



Puppy Sale Contract **Full Registration** **Australian Cattle Dog**

Congratulations on the purchase of your puppy! We wish you many years of joy with your new friend. The term “Breeder” in this agreement refers to Jessica Barton. The term “Buyer” refers to the buyer of the puppy.

Buyer understands the following: Failure to comply with the stipulations of this agreement results in a forfeiture of the rights of the buyer. Sales tax and shipping costs are never reimbursed and not counted in what this contract refers to as the cost/purchase price of the puppy. Buyer assumes any expenses incurred after the purchase of the puppy.

The breeder assumes no responsibility for this puppy after it leaves the premises, such as landlord’s disapproval, allergy to animal, disagreement of family, loss during shipment, or any other reason. The breeder is not responsible for any accidents or injuries occurring to the puppy after purchase. In the event of health issues, the breeder reserves the right to have the puppy examined by a veterinarian of his choice. In the event that the puppy is deceased, proof of genetic cause through an autopsy must be provided at the expense of the buyer to receive a refund. The cost and arrangement of transportation in the case of returning a puppy is the responsibility of the buyer. At no time may the expense to the breeder exceed the purchase price of the puppy.

If the buyer is unable to keep the above puppy/dog, the breeder must be notified immediately. At the Breeder’s discretion, the puppy/dog may be returned to the Breeder with the registration papers (no money will be reimbursed) or the Breeder will assist on finding a new home for the puppy/dog. The puppy/dog may not be sold, traded, given away, or given to any animal shelter or rescue organization without written consent from the Breeder. Buyer also agrees not to list the dog/puppy for sale, trade or give away on the internet or in the newspaper. If the dog/puppy is returned to the breeder for ANY reason, all fees and shipping expenses will be paid for by the Buyer.

This puppy has received its first round of vaccines but is not fully protected until their shot series has been completed. ***Please do not expose your puppy to other dogs that are not vaccinated until he/she has completed the entire vaccination schedule - around 16-20 weeks old. Please do not take your puppy to pet stores, parks or other public places until shots are complete.*** You will have a general health guarantee extending to (one month from date of purchase). You will have a genetic health guarantee extending to (two years from puppy's date of birth).

30-Day General Health Guarantee: The 30-day general health guarantee covers minor and correctable health issues. It does not cover internal or external parasites, removal of puppy teeth, spaying/neutering, surgical procedures, or conditions or complications as a result of procedures or medication given to the puppy. In accordance with the 30-day general health guarantee, the buyer agrees to the following; The Breeder guarantees this puppy to be of sound health and temperament at the time of the sale. The Breeder will provide a health record of all shots and worming. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 10 days. Failure to have the puppy examined by a vet within ten days of the puppy's delivered/picked up date or if the Buyer fails to provide required immunizations and medical treatment will void this health guarantee. If there are any health issues, the buyer needs to contact the breeder within two business days of the visit to the licensed veterinarian and provide documentation of the issue. If the veterinarian finds any minor and correctable health issues, the veterinary care will be paid by the breeder, provided that a letter or invoice from the examining veterinarian is offered as evidence of the puppy's health issue. The breeder will pay for veterinary care up to half the purchase price of the puppy. If the veterinary care exceeds half the purchase price of the puppy, the buyer will have the option to return the puppy for a full refund within the guaranteed period of thirty days.

If the veterinarian finds any severe health issues with the puppy, a refund will be given for the puppy, provided a letter from the examining veterinarian is offered as evidence of the puppy's illness and the puppy is returned within the guaranteed period of thirty days.

The Breeder guarantees the puppy against fatal viruses for 72 hours. These include Distemper, Parvo, and Corona. It does not include Coccidia, Giardia and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening. This guarantee is void if the Breeder has received any indication that the puppy was placed on the ground in a public place, or if the puppy was picked up in a rental vehicle. Parvovirus only takes 3-7 days to start showing symptoms after exposure.

2-Year Genetic Health Guarantee: The 2-year genetic health guarantee covers only serious genetic health problems. In accordance with the 2-year genetic health guarantee, the buyer agrees to the following; The buyer is to take the puppy to a licensed veterinarian for routine health care. Any health issues must be reported to the breeder within two business days of the visit to the licensed veterinarian, along with documentation of the issue. If the veterinarian finds any serious genetic health issues with the puppy, a refund will be given for the puppy, provided a letter from the examining veterinarian is offered as evidence of the puppy's illness and the puppy is returned to the breeder. The Breeder will offer a replacement puppy of comparable value, and no money will be refunded. This is subject to availability, breeder's first choice for breeding program then

the buyer after any existing deposits on their litter of choice (if any). Puppy must be returned for any refund or replacement.

Conditions not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. In the event of a life-threatening condition the affected puppy/dog must be returned with all veterinary documentation at the Buyer's expense. The Buyer understands that a replacement puppy will only be given if it's discovered to be a hereditary problem and not due to accident or illness.

