

## Vanir McNab Shepherds Contract & Bill of Sale

Name: \_\_\_\_\_

Home: \_\_\_\_\_

Work: \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Sale Price: \_\_\_\_\_

Registration Name for the Puppy: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Color: \_\_\_\_\_

Age: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### BUYER'S AGREEMENT (Please initial next to each line)

- I agree that the puppy is being bought for myself and will not be sold, adopted, or given to another party. \_\_\_\_\_
- I agree to have my puppy health checked at a vet of my choosing within the first three days of bringing my puppy home and provide Seller of report from the vet. \_\_\_\_\_
- I agree that this puppy is to be a companion animal, not a guard dog or breeding prospect. The dog will live inside my home, not solely outdoors. \_\_\_\_\_
- I agree to care for the puppy in a humane manner and be a responsible animal guardian. This includes supplying adequate food, water, shelter, attention, and medical care. \_\_\_\_\_
- I agree to follow Seller's vaccine protocol listed below. \_\_\_\_\_
- If the puppy is purchased as a pet, I agree that I will NOT spay/neuter the dog until AFTER their 2<sup>nd</sup> birthday, and that if I choose to leave them intact, they will not be used for breeding. \_\_\_\_\_
- I agree that, if at any point, I cannot keep the puppy, I will return him/her to Vanir McNab Shepherds at the cost to the Buyer. If puppy is rehomed, sold, given away or placed in any other living situation, it must be agreed upon, in writing, between Seller and Buyer prior to the puppy moving locations. If the puppy is placed without agreement or knowledge of Seller, there will be a \$5000.00 penalty imposed upon Buyer. \_\_\_\_\_
- I understand and agree that Vanir McNab Shepherds makes no guarantees about the puppy's temperament and is not responsible for future damages or injuries caused by the dog. \_\_\_\_\_
- I give Vanir McNab Shepherds permission to call, text, email or message me at any reasonable time to assure that the puppy is being properly treated and cared for, and will respond within a timely manner of one week. \_\_\_\_\_

- I agree to keep Vanir McNab Shepherds informed of my current home address and phone number.
- I agree to feed the puppy a high quality diet. \_\_\_\_\_
- I agree to complete puppy training at minimum to properly socialize my puppy. I acknowledge that purchasing a McNab Shepherd puppy will require me to train, socialize, and work daily with the puppy.
- I am aware that this puppy has a 2 year health guarantee. If any major health issues happen to the puppy against the guarantee of genetic conditions that have been tested for, then Vanir McNab Shepherds will provide a replacement puppy of equal value out of the next available litter agreeable to both parties. The return of original puppy to Vanir McNab Shepherds is not required. I understand that Vanir McNab Shepherds is not responsible for the payment of vet related bills once the puppy is placed in my home.
- I understand that even though Vanir McNab Shepherds does all the necessary health checks on their dogs, they cannot control whether or not this Puppy gets dysplasia or other genetic diseases. \_\_\_\_\_
- I agree that Vanir McNab Shepherds can use my images, photos, media that involve my puppy purchased from Vanir McNab Shepherds for their website, social media and marketing. \_\_\_\_\_

I agree that all statements I have made on this form are true. If it is found that any statements I have made on this form are not true, the puppy can be confiscated.

The Buyer asserts that they have adequate facilities to care for the Puppy including a fenced yard or other responsible plan to provide a safe environment for exercise, and agrees to provide reasonable care and concern for the Puppy, providing adequate food, socialization, shelter, and routine veterinary care. Failure to adequately provide for the Puppy's welfare, such as but not limited to failure to provide sufficient nutritious foods or to provide a reasonably safe and enriched environment, voids any and all guarantees for replacement.

This Puppy must NOT be spayed or neutered until after their 2<sup>nd</sup> birthday. Buyer further agrees to not use this Puppy to sire or whelp any litters (unless a breeding prospect puppy was purchased and all requirements have been met).

1. The Buyer agrees to have a licensed veterinarian spay or neuter this Puppy at their own expense after the Puppy's 2<sup>nd</sup> birthday. The Buyer is to provide written proof of sterilization to the Seller, from the veterinarian if the surgery is performed.
2. It is not required to spay/neuter your puppy, but buyer agrees to be responsible owner and NOT allow any breedings to occur.
3. The Buyer understands that failure to keep the Puppy from breeding will result in a penalty of \$1,800 if the Puppy is permitted to breed as a result of non-compliance with this agreement.
4. If there is a medical or behavioral reason that the puppy must be spayed/neutered prior to the puppy's 2<sup>nd</sup> birthday, it is required to inform Seller immediately and send veterinarian or professional dog trainer's recommendations prior to surgery, unless surgery is imminent.

