

## **Puppy Warranty and Purchase Agreement**

Sellers (Shooting Stars Ranch/Sadie Vandehey) and Buyer (into this contract under the following binding agreement:

) agree to enter

•	Puppy being sold is (description):
•	Date Whelped:
•	Sire:
•	Dam:

Sellers and Buyer agree that the above described puppy is a purebred Toy/Miniature Australian Shepherd. Sellers will provide paperwork necessary for registration with the American Stock Dog Registry, limited registration (without breeding rights). The Kennel name **Shooting Stars** must be the first words of the dog's registered name and registration with ASDR is required. Registration papers will be filled out after the sale is complete and will be forwarded to the Buyer when the association has returned them, if not available at time of sale.

Purchase Price: Buyer agrees to the total payment of \$\frac{\\$}{}\$ in purchasing the puppy described above. Sellers will accept a \$500, nonrefundable deposit to hold the puppy in Buyer's name until full payment is received. 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, check, Venmo, Zelle, or via PayPal (Friends and Family option only, an additional 3% will be added to cover fees if not). Seller agrees to pay for the puppy in full by 8 weeks of age. Seller agrees to hold the puppy until 10 weeks of age with no additional charge (puppy will be 10 weeks old on \_\_\_\_\_\_\_). However, if the puppy is not picked up by this age the Buyer agrees to pay \$125 per week (\$500 per month) to the Seller to cover the cost of expenses and care for the puppy. Transportation: if puppy must be transported to Buyer, Buyer agrees to pay all costs associated with transportation, which includes airfare, cost of a crate, veterinary health certificate, and any other travel expense. Puppy must be paid in full before leaving the Seller.

Health Guarantee: Seller warranties that the puppy to be in good health, and free of genetic and congenital defects that the parents and/or puppy are tested for. The puppy will be current on all deworming and vaccinations as suggested by the Seller's practicing veterinarian and records will be provided. The buyer has 3 business days to have the puppy/dog examined by a licensed veterinarian for general health from date of delivery. Failure to do so will result in any and all warranties being canceled. Under no circumstances will Seller accept any liability for communicable diseases. 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, giardia, parasites, etc. are common problems in puppies under stress of new circumstances and will not be covered by this warranty, although every effort is made to prevent this. If the dog/puppy becomes sick or injured while still in Seller's care, it may delay delivery of the puppy/dog to the Buyer as the Seller insists every animal purchased must be delivered in good health. Buyer acknowledges that Sellers are not responsible for Buyer's veterinary expenses at any time or under any circumstance.



Seller also warranties this puppy free from "genetic defects," such as hip dysplasia, 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 veterinarian and written notification must come to the Seller from a licensed veterinarian. In the case of a hereditary hip deformity, a copy of written notification must come to the Seller from Orthopedic Foundation for Animals (OFA). In case of a genetic eye deformity, written notification must come to the Seller from a Board Certified Veterinary Ophthalmologist.

If a "genetic disorder" is found, Sellers 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. Transportation of the replacement puppy is also at the Buyer's expense.

If Buyer wants to keep the puppy, it must be <u>neutered or spayed</u> at Buyer's expense and they will be able to purchase another puppy, of the same color and sex of the original puppy, from the Sellers and will be given a price discount of an amount equal to 50% of the purchase price of the original puppy.

Eye color, ear set, and adult size are not guaranteed. The Seller estimates adult size to the best of their ability based on experience, parent's size, previous puppies' sizes, and the puppy's growth pattern. Eye color is described to the best of the Seller's ability, but occasionally eye color can change and can be especially difficult to determine on red based puppies.

<u>Purchase agreement</u>: 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 warrantied 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. 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 Archer County, Texas.

Under no circumstances will money be refunded. This contract will only be valid while the seller is breeding Toy/Mini 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.



Buyer's Printed Name:				
Buyer's Signature:	Date	/	/	
Buyer's Full Address:				
Buyer's email Address:				
Buyer's Phone Number:				
Seller's Printed Name: Sadie Vandehey				
Seller's Signature:	Date:			
Seller's Address:				
Sellers email address: shootingstarstoyaussies@gmail.com F	Phone (469):	510-758	<u> 88</u>	