Garrett's Ridge Farm Sales Agreement & Guarantee

Date:					
This agreement is made between the Breeder and the Buyer:					
For the Purchase of the following Dog:					
Breed: Mini Australian Shepherd Sex: Color:					
Other Markings: DOB:					
Registration Type and Number:					
Usually pending in puppies, Buyer gets number when registering					
Litter Name and Puppy Number: Name:					
Sire:					
Reg #:					
Dam:					
Reg#:					
The Breeder is selling the above dog for the total price of \$ The Buyer is giving a deposit of \$ and has a final balance of due to Breeder upon release of the dog to the Buyer. The expected date of release is (unless agreed between buyer and seller. The Buyer understands the deposit is NON-REFUNDABLE because it is a commitment to buy the dog. Buyer will forfeit the deposit and ownership rights to the dog if Buyer does not make full payment within one week of the dog's expected release date. After that time, the Breeder may sell the dog to another party.					
Breeder Cannot Guarantee Ear Set, Height, or Eye Color					
This puppy is being sold withFull orLimitedRegistration					
Registration Name: Puppy must be registered with GR's at the beginning of his/her name.					
Ha dog of the same registration and breed and meets all otherrules for registration.					
Limited Registration : Offspring CANNOT be registered with The purpose of limited registration is to encourage spaying/neutering.					

Garrett's Ridge Farm c/o Jeni Garrett PO Box 81 White Plains, KY 42464

By signing this document I state that I have researched the breed <u>Mini Australian Shepherd</u> and I understand the challenges that come with owning a <u>Mini Aussie</u>. I state that if for any reason I am unable to properly care for this dog properly I will return him or her to the Breeder.

Breeder's Representations

- 1. **HEALTH GUARANTEE:** The Breeder takes pride in producing healthy dogs with wonderful temperaments for loving homes. The Breeder guarantees the dog's health for 3 days after delivery of the dog to Buyer in the case of communicable diseases. The Breeder further guarantees for a period of 1 year this dog to be free of any inherited disease that prevents long life, good health, and full function as a pet. If such an inherited defect should occur, and be diagnosed in writing by a qualified Veterinary specialist, the Breeder shall replace the dog with a puppy of similar quality upon the return of the dog, or give a refund of the purchase price to the Buyer (Breeder's Discretion). The Breeder is not responsible for any veterinary costs incurred by the Buyer.
- 2. **BREED GUARANTEE:** Breeder guarantees this is a purebred dog, offspring of the purebred Sire and the purebred Dam at the top of this agreement.
- 3. **BREEDER'S LIFETIME COMMITMENT:** The Breeder will take the dog back at any time during the lifetime of the dog. With this commitment, the Buyer should never consider euthanizing the dog or taking it to an Animal Shelter. The Breeder will not issue a refund or provide the Buyer with another puppy unless the dog's return falls under the conditions of the Breeder's Health Guarantee.
- 4. **RELEASE OF PAPERS:** If the dog has Limited Registration Status the Breeder will release and send the papers to the Buyer within 10 business days of receiving proof of spaying/neutering of the dog.
- 5. **FITNESS OF PURPOSE:** This dog is bred as a companion animal. Although the dog may be capable of excellence in obedience trials as well as the show ring and/or breeding, no warranty is provided by the Breeder as to its fitness for any specific purpose.

Buyer's Representations:

- 1. **SPAY/NEUTERING:** Unless the Breeder has given the dog Full Registration, the Buyer will engage a licensed veterinarian to neuter the dog by the age of 9 months. To receive the dog's registration papers, the Buyer should send proof of neutering to the Breeder at the address shown at the bottom of the sales agreement.
- 2. **BUYER'S COMPANION:** The Buyer agrees that the dog will live with the Buyer as his or her companion. The buyer also agrees that he or she is not an agent for another person or business in this purchase.
- 3. **GENERAL WELL BEING:** To prevent unfortunate accidents and for the dog's general well-being, the Buyer will maintain the dog in an adequate enclosed area and will not allow the dog to roam at will. The Buyer **WILL NOT** chain or tether the dog in the yard since this leads to anti-social behavior

in the dog. Also, the Buyer will provide nutritious food and necessary health care by a licensed veterinarian, including appropriate worming including for heartworm and vaccinations including for rabies.

