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ADOPTION CONTRACT AGREEMENT & GUARANTEE

Donna's Toy & Mini Aussies, the breeder/owner of the said Puppy (described below), hereafter "Breeder", do enter into an agreement for the purchase and sale of a Puppy with _____ Hereafter "Buyer", for the purpose of transferring ownership of the Puppy.

The Puppy aka _____ is a purebred Toy or Miniature Australian Shepherd, Female, sired by: _____ and is out of dame _____.

The Puppy is a ___ Blue Merle ___ Red Merle ___ Black Tri ___ Red Tri ___ Black Bi ___ Red Bi in color. ___ Male or ___ Female. The Puppy's date of birth is _____ (hereinafter referred to as "DOG" or "Puppy") in this agreement.

*******IMPORTANT NOTE*******

When you purchase a puppy from Donna's Toy & Mini Aussies, YOU are agreeing to this contract whether you sign it or not.

Timing, Pricing, Deposits and Refunds:

It has been mutually agreed by both the Breeder and the Buyer that the Puppy will be held until 8 eight weeks old unless other arrangements have been made in writing and shown below. In order to hold said Puppy a non-refundable deposit in the amount of \$_____ is required to hold the Puppy referenced above. This deposit signifies intent of the BUYER to follow through with the purchase of the Puppy. If Buyer changes his/her mind the deposit is forfeited and **NO REFUND WILL BE GIVEN.**

The price of the Puppy is \$_____, and in order for the Buyer to take possession of the Puppy, the outstanding balance of \$_____ must be paid in full. Both Buyer and Breeder agree that the payment of this outstanding balance must take place BEFORE Breeder transfers ownership of the Puppy to the Buyer.

If Buyer requests that the Breeder have the Puppy shipped or delivered to Buyer, the cost to ship/deliver the Puppy is an additional \$TBD, this includes additional fees that are necessary to ship the Puppy (ex: Flight, crate, Paypal fees, Vet Health Certificate Costs, and Mileage Buyer has to travel)

Registration papers are included as part of this agreement, and will be provided to the Buyer upon full payment of the Puppy.

If some tragic accident were to happen, and the Puppy should die before it leaves, Donna's Toy & Mini Aussies will offer a refund to the Buyer, unless Buyer wants the deposit to apply to another Puppy if one is available, or the deposit can be held for a future Puppy of the Buyer's choice.

Breeding & Show Rights:

From time to time Donna's Toy & Mini Aussies also grants breeding/show rights to Puppies it feels meet certain criteria. The specific Puppy contemplated in this agreement is being adopted with said FULL registration rights and has the potential to become a breeding/show quality animal if properly cared for. However, "potential" is just that: Donna's Toy & Mini Aussies can't guarantee your DOG/Puppy will become a show champion. We also make no guarantee on eye color, size, or working ability. While the Puppy contemplated by this Agreement may be capable of performing other functions, no warranty is given as to its fitness for any special purpose. Breeder is not responsible for any instances that the dog is unable to breed. We will guarantee males to have both testicles descended

Health Guarantees:

Donna's Toy & Mini Aussies does guarantee that the Puppy to the best of their knowledge is free of any congenital birth defects and to be sound and in good health at the time of pick-up or delivery. Buyer is aware that a licensed veterinarian must administer the continued scheduled series of vaccinations ON TIME, in order to protect the Puppy from said diseases. All puppies are wormed regularly and should continue to be wormed according to your veterinarian's recommendation. Health guarantee does not cover the finding of any parasite, internal or external as this is a treatable condition. There are several parasites and protozoans that prey on a young puppy's immature immune system and that can occur even under the best worming protocols and conditions. I take our puppies health very serious. Their vaccinations, worming and overall health are of the utmost importance and we have exercised diligence in the routine care of our Puppies. We also guarantee this puppy to be free of Genetic Defects on clear genetic testing from parents until the puppy reaches One year of age. If this puppy is found to have a genetic defect, you must notify us immediately and provide us with a written veterinarian's statement that includes the complete diagnosis of the puppy's condition within 48 hours of diagnosis. We reserve the right to have the diagnosis verified by another veterinarian of our choice and/or require you to have specific tests run on the puppy to verify the diagnosis. If necessary, puppy will be replaced with another puppy of same coat color, gender, eye color, and value from the first compatible available litter. (No money will be refunded) If no exact puppy is available and buyer wishes to get another puppy that is available, then buyer must pay the difference in value. This guarantee excludes DM and MDR1. Buyer is responsible for the shipping cost of the replacement puppy. We are not responsible for any vet bills. Breeder also guarantees said Puppy to be free of hip dysplasia as evidence on radiographic findings at or before ONE year of age and before any breeding takes place, must be evaluated by the Orthopedic Foundation for Animals (OFA). If this rating is below "fair", and Buyer wants puppy replaced, Seller will do so with an equal or better quality, selected by the breeder, when breeder has next available litter of puppies. Before any puppy will be replaced, Buyer must submit proof of spay/neuter to Seller. This does not include hip deformations or abnormalities caused by injury, neglect, or other environmental conditions. Breeder makes no guarantee regarding the loss of Puppy because of accidental death, theft, sickness, etc. or any loss beyond Breeder's control, except as stated above.

