Puppy Warranty and Purchase Agreement

Seller <u>(Niki McGrew)</u> and Buyer(<u>)</u> agree to enter into this contract under the following binding agreement:			
Puppy being sold is	s (description)		Sex	Male	Female
Whelped:	Sire	Dam			

Seller and Buyer agree that the above described puppy is a purebred **Toy**/Miniature Australian Shepherd and is being sold as pet/companion quality. Registered ASDR name must begin with **Kickapoo Creek.**

<u>Purchase Price:</u> Buyer agrees to the total payment of \$______in purchasing the puppy described above. Sellers will accept a \$200 nonrefundable* deposit to hold 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, money order, Venmo or by credit card via PayPal (if paying by PayPal, an additional 3.5% will be added to cover fees). If Buyer has not paid for and/or picked up their puppy by 10 weeks then deposit will be forfeited. If puppy has been paid for but not picked up by 8 weeks, Seller will charge \$10 per day boarding fee.

*Order deposits are received determines order of buyer's choice, first deposit receives first choice, etc..

<u>Shipping:</u> Seller will ship via flight nanny only at Buyers expense, estimated cost \$450-\$550 depending on mileage. Cargo flights are no longer an option. Seller will personally ground ship when possible but will not accept transport via outside ground shippers. Convenience fee of \$50 will apply and rate is \$.20 per mile.

<u>Health Guarantee</u>: Seller warranties that the puppy to be free of communicable diseases, in good health, and of stable temperament having been well socialized. Puppy will have received its first set of vaccinations and been de-wormed at least 3 times. Buyer has 72 hours to have the puppy/dog examined by a licensed veterinarian for general health from date of delivery (excluding weekends and/or holidays). Failure to do so will result in any and all warranties being canceled. Seller accepts no liability for any communicable diseases after 72 hours from when the puppy/dog leaves the possession of the Seller. If Seller cannot for some reason secure a vet appointment within this time frame, they need to notify Seller immediately. 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, parasites, etc. are common problems in puppies especially under stress of new circumstances, and will not be covered by this warranty although every effort is made to prevent this. Buyer acknowledges that Seller is 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, 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 certified veterinarian. In case of a genetic eye deformity, written notification must come to the Seller from a Board Certified Veterinary Ophthalmologist. If one of the above listed "genetic disorder" is found, Seller 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 along with registration papers, current vaccination records and negative heartworm test. If Buyer wants to keep the puppy, it must be neutered or spayed at Buyer's expense and they will be able to purchase another puppy, of their choice, from the Sellers and will be given a price discount of an amount equal to 50% of the purchase price of the original puppy. Under no circumstances will money be refunded.

This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold to a third party, this contract is void.

<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 is unable or unwilling to keep the puppy or provide an adequate home, the puppy will be offered to the Seller first. Buyer may return puppy/dog, at their expense along with registration papers and vet records, to Buyer and no refund will be given. Seller will assist in re-homing and finding the best possible environment for the puppy/dog.

Puppy is warranted 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. If used for breeding, the Seller ask that the Buyers do so responsibly, and recommend that males must be at least one year of age before used for breeding and females at least 18 months of age and had at least two prior heat cycles before being bred.

Seller cannot guarantee adult size or conformation of the puppy/dog. Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy/dog, whether this form is signed or not. 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, de-worming, 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 de-wormings when it leaves premise of Seller, and those records will be provided to Buyer.

Buyer's Printed Name				
Buyer's Signature	Date			
Buyer's Full Address				
Buyer's email address	Phone			
Sellers Printed Name: Niki McGrew				
Sellers Signature	Date			
Sellers Address: <u>957 N 1075 East Rd McLean, IL 61754</u>				
Sellers email address: kickapoocreekaussies@gmail.com				
Phone number: <u>309.531.5007</u>				