- 4. VETERINARIAN HEALTH CHECK: The Buyer agrees to have a licensed veterinarian check the health of the dog within 3 business days after delivery of the dog. This is to ensure the Buyer's confidence in the health of the dog and to establish a veterinarian relationship. If there is a problem with the dog's health, please see the Breeder's Health Guarantee.
- 5. **PAYMENT:** Payment is due in full at the time the Breeder releases the dog to the Buyer. Payment must be in the form of GoodDog, cash, cashier's check, money order, cashapp or zelle. If the Buyer writes a personal check for payment, the Breeder will not release the dog until the check has cleared the Breeder's bank.
- 6. TRANSFER OF OWNERSHIP: The Buyer will not sell, give or release this dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or any agent of these. If the Buyer wishes to transfer the dog to another breeder, the buyer must receive the Breeder's permission in writing. The Buyer must require any new owner to follow the terms of this agreement.
- 7. **INDEMITY:** Buyer agrees that if his or her actions or failure to act result in any claim, suit, loss, damage, injury, death, or liability, the Buyer will defend, indemnify and hold Breeder harmless and will pay all the Breeder's cost and expenses including reasonable attorney fees, any amount paid in settlement and any award or judgement.
- 8. **RELEASE of CLAIMS:** The Buyer releases the Breeder from any and all liabilities or damages caused by this dog after placement. These damages include, but are not limited to, destruction of property and or physical damage to any person.
- 9. **LIMITATION OF ACTIONS:** Any action or claim brought by the Buyer against the Breeder for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
- 10. **JURISDICTION:** The Buyer agrees that he or she understands this contract fully and that this contract is in the jurisdiction of the State of Kentucky, in the County of Hopkins, in which the Breeder resides.
- 11. **IMMUNITY SUPPORT SUPPLEMENT:** The Buyer agrees that he or she will provide the puppy with a daily supplement of Nuvet Plus Wafers, this is an immunity support supplement that is required for our health guarantee to be effective. If you choose not to keep your puppy on the supplement for the life of the guarantee, then the guarantee is null and voided. You can order Nuvet by phone at 1-800-474-7044 USE Code: 236734 or online www.nuvet.com/236734

Garrett's Ridge Farm c/o Jeni Garrett PO Box 81 White Plains, KY 42464

www.garretts.online fb.me/GarrettsRidge 270-871-4566 jeni.garrett@yahoo.com

Entire Agreement

This contact represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises, or representations, verbal or implied, unless specifically stated in this written agreement.

The Breeder and the Buyer each receive one copy of this agreement signed by both.

BUYER:		Date:	
BREEDER:	Jeni Garrett	Date:	

The Buyer to sign below the Breeder's Copy of this contract upon receipt of the puppy from the Breeder.

I acknowledge that I have received the puppy into my possession.

BUYER:_____ Date:_____

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Contact Information for the Breeder and the Buyer

Breeder:

Kennel Name: Garrett's Ridge Farm

Breeder's Name: Jeni Garrett

Phone: 270-871-4566

Address: <u>5427 Greenville Rd</u>

City: <u>White Plains</u> State: <u>KY</u> Zip: <u>42464</u>

Email: jeni.garrett@yahoo.com

Website: <u>www.garretts.online</u>

Facebook: fb.me/GarrettsRidge

Buyer:

Buyer's Name:		
Phone:		
Cell Phone:		
Address:		
City:	State:	Zip:
Email:		

We would love for you to keep us updated on you and your new puppy!