*Circle D Farms*

**Mini Australian Shepherds**

PO BOX 1222, Malvern, AR 72104

501-304-3369

*CircleDAussies@gmail.com* [*www.CircleDMiniAussies.com*](http://www.CircleDMiniAussies.com)

**Full Contract**

**Date:\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_\_**

**Puppy Name/Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Puppy New Name:\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Puppy Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Puppy Price:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Spay/Neuter or Breeding Rights**

**Deposit Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Received:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Balance Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Paid:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cash/Paypal**

The buyer agrees and binds him/herself to take good and reasonable care of said puppy/dog. Which includes but not limited to:

* feed and house properly
* not to let him/her run and /or unattended at any time
* give or secure the best of attentions to the physical welfare of the said puppy/dog at the buyer’s expense

**Buyer agrees to the following terms:**

1. The puppy/dog shall be free of disqualifying faults at the time of the sale.
2. Buyer agrees to place puppies out of said puppy/dog on a spay/neuter contract unless going to a quality show/breeding home, in which case, they are to be placed on contract similar to this one.
3. ASDR registration papers marked with full breeding rights **(if purchased**) will be given to the buyer within 60 days if not accompanying puppy at pickup.
4. The Buyers agree not to use this animal for breeding and agree to have it spayed/neutered at the age recommended by their veterinarian (usually 6 months to 1 year of age). This dog will be on limited ASDR registration. Limited Registration papers will be sent to the owner when written proof is provided that the dog has been spayed/neutered by a licensed vet.
5. Seller makes no guarantees about the puppy’s mature weight, height, size, eye color, or other traits.
6. The Seller guarantees that the puppy/dog is in good health and should be reasonably fit for breeding. However, the Seller makes no guarantees that the said puppy/dog will mature into an easy stud dog or competent mother, especially if bred early.
7. In the event the Buyer, at any time in the future, is unable to care for the puppy/dog for any reason, or longer wants the dog. He/she agrees to immediately contact the seller. The sell has the first option to accept the return of the puppy/dog at 50% of the purchase price listed on this contract or act as agent to place the puppy/dog in another good home.

**Payment terms:**

1. Payment in full must be made prior to Buyer taking ownership of the dog. All puppies must be paid in full by 6 weeks of age. The cost of shipping (if applicable is due by 7 weeks of age). Circle D will ship a dog if weather permits. We will NOT ship in extreme heat/cold temperatures.
2. Deposits can be made by Paypal only. We require that the Buyer uses the Paypal feature “Friends and Family” or pays the 4% fee.
3. We do NOT accept checks for any reason.
4. **We require a $500 deposit to reserve a puppy. All Deposits are NON REFUNDABLE!**

**Shipping/Purchase Terms:**

1. Payment in full, including shipping costs, must be paid for in full and CLEARED at least two weeks before the puppy will be shipped or hand delivered. Puppies ship at 8 weeks of age. Therefore, the purchase price of the puppy and shipping must be paid when the puppy is 6 weeks old.
2. The Seller guarantees this puppy/dog to be of sound health and temperament at the time of this sale. A health record of all shots and/or worming will be provided by the Seller.  The Buyer agrees to take this dog to a **licensed veterinarian** of their choice within 48 hours for a physical examination.  Should puppy/dog be determined to be unhealthy, the cause of which the Seller is clearly to blame, the dog may, upon a signed written diagnosis from said licensed veterinarian, be returned for refund of the purchase price. The Seller assumes absolutely no responsibility for fees associated with caring/shipping for the puppy/dog. One year guarantee against life threatening genetic disorders.
3. By submitting your deposit you are agreeing to these terms and the terms of the Health Guarantee.

**Health Guarantee:**

Please see attached Health Guarantee. **\*\*For the Health Guarantee to activate, Buyer MUST take their new puppy/dog to a licensed veterinarian within 24 hours of receiving the puppy. \*\***

This agreement is to be construed under the laws of the state of Arkansas, county of Hot Spring. Any action or proceeding brought by any party concerning a dispute arising hereunder shall be brought to court of competent jurisdiction located in the stat the Seller is currently a resident in.

Each party hereby acknowledges that she/he had an opportunity to review this agreement, including the opportunity to consult with an attorney is they chose to and they have chosen that this agreement is entered into knowingly, voluntarily, and an understanding of the terms hereof. No party has relied on any representation other that the terms of this agreement.

The Buyer(s) and Circle D Mini Aussies, Seller, have read and understand this agreement and agree to all parts and portions thereof and consider it as a binding agreement between themselves.

Seller:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_