Buyer agrees to vaccinate puppy according to Seller's vaccine protocol. Seller's vaccine protocol is: Puppy will receive their first set of Distemper + Parvovirus vaccine *at approximately 8 weeks of age*. Puppy will receive their second set of Distemper + Parvovirus vaccine 3 to 4 weeks later at 11 to 12 weeks of age. Puppy should receive a third set of Distemper + Parvovirus vaccine 3 to 4 weeks later at 14 to 15 weeks of age. Puppy will receive a 1 year rabies vaccine at 20 weeks of age or older. Puppy will receive Distemper + Parvovirus vaccine booster at the age of

1. 3-4 weeks *after* receiving Distemper + Parvovirus vaccine booster, Puppy will receive a Rabies vaccines booster, good for 3 years. Buyer can perform vaccine antibody titers for distemper and parvovirus every three years thereafter, or more often, if desired. Buyer will vaccinate for rabies virus according to the law, except where circumstances indicate that a written waiver needs to be obtained from the primary care veterinarian. In that case, a rabies antibody titer can also be performed to accompany the waiver request. If Buyer has a different vaccine schedule they would prefer to follow, it is to be discussed with Seller for approval.a

This Puppy is guaranteed against development of Hip Dysplasia, as determined by a board certified radiologist acceptable to the Seller, or by radiographic certification by an accredited agency such as PennHIP, OFA etc by the age of 2 years. The Buyer agrees not to engage in advanced training events with the Puppy that would place undue strain on the growth plates and joints until a minimum of 18 months is attained, or this Hip Dysplasia warranty is voided. Such training would include, but is not limited to, Disc, Agility, Schutzhund, Obedience of CDX level or higher, or any other training regimen which would require the Puppy to repeatedly jump any height above 12" prior to the age of 18 months. It is within the rights of Vanir McNab Shepherds to request a second opinion at the cost of the Buyer, to a veterinarian that is agreeable to both parties, if there is a question of dysplasia or other genetic condition.

This Puppy is further warranted against the development of genetic defects such as Collie Eye Anomaly, Degenerative Myelopathy, or heart defects for a term of three years. In the event that this Puppy must be replaced, the Buyer shall have the right to replacement with a puppy of equal value out of the next available litter agreeable to both parties. In such circumstance, the Buyer has the option to either return the original Puppy or neuter/spay it and provide proof of neuter/spay to the Seller before the replacement will occur. Said replacement is the sole remedy of the Buyer; and all necessary transportation costs to affect this replacement are the responsibility of the Buyer.

The Seller asserts that the Buyer has been apprised of the importance of health testing any Puppy intended for breeding purposes. The Buyer agrees never to use the Puppy for breeding unless it has been certified free of Hip Dysplasia. If the Puppy should fail its health clearances and the Buyer should opt to use the Puppy for breeding anyway, Buyer understands that they immediately forfeit the right to any replacement.

In the event of circumstances which would force the Buyer to give up the dog, the Buyer agrees never to surrender the puppy to any animal shelter or rescue organization, instead **Buyer must return the Puppy to the Seller**, who will then arrange for suitable rehoming as possible. The cost of returning the puppy is the sole responsibility of the Buyer.

**Reservation fees are non-refundable.** If Buyer placed a reservation fee on a puppy before it was born, and once the puppies were born the Buyer's desired sex was not available, Seller will hold deposit until next available litter. If Buyer placed a reservation fee on a puppy before they were born, and Buyer's desired markings, temperament, etc was not available in the litter, Seller will hold deposit until next available litter. If Buyer's puppy passes away before the final sale and pick-up of puppy (was the runt of the litter, couldn't get enough milk, fading puppy syndrome, etc), Seller will hold deposit until next available litter. Seller will take every precaution necessary to ensure the puppy is healthy, well cared for, gaining weight, and eating well prior to the final sale and pick-up of the puppy.

**Purchase price of puppy is non-refundable.** If Buyer chooses to return the puppy at any age, regardless of reason, the purchase price of the puppy is non-refundable.

**BREACH OF AGREEMENT:** Buyer shall be deemed in breach of this agreement for any of the following actions: (If this contract is breached by the Buyer, then Seller has the right to repossess this McNab Shepherd)

- Buyer allows this McNab Shepherd to be bred either to another McNab Shepherd, a cross breed, or a Purebred dog of another breed.
- Buyer fails to properly care for this McNab Shepherd, or fails to follow any recommendations made by Seller regarding the proper care of this McNab Shepherd.
- This McNab Shepherd has been neglected or abused in any way.
- This McNab Shepherd expires in the care of the Buyer due to neglect or abuse.
- There is any conflict between Buyer and Seller in regards to any part of this contract/agreement.
- If Buyer fails to perform any duties specified in this contract/agreement.

This agreement is binding only between the listed parties, and no part of this agreement is transferable to any other party. All parties undersigned agree to be bound by the terms of this Agreement.

\_\_\_\_\_  
Signature      Date: \_\_\_\_\_ Buyer's

\_\_\_\_\_  
Please PRINT Buyer's Name  
\_\_\_\_\_  
of Vanir McNab Shepherds' Signature:

Date: \_\_\_\_\_ Owner