Examination by a competent and licensed veterinarian:

By signing this contract Buyer agrees to have this Puppy examined by a competent and licensed veterinarian of the Buyers' choice within 72 hours of receipt of the Puppy to assure them that they have purchased a healthy Puppy. This will be done at the buyers' expense. Under no circumstances will Donna's Toy & Mini Aussies be responsible for any veterinarian bills acquired by the buyer for this Puppy. Minor, breed related, treatable or correctable conditions, or any condition that may go away or is a condition that the Puppy will outgrow and is not life threatening, are not covered under this guarantee/agreement. If the Puppy is determined to be in poor health, as evidenced by a veterinarian's written statement, the Buyer can elect to keep the Puppy, assuming all costs for its care, or may return the Puppy for a full refund (less the shipping costs) upon the Breeder's receipt of the veterinarian's statement regarding the Puppy's health. This provision will expire 72 hours after Buyer takes possession of the Puppy and is null and void if Puppy is not examined in that time. Buyer also agrees to notify breeder if any health or temperament problems develop in this Puppy during its life, whether it pertains to the guarantee or not. (ie. cancer, heart problems, etc.) Unless otherwise stated in this agreement or in the special terms of this agreement Breeder provides no other health guarantees for the Puppy, and shall not be responsible for health of the Puppy after the initial 72 hour period.

Lifelong Care of DOG:

Buyer also certifies, by signing this agreement, that Buyer understands that a Puppy is a lifetime commitment. To that end the Puppy will live with the Buyer, will have adequate exercise but not be over exercised, be given nutritious food and necessary health care by a licensed veterinarian, including all Puppy vaccinations, and thereafter, yearly vaccinations including rabies. Buyer also certifies, by signing this agreement that he/she is not acting as an agent in this purchase; that the Buyer will not resell this Puppy to a pet store, guard dog business or medical research facility. Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to person or property caused by the puppy/dog. Buyer shall assume full responsibility for the health, temperament, and appearance of the puppy/dog upon leaving the premises of the Seller.

Inability to keep DOG:

If at any time the adopter is unable to keep said DOG please contact Breeder. Breeder will be happy to help you place the DOG in a good loving and kind home. However, **NO refund of any money or replacement Puppy will be offered under these circumstances.** At no time should you take your Puppy to a shelter/pound. This sales contract is non-transferrable. Under no circumstances is said puppy to be purchased with the intent of resale purposes.

Registration and Naming of DOG:

The Adopter agrees that they are obligated and required to use Donna's as a prefix to the Puppy's Registered Name (Puppy Name; ie: Donna's Amazing Baby) and in some cases a second kennel name may be included. This puppy is a purebred Australian Shepherd of the size variety. If this puppy will be registered with AKC he/she will come pre-registered as an Australian Shepherd and can not be registered as a Miniature American Shepherd. Under no circumstances should any of Donna's dogs or any of its offspring be permitted to be registered as any other breed of dog.

Limitations, and Enforcement of this Agreement:

Although there are no plans at present to stop breeding Toy / Miniature Australian Shepherds, the above guarantees are valid only as long as Breeder is breeding said dogs. Should Breeder cease breeding said dogs, for any reason, this Adoption Contract will become null and void. In the event of a dispute, the Laws of the State of Texas shall control this Agreement, and Bowie County, Texas will have exclusive venue over any matter. In the event Buyer fails to abide by the terms of this agreement and enforcement becomes necessary it is agreed that Buyer will, in addition to amounts determined to be due hereunder and interest thereon at the highest legal rate, be liable to Breeder for attorney's fees, costs of court and all expenses attendant to enforcement of this agreement.

Entire Agreement:

This agreement constitutes the entire agreement reached between the parties; no agreement, promise or inducement has been made or entered into that is not set forth herein in writing. This agreement cannot be changed, altered or modified except by writing signed by all parties to this agreement.

Special Agreements/Arrangements:

_____.

Buyer's Signature

Printed Name

Date

Address

City, State, Zip

Email

Phone#

Breeder's Signature

Donna Rogers
Printed Name

Date