**PUPPY SALE CONTRACT**

**Rocky Mountain Mini Aussies**

**(719)354-1000**

**rockymountainminiaussies@gmail.com**

**Miniaussiepet.com**

**This contract is between. \_Melissa Niday\_\_ (*name of breeder),*****hereinafter referred to as SELLER**

 **and BUYER(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Seller agrees to sell Buyer a puppy born \_\_\_\_\_\_ \_\_\_

Litter # \_\_\_
Sire:\_\_\_ \_\_\_ Dam:\_\_\_\_ \_\_
For the sum of $ to be paid by and a Deposit for the sum of \_\_$350.00\_

A $350 deposit is required to HOLD a puppy.  Most deposits are non-refundable unless the puppy’s health is questionable or Seller feels that the puppy is not a good match for the Buyer.

All puppies must be paid for with cash, cashiers check, or Gooddog at the time of pickup or delivery.  Pups will not leave before 8 weeks and it is preferred they are with their new families by 8 weeks unless other mutually agreeable arrangements have been made.

The eye color and mature size of a puppy cannot be guaranteed, only estimated.

1)    The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition, which consists of a good quality professional feed given at regular intervals, and fresh water available at all times. The Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision. The Seller **strongly recommends** that the puppy/dog be micro-chipped in order to facilitate his return if lost or stolen.

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 7 days for a physical examination. All efforts are made to eliminate internal and external parasites, but puppies are puppies. Should puppy/dog be determined to be in ill health, (Other than Parasites) 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 for the puppy/dog. No other guarantees are given. This Basic Guarantee covers all puppies provided a licensed veterinarian as stated above has checked them within the stated timeframe.  Puppies do stress and may show signs of diarrhea for a short period of time, if excessive consult your veterinarian immediately.

3)    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.

4)     If at any time the Buyer can no longer retain possession of this dog, the Seller is to be notified and given first option of resuming full ownership of dog in order for the Seller to locate this dog a new home.  Refunds, if any, will be at the discretion of the Breeder/ Seller. The dog will be returned with all registration papers and medical records. Should any circumstances arise that affect the quality of life of the dog, the breeder/seller is to be informed so that they may participate in determining the future of the dog. The Breeder/ Seller reserves the right to approve/prohibit any transfer of this animal to a third party. Under no circumstances will this dog be sold, leased, traded or given away to any pet shop, research laboratory, animal shelter or similar facility. We take every precaution we can to ensure you are getting a happy, healthy new companion. SELLER however can make no guarantees regarding accidental death, loss, and/or sickness due to lack of future vaccinations or proper care once the puppy leaves the sellers premises.

Seller reserves the right to refuse a puppy sale to anyone they choose.

Buyer has read, understood, and agreed to enter into this binding agreement with the Seller.  Although there are no plans at present to stop breeding these dogs, this Sales Contract will become null and void should the seller cease breeding for any reason.  Should there be a dispute regarding this contract, action will be initiated in El Paso County, Colorado.

5)     The Buyer agrees to contact the Seller immediately if any questions or concerns arise about the dog, such as housing, diet, or health. The buyer agrees to keep the seller informed of any treatment as it occurs. This provides the Breeder/Seller with an opportunity to follow up on puppies and gives us important feedback and information on the health or our dogs for future generations. RMMA puppies also come with a Genetic Health Guarantee for the first 12 months of life that also covers hips and eyes, but excludes any immune system mediated issues since this can be caused by a multitude of reasons and a genetic correlation would be hard to determine. There are studies about vaccine related issues so I ask that you research “Vaccinosis” a bit before possibly over vaccinating your pet. In order to insure healthy hips & elbows, puppies should also not do any excessive jumping (even on and off of furniture) until growth plates close which occurs somewhere around the 12 mo mark +/-.  Should something develop during this time, again the seller has the option to obtain a 2nd opinion from a vet of seller’s choice and expense.  Should the findings concur, the buyer has 2 options: \*Buyer may keep the puppy and receive 25% of the original purchase price excluding any handling charges. \*Pup may be returned to the seller at buyers expense and receive a replacement pup of the same sex/quality from a future litter.

6)     Registration papers will either be provided at time of sale of the puppy **or** transferred to the Buyer immediately upon receipt if they are still being processed.  It is understood at the time of sale that this is a pet quality dog and it is representative of its breed. Training classes are highly recommended for a happy relationship between the dog and family This agreement is for the purchase of a purebred (Miniature or Toy Aussie aka Miniature Australian Shepherd) puppy as described below.

Birth date:\_ Sex: Color: Eye Color: Right: undetermined Left: undetermined\_\_\_

The preceding paragraphs contain conditions established by the Seller to ensure the well being of the puppy/dog. The Buyer’s agreements will continue for the duration of the dog’s life and the Seller will have the right to enforce the agreements.

**Agreed to this date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seller**:  **Buyer**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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