

# Purchase Agreement for Wigglebutt Partnership Family (Female)

Bill & Angela Ogle, d.b.a. Wigglebutt Aussies and hereinafter known as the Breeder, in consideration of payment of \$ 2,800.00 and the agreement of \_\_\_\_\_ hereinafter known as the Buyer, to abide by the terms of the agreement set forth below, the execution of which is acknowledged, hereby releases to the undersigned Buyer responsibility and ownership subject to the reservation of rights set forth below for the Miniature American Shepherd/Miniature Australian Shepherd dog described as:

**Litter Registration #s:** AKC \_\_\_\_\_

Registration papers will be marked BREEDING.

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

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

**Terms of the Agreement:**

## I. HEALTH & GUARANTEES (Dog must be proper weight, not obese, for reimbursement)

- A. The Breeder guarantees the Dog to be in good health when it leaves their kennel. If within 72 hours the Dog is found not to be in good health, the Breeder agrees to refund the full purchase price of the Dog so long as a letter from the examining veterinarian accompanies the Dog and the Dog is returned to the Breeder at the Buyer's expense within seven (7) days of leaving the Breeder. See Section III-A for returns for other reasons.
- B. The Breeder guarantees the Dog to be free of clinical symptoms of hereditary eye defects other than those specified below until the age of 26 months. Verification of hereditary eye disease will require a non-pass CERF evaluation by a veterinary ophthalmologist. The Dog is guaranteed to be free of clinical symptoms of hip dysplasia, elbow dysplasia, patellar luxation, and inherited epilepsy, until the age of 26 months. Verification of any of these diseases will require evaluation by a veterinarian in accordance with OFA protocols, including an OFA rating of dysplastic in the case of hip or elbow dysplasia.
- C. Upon verification of genetic eye disease or hip dysplasia, elbow dysplasia, or patellar luxation, and inherited epilepsy within the specified time frames, the Breeder will either refund the full purchase price upon return of the dog to the Breeder OR will contribute up to one-half the purchase price (i.e., a total of \$ 1,400.00 toward treatment, the choice to be the Buyer's. If the Buyer does not want to keep the dog, the dog MUST BE RETURNED TO THE BREEDER according to the terms (see section III below).
- D. To maintain good health, the Buyer agrees to have the Dog examined, vaccinated, and checked for internal parasites, including heartworm, annually by a licensed veterinarian. ~~The~~ Dog will be maintained on NON-IVERMECTIN HEARTWORM prevention as recommended for the area of residence and will be treated as recommended by the vet and within reason for other problems. The Buyer will also strive to keep the Dog free of external parasites throughout its life.
- E. The Breeder does NOT guarantee that said puppy will be in the height range for Miniature American Shepherd/Miniature Australian Shepherds.

## II. BASIC CARE AND HOUSING

- A. To ensure the emotional well-being of the Dog, he/she will be housed indoors as a companion. The Buyer will provide food, water, medical care, socialization, training, and exercise appropriate to the age and condition of the Dog. The Dog will not be left unattended on a chain, rope, or other tie-out device. The Dog will not be allowed to run at large and will be kept under leash or voice control at all times when not within a fenced area. If the Buyer fails to comply with these requirements for proper care and control, the Buyer agrees to return the dog to the Breeder upon demand with no financial or other compensation.

- B. Partnership: The Dog is sold with Breeder stipulations and may or may not be used for breeding, at the discretion of the Breeder. The Buyer agrees to leave the dog intact, until the age of 5 years. If the Breeder decides that the Dog is not breeding quality, the Buyer will have the dog spayed/neutered within 2 months of the breeder's decision at the Buyer's expense. All breeding decisions and arrangements will be made by the Breeder. Should the dog be allowed to breed and produce a litter without the consent of the Breeder, all guarantees herein are void, and the Breeder may take possession of the dog and all puppies with no compensation to the Buyer. See also Section II-C.
- C. Name and Registration: For sake of convenience, the dog will be registered as owned by the Buyer. Buyer will pay for multiple registration fees. Buyer will send breeders a copy of all registration certificates. The Dog's registered name will have the Breeder's kennel name as the first word. If the Breeder has chosen a theme for the litter, the name will conform to that theme. The Breeder will have the final say regarding the registered name of the Dog. The Breeder will provide the Buyer with a copy of the Dog's individual registration application if available, a full description of the Dog at the time of sale, a pedigree of at least 3 generations. The Dog will be registered with UNLIMITED PRIVILEGES, meaning that should the dog be used for breeding, it's puppies will be eligible for registration.
- D. Licensing and Identification: The Dog will be licensed by the Buyer according to state and local laws, and will wear identification at all times. The Buyer must have the dog micro-chipped or tattooed and register the microchip or tattoo with an appropriate registry prior to