Seller from a Board Certified Veterinary Ophthalmologist.

If one of the above listed "genetic disorder" is found, Seller will then replace the puppy with one of the same sex and coat color from the first available litter (puppy to be determined by the Seller). The puppy/dog shall be returned to the Seller at the Buyer's expense. If Buyer wants to keep the puppy, it must be neutered or spayed at Buyer's expense and they will be able to purchase another puppy, of their choice, from the Sellers and will be given a price discount of an amount equal to 50% of the purchase price of the original puppy. Under no circumstances will money be refunded.

This contract will only be valid while the seller is breeding Australian Shepherds. Should the Seller discontinue breeding dogs, this contract shall be void. This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold to a third party, this contract shall be void.

**Puppy is currently being fed: Purina One Healthy puppy**

**Breeding/Breeding rights:**

Only those dogs sold with "Full registration" are to include breeding rights. If purchasing a puppy/dog with "Limited registration" buyer agrees to spay/neuter this puppy/dog on or before two years of age, unless stated with written proof to be unsafe for this animal by a licensed Veterinarian. Seller cannot guarantee size, quality, earset, eye color, or coat type. Estimations/descriptions are given at the best of seller's knowledge. Seller cannot guarantee the above mentioned dog's ability to breed. Buyer agrees not to offer stud service from males sold with breeding rights, unless discussed with seller prior to purchase. (Stud service is defined as offering to breed above stated puppy/dog to dog(s) not owned by buyer, ship semen for use on dog(s) not owned by buyer, or offer artificial insemination to dog(s) not owned by buyer). Should this dog be rehomed/sold with breeding rights, buyer agrees to explain the terms described under the "Breeding/Breeding rights" section of this contract.

**Purchase agreement:**

It is the Seller's sincere intention that none of their dogs are ever taken to a shelter. If at any point in the future, the Buyer cannot keep this puppy/dog, the Seller agrees to assist in finding this animal a new home. At any time, the Buyer can surrender the dog back to the Seller. Puppy is warranted only for the purpose of being a pet/companion animal. Although it could be capable/suitable of performing other functions, such as show or breeding quality, no warranty is being given that purpose. If used for breeding (and full registration is purchased), the Seller ask that the Buyers do so responsibly, and recommend that males must be at least one year of age before used for breeding and females at least one and a half years of age and had at least one prior heat cycle before being bred. \*See Breeding/Breeding rights section above.

Seller cannot guarantee adult size or conformation of the puppy/dog. Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy/dog. Buyer shall assume full responsibility for the health, temperament, and appearance of the puppy/dog upon when the puppy/dog leaves the premise of the Seller.

Also, the buyer must follow the regular vaccine, deworming, and heartworm schedule for the first year of the puppy's/dog's life. Failure to do so causes this contract to become null and void. Puppy/dog will be up to date on all vaccinations and dewormings when it leaves premise of Seller, and those records will be provided to Buyer. In case of litigation, the venue shall be Williamson County, Texas.

**Final note:** This contract is to prevent the seller/breeder from being faulted for negligence; including, but not limited to: lack of proper supervision, lack of care, and exposure to viruses, accidental injury. We always do our best to stand behind our puppies and support our puppy families to the best of our abilities.

Any photos sent to the seller/breeder or posted on social media may be used by the seller/breeder and posted on their page/website:  Yes  No