RANCHO CALI AUSSIES CANINE CONTRACT/HEALTH GUARANTEE

I, <u>Citlali Gonzalez</u>, the breeder/seller, do here by agree to the sale of one (1) canine of the following description:

Breed:	Litter:	Sex:	-
Date of Birth:	Color:		
Pattern:	Type of Registration:		
Name:			
Total cost of above canine: \$			
Non-Refundable deposit: \$]	Date paid:	_
(this contract must accompany	the deposit)		
Remaining balance: \$, is to be	paid in full prior to the buy	yer
receiving the canine.		-	

I, the buyer do hereby agree to buy the above mentioned canine, and agree to the following terms and conditions:

The canine listed above appears to be in good health at the time of sale, and embodies the characteristics of the breed named above. This canine is purebred with purebred parents. The breeder/seller believes this above described canine to be in good health at the time of delivery.

The buyer is to have this canine examined by a veterinarian of their choice within 72 business hours from time of delivery or pickup. Failure to do so will void this contract and it's guarantees. If within those 72 hours the canine is found to have a life-threatening defect, the buyer may return the canine for a replacement canine (with equal or lesser value; with same coat, color or gender) as soon as one becomes available. If the canine is found to have a fatal or severe life-altering genetic defect by the age of 1 year that is diagnosed by the buyer's licensed veterinarian, the buyer has 2 business days to notify the breeder/seller of their veterinarian's findings in writing, and the canine will be returned to the breeder/seller within a reasonable time frame after the exam (as determined by the breeder/seller). This problem must be recognized by a licensed veterinarian and a written copy of the tests/procedures performed and the diagnosis must be sent to the breeder/seller within 10 days of the diagnosis of the condition. Buyer will be responsible for any and all veterinarian costs associated with canine. No refunds will be given to the buyer for veterinarian costs. When the buyer has decided to return a canine (with fatal or life altering defect) and breeder/seller has been notified, the canine must be returned to

breeder/seller within 2 weeks of written notification to the breeder/seller. If the buyer decides to keep a canine in the event of a defect being found (and does not make arrangements to return the canine within 2 weeks of notification of defect), the breeder/seller no longer has any obligation to replace the canine at any later date. If the canine is returned due to life-threatening defects, and if the breeder/seller veterinarian agrees to the diagnosis of the condition after conferring with the buyer's veterinarian, then a replacement canine will be issued as soon as one becomes available.

In the event of the canine's death by the age of 1 year and the buyer would like a replacement canine, a necropsy must be performed to determine the cause of death and the buyer will be responsible for these charges; breeder/seller is in no way responsible for payment of this exam, or any other medical or veterinarian charges. The buyer understands that the purchase price will be put towards another canine of equal or lesser value when one becomes available. Under NO CONDITION will the breeder/seller replace this canine where the breeder/seller was not advised of its being ill beforehand or "put to sleep" without the breeder/sellers permission.

All appropriate shots for the canine's age have been given and a record of this vaccination history is supplied at the time of delivery/pickup. The buyer agrees to maintain the canine's health in good condition, and to provide annual examinations, vaccinations, heartworm medication, and any other usual procedures necessary to assure good health. The breeder/seller has done everything possible to produce healthy sound canines both by breeding only canines free of hip, elbow, and spinal disc dysplasia, and by raising the canines in the best way possible in regards to diet, exercise, socialization and veterinary care. The buyer agrees to provide a suitable and safe area for this canine. The breeder/seller's guarantee does NOT cover any liability or illness caused by stress induced hypoglycemia, canine influenza, pneumonia, parasites internal or external, ringworm, coccidiosis, giardia, hepatitis, other diseases/illnesses/viruses, or mites after leaving our care. There are all types of parasites that lie dormant and that can be brought on by stress or change of environment due to allergies etc., and there is no way to predict how a canine will cope with the change. This is why the buyer agrees to not change the canine's dog food for at least 1 week after delivery/pickup as to not stress the canine more than necessary. Also, there is no guarantee against any diseases contracted after leaving the breeder/seller's premises. We do the best to provide a clean, healthy, and safe environment to ensure that the buyer is getting a healthy canine.

Buyer's initials to agree to terms above: _____

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The buyer assumes the responsibility to carry on with the appropriate vaccinations, exercise, and feeding schedule recommended by the buyer's veterinarian.

The buyer accepts to keep up with the canine's grooming and exercising needs. The buyer acknowledges that special coat care, proper puppy socializing, conditioning, training, exercising, and feeding, are necessary to produce an exceptional pet.

The breeder/seller promises to be a lifelong assistant with the buyer's canine in regards to being available for advice if needed. The breeder/seller deeply cares for all animals that go on to new homes and requests the buyer to call, text or email if needed. Also, the breeder/seller has first right of the canine if the buyer at any time no longer is able or no longer wants the canine in question. The canine CANNOT be transferred or sold by buyer and MUST be returned to breeder/seller. In that case, the breeder/seller will try to find the canine a new home. Buyer is entitled to full refund, minus the deposit, up to 2 weeks after the canine is sold and if canine in question is sold at 8 weeks of age. After the 2 weeks have passed or if canine in question is sold older than 8 weeks old, buyer will only get the amount for what the canine has been rehomed for.

Buyer's initials to agree to terms above: _____

The canine cannot be bred by the buyer on limited registration. Canines on limited registration must be spayed/neutered by their first birthday. Proof of spay/neuter must be sent to me via email or mail no later than 2 weeks after the procedure. If the buyer wants to breed the canine, the buyer must first let the breeder/seller know ahead of time to discuss full registration/breeding rights. Only select and screened people are allowed full registration, and at an additional cost. If the breeder/seller has agreed to give full registration of the canine, the buyer agrees to do all necessary health tests and OFA or Penn hip testing, and wait until female and male are age appropriate before breeding. The buyer agrees to not over breed female and has her health and safety as a priority.

Buyer's initials to agree to terms above: _____

The breeder/seller can offer no further guarantees once the care of the canine is no longer under their control. Breeder/seller only guarantees a pet quality canine and in no way implies or guarantees the ability to breed or show the canine. Therefore, the breeder/seller does NOT make any guarantees as to the adult size, weight, coat, color, skin condition, temperament, or train-ability of the canine. The breeder/seller neither makes nor implies any warranties or guarantees, expressed or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the breeder/seller and buyer with legal respect of to this sale. If there are any disagreements or discrepancies, they must be handled in the state of California and the county of Santa Cruz, at the buyer's expense in regards to all legal fees.

Buyer's initials to agree to terms above: _____

The buyer's signature below indicates that he/she has read, agrees, and understands all the conditions of this contract and agrees with the sales agreement.

Buyer's Signature	Breeder/Seller's Signature
Printed Name:	
Address:	
City, State & Zip Code:	
Phone Number:	
Email:	
Date of Agreement:	
Date of pickup/delivery:	