

LAKESIDE TOY AUSTRALIAN SHEPHERDS

Toy Aussies

Ariel Vandike- 308/340/8675

71149 RD 360

Trenton, NEBRASKA 69044



This AGREEMENT of our CONTRACT/HEALTH GUARENTEE is made as or by and between the undersigned Partners. I hereby acknowledge that the total reservation fee of \$300 for the Toy Aussie Puppy is **non – refundable** for any means if the decision is made to cancel the purchase at any time prior to picking up the puppy. I also acknowledge that the total sale price for the puppy with ASDR Registration as described below, is **non – refundable** for any means, except as defined below, if the decision is made to cancel the purchase once the puppy has left with the new owner.

Each puppy is Microchipped by the breeder/ If agreed upon and needs to be registered by the new owner.

Your puppy's Microchip number is also included in this agreement.

Puppies were vet checked at _____ weeks old, and a physical exam was given. Puppies are checked for problems with heart, Patella, eyes, and ears. They are also checked for Cleft Pallet and issues with testicles (if male and fecal samples were ran). All puppies were found in good health with no visible problems unless noted below.

Seller/Breeder guarantees the puppy to be in good health to the best of their knowledge and free of genetic defects that make the puppy not suitable for the purpose of a "Family Pet" until the puppy is eighteen (18) months old. This contract is not valid if you fail to meet any of our terms and conditions. You must notify us immediately if your puppy becomes sick, has a loss of appetite, or shows any other signs of distress for a period of thirty days from the day of your purchase/go home date.

- We offer no guarantee as to the size of your new puppy. Although our dogs come of proven toys, crop outs are still possible. We offer no guarantee as to the eye color of the puppy. Although if the eye color appears to be blue, this color can change at a later age. We offer no guarantee on the texture or the length of the coat.

- Although there is no history of seizures in adult breeding dogs, please keep in mind this does happen in this breed and is not covered. If your puppy/dog does experience seizures, please inform the breeder so we can help figure out what's going on.
- The buyer understand that the following slight genetics defects are not considered serious or life- threatening and therefore are not covered: Cherry eye, Umbilical Hernia, Undescended Testicles, Under bite or Overbite, loose hips, & skin allergies.
- Internal or external parasites are also not covered, although we do our best so that they are free from parasites when leaving our home. Puppies are wormed every 2 (two) weeks starting when the puppy is two weeks old. You will need to continue a worming schedule, please discuss with your vet.
- We also do not guarantee against: Parvo, Corona, Coccidiosis, or giardia after 24 hours of purchase/go home date.
- Buyer is also aware that if death happens to the canine from car accident, or an accident, or natural disasters (acts of God) that seller is not responsible to replace canine.
- Buyer understands that the replacement option is only valid when health problems are attributes to a life-threatening hereditary problem and not due to accident or contagious and/or other illness.
- Puppy must NOT be euthanized without prior written approval from us, or this guarantee is void.
- Within 3 days (72 hours) after purchasing (go home day), the puppy should be examined by a veterinarian for any defects and a vaccination schedule should be set up.

Buyer understands that any and all guarantees expire when canine is eighteen (18) months of age. Our puppies & dogs have not been exposed to infectious diseases here. If your puppy is exposed to an infectious disease after it leaves here, this is not covered under the health guarantee. Our parents are free of diseases, disorders, and health problems, or we would not breed them. That means the puppies are less likely to develop problems. However, we can't guarantee that puppies will never develop a problem, just like a pediatrician cannot guarantee that a child will never develop any health problems in the future. If said puppy is found to have a life-threatening genetic defect, proof from a licensed veterinarian is to be sent to seller with copies of all findings and tests performed. The seller will not pay for any veterinarian costs for the puppy after it has been delivered to the buyer.

No partial refunds will be provided for ANY defects. If a canine does end up with a life-threatening condition, the buyer will be given the option to take a replacement puppy out of the next available litter, offer expires 1 (one) year from date of diagnosis. If your puppy is found to have any life threatening or genetic defects, you must notify us immediately and provide us with a written veterinarian's statement that includes the complete diagnosis of the puppy's condition within forty-eight (48) hours of diagnosis. We reserve the right to have the diagnosis verified by another veterinarian of our choice and/or require you to have specific tests run on the puppy to verify the diagnosis.

Note: Anytime puppy/adult comes back to the breeder, all paperwork needs to be returned (in satisfactory condition) to Ariel Vandike, the breeder in Trenton, Nebraska 69044, 71149 RD 360, unless we determine a refund is more appropriate. You are responsible for providing all transportation and transportation related costs of transporting the canine.

