

PUPPY SALES CONTRACT

The Seller, Kristina Simmons, and the Buyer, _____, hereby agree as follows:

1. The Seller hereby sells to the Buyer a male/female Australian Shepherd puppy, born _____, by _____, out of _____, in accordance with the terms of this contract.

2. The above-mentioned puppy is being sold as a Pet/Companion Animal for the sum of \$_____. Buyer understands a deposit of \$100.00 must be paid to hold the puppy until it is ready for pick up at approximately 8 weeks of age and is NON-REFUNDABLE. Balance owed must be paid in CASH at the time of pick up unless full payment has been made prior to pick up. Should the Buyer fail to pick up puppy within 7 days of Seller notifying Buyer the puppy is ready to go home, puppy will be offered for sale again and Buyer will forfeit puppy and all payments made. Any agreements made between Buyer and Seller that contradict any part of this Contract must be made in writing and signed by the Seller to be considered valid.

3. The Seller guarantees that the puppy is free of major diseases, is in good physical and mental health on the date of delivery. Buyer assumes all risks for shipping the puppy and releases the Seller from any and all liability and damages that may occur in the process of shipping the puppy. A health record of all shots and wormings will be provided by the Seller. Any additional health certificates required for shipping will be paid by the Buyer. Seller will replace the puppy from the next available litter or give a full refund if this puppy dies from a contagious disease within 3 days of leaving the Seller. The Buyer agrees to take this puppy to a licensed veterinarian of his/her choice within 72 hours for a physical examination. If, as a result of the examination, the veterinarian determines that the puppy is not in good health then the Buyer shall elect to keep the puppy and assume all cost for its care, or return the puppy to the Seller for a replacement puppy or refund. If the buyer elects to return the puppy, Buyer shall, within 10 days after receiving the puppy, send to Seller by certified mail a written veterinarian's certificate stating that the puppy was in ill health when examined. Upon receipt by Seller of said certificate, Buyer shall be obligated to return the puppy to Seller. Upon receipt of the puppy, the Seller shall be obligated to refund all monies received from Buyer toward the purchase price of the puppy, and further performance under this contract shall be null and void.

4. Seller does not guarantee against stress related diarrhea caused by transfer of said puppy to new environment or diseases/medical conditions such as epilepsy, diabetes, allergies, uneven bites, umbilical hernias, parvo, distemper, giardia, parasites, etc. as they cannot be proven to be genetic in nature and can be caused by external or environmental factors. Seller is not responsible for accidental death or injury to puppy once it leaves. Seller agrees to provide verbal support for the life of the dog and agrees to take back dog, if at any time the Buyer can no longer keep puppy, no refund will be given.

5. Seller guarantees this puppy for 2 years from the time of purchase against hip and eye defects proven to be genetic in nature. Buyer must provide written certification from Orthopedic Foundation for Animals or certified Ophthalmologist with appropriate testing proving the defect is of genetic origin. Buyer agrees that if the puppy is allowed to participate in jumping events such as agility, flyball, or disc before the age of 6 months, the hip guarantee becomes null and void. The Buyer may return the dog and have a replacement puppy from next available litter. No money will be refunded. The Seller does not assume any additional liability possible genetic defects in the puppy and will under no circumstances be responsible for veterinary bills resulting from any such condition. No other guarantees are given.

6. The Buyer shall maintain the puppy in good condition, including adherence to a regular immunization schedule, heartworm preventative, good diet, and a clean and safe environment. Since the Seller cannot control the environment, training or additional socialization after time of sale, no provisions are made in regard to temperament; and it is the Buyers responsibility to further socialize and train said Puppy. Under no circumstances will this puppy or any of its offspring be sold, leased, traded, or given away to any pet shop, research laboratory, animal shelter, or similar facility.

7. It is understood at the time of sale that this puppy is being sold as a pet and is structurally and temperamentally suited as a companion and/or obedience dog. No warranty is given to the buyer for any special purpose or function of this dog. Breeding this puppy is prohibited without express written permission from the seller.

8. Buyer has read and understands the foregoing and agrees that all parts of this agreement are a binding agreement with the Seller.

Executed this _____ day of _____, 20____.

_____, Seller
Signature

_____, Buyer
Signature