If the puppy should die from a suspected congenital defect within 24 months of its birth date, an autopsy must be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the Breeder will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must be provided with the Breeder's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis. In the event there are no puppies available at that time, the buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. The Buyer understands that any and all guarantees expire two years from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. Buyer is responsible for the transportation cost of the replacement puppy.

Lifetime Genetic Disease Guarantee: This puppy is guaranteed to not carry two copies of known genetic diseases in the breed. For Australian Cattle Dogs, this covers Progressive Retinal Atrophy (PRA-prcd), Progressive Retinal Atrophy (PRA -rcd4), Myotonia Congenita (Australian Cattle Dog Type), Cystinuria (Australian Cattle Dog Type), Neuronal Ceroid Lipofuscinosis 5 (Herding Dog Type), Neuronal Ceroid Lipofuscinosis 12 and Primary Lens Luxation (PLL). In the event the buyer has the puppy tested and it comes back carrying two copies of any of these diseases, the Breeder will replace the puppy with a puppy of equal value or offer a full refund. The puppy found to carry two copies must be tested through two separate companies with the same results and must be DNA verified to be the correct dog that was tested. The buyer is responsible for all testing costs and any transportation costs if a replacement puppy is given.

AKC Full Registration Breeding Rights and Stipulations: The Buyer agrees not to breed the dog until the following conditions have been met. The Buyer is solely responsible for the cost of health screenings listed below:

1. Hip Screening performed through Orthopedic Foundation for Animals (OFA) performed at 2 years of age with Fair, Good or Excellent scoring; OR PennHip Evaluation performed at 1 year of age with a score .45 or under for either hip.
2. Elbow Screening performed through Orthopedic Foundation for Animals (OFA) performed at 2 years of age with a Normal scoring.
3. The Buyer agrees to only breed the dog to males or females that are at least 24 months of Age, that are purebred Australian Cattle Dogs registered with AKC or equivalent, and has received breed average hip scores through PennHip (performed at 1+ years) or passing OFA hip scores (performed at 2+ years) and elbow scores through OFA (performed at 2+)
4. The Buyer agrees to not sell any offspring of this dog to any puppy mills, pet stores, brokers or to surrender to any rescues or shelters.
5. The Buyer agrees to place all offspring of this dog in appropriate homes only and only

with a contract similar to the Breeders'. Offspring placed with breeding rights must be free of genetic faults such as umbilical hernias or kink tails, have full hearing verified through BAER and scissor bites. Buyer agrees to reach out to the Breeder for puppy evaluations on structure if they are unsure.

Dogs who are graded as Mild, either Hips OR Elbows, through OFA may still be allowed to be bred based on a case-by-case basis and can be discussed with us. Dogs graded as moderate to severe will not be considered for breeding, and neither will dogs graded as mild in both hips and elbows.

Additionally, Buyer agrees to being listed as secondary co-owner on the registration papers for this dog until the above-mentioned health testing is completed. This allows the Buyer to show the dog but not register litters before testing is completed. Once testing is completed, the Breeder will transfer sole ownership to the Buyer. The Breeder also offers rebates for the following:

- Suffix Titles through AKC (CGC, FDC, ATT, Etc) we offer \$50 rebate per title up to 5 titles (max \$250)
- Prefix Titles (CH, GCH, Etc) through AKC we offer a \$100 rebate per title up to GCH (max \$200)

Limitation of Guarantee: We do not guarantee fur color, eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, ear standing, potty-training ability, proper bite, coat quality, length, weight, hernias of any kind, physical flaws or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Breeder is not responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy.

Buyer understands that adult sizes are an estimate only, based on Breeder's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant against any condition caused by carelessness, negligence or abuse.

Buyer agrees that they acknowledge that the Breeder chooses an AKC Registered Name for each puppy and it is not to be altered in any way. In the event the Breeder is notified of a change in the registered name, there will be a \$500 fine, and the name must be changed back to the original name at the expense of the Buyer. If the registered name is not the one indicated on this contract, the contract is void. This includes altering to add the Buyer's Kennel name anywhere in the registered name – Unless the litter was co-bred with another Kennel, only the Breeder's Kennel name, Showest, is to be included in the registered name.

Your puppy is microchipped with a Fi Nano Microchip. To register your puppy's microchip, follow the directions on the card included in your folder. Puppy will remain registered in the breeder's name until transferred. It is free for Lifetime registration and will help your dog be returned to you in the event they are lost or stolen.

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

Breeder agrees to sell Buyer a puppy born: _____ RTG: _____

Microchip Number: _____ AKC Registration Number: _____

Litter Theme: _____ Registered Name: _____

Gender: _____ Coat Color: _____ Markings: _____

Sire: _____

Dam: _____

Buyer Name(s): _____

Address: _____

Phone: _____ E-Mail: _____

For the sum of: \$ _____ Agreed to on this date: _____

Breeder: _____

Buyer: _____