If buyer does not take a replacement puppy at the time given, then the contract is NULL AND VOID. If replacement puppy is of higher value, then the buyer will be responsible for the price difference. We cannot guarantee replacement puppy will be of same bloodlines. Shipping of the replacement puppy will be at the buyer's expense.

You understand that your puppy will only be replaced if health problems are life threatening and are attributed solely to a hereditary problem and are not due to accident or injury. In case of death, you understand that you, must have a necropsy performed by a state laboratory, at your, the owner's expense to determine the cause of death. Your puppy will be replaced or refunded, only if the death was caused by a covered genetic problem. Kennel cough and other communicable diseases are not covered... Failure to follow veterinarians recommended medical advice and/or treatment will void this guarantee. We are not responsible for any veterinarian bills unless previously agreed to in writing by us. We do not guarantee the size, weight, color, hair length, texture, temperament and /or house-training abilities of your puppy.

Upon receiving the puppy, or at any time in the future, if the buyer cannot maintain a reasonable quality of life for the said puppy/dog or just cannot keep the puppy/dog, then buyer will return puppy to Ariel Vandike (Lakeside Australian Shepherds) with no questions asked and no monies due to either party, at the buyer's expense. In some cases, /unique situations the breeder will help find a suitable home for said puppy/dog. The puppy/dog must not be resold to any type of Puppy Mill Operation, dog auction, or pet store, nor any buyer where there is reason to believe that the puppy/dog will not be properly cared for. Breeder holds the right to take legal action against the buyer if any of the above is found. Seller also holds the right to take immediate possession of said puppy/dog if the previous stated conditions are not being met.

Destruction of any kind to any property or harm to any person is now buyers' responsibility and buyer does not hold the litter owners liable for any reason. Buyer promises to take care of their new friend to the best of their ability.

Microchip #: _____

DOB: _____

Color: _____

Gender: _____

Breed: _____

Sire: _____

Dam: _____

Buyer

Sign: _____

Date: _____

Surrender Agreement

This Contract is between the following people

Breeder's Name: _____

New owners Name: _____

- * Surrenderer understands they have no claim to this animal
- * Surrenderer will receive a refund on this animal (in unique situations breeder will buy back for ½ the cost)
- * Surrenderer will not get any profit should this dog be re – homed for a fee
- * The breeder has all rights to re- homing/sell this dog
- * Surrenderer is releasing all rights and medical records and all other paperwork on this dog
- * Surrenderer understands this dog is not being held/boarded for them
- * Surrenderer is responsible for transportation of dog back to the breeder
- * Surrenderer will not re – home/ sell dog/ surrender to shelter on their own without Breeder knowledge/ approval

* Surrenderer understands re – homing / selling / surrendering to a shelter will result in legal action

* Surrenderer has taken this puppy for a health certificate and parvo test before return

* Surrenderer has provided the health certificate and results of Parvo test to breeder

I Ariel Vandike, as a breeder will take this animal I produced back, to ensure they find a good forever home. That I can work on any issues should they have them. I owe you, the former owner **nothing** in return. I am not holding this dog for you; I am taking him/her back for safety of my production. You, as a buyer made the choice or had no choice (such as losing your home etc....) to surrender your animal.

Sign: _____

Date: _____

Breeding Rights

Circle one : YES NO (if no see below for spay/ neuter agreement)

Pet Spay/ Neuter

Said puppy is not being sold for breeding purposes and no refunds will be given for conditions that affect a puppy's ability to breed.

Permanent ownership of this dog is contingent upon your compliance with this Addendum. Proof of the spay/neuter must be given to Ariel Lakeside Australian Shepherds within (14) days after the surgery. In the event that the dog's health does not allow this agreement to be honored, the breeder must be provided with a statement from your veterinarian that this dog is not yet in physical condition for surgery.

This is the responsibility of the PURCHASER, not the veterinarian, to ensure that the breeder has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the contract, and entire contract will be void.

By buyers signature below, they agree to have this dog spayed/neutered by no sooner than 8 months of age D.O.B. / / AND NO
LATER THAN _____ OF _____, when the dog is 18

months old. Buyer also understands that this spay/neuter agreement is in agreement that this dog will NOT produce a litter of puppies either as purposely bred whether pure bred or mix breed or by accidental breeding. If said puppy/dog produces a litter I understand, and agree, I must pay a fine of BREEDER'S choice and return said canine to the breeder.

By signing below, I state that I have read, understand, and agree to all the terms and conditions of this contract.

Buyer's Name: _____ Phone Number: _____

Buyer's Address: _____

 X _____

Date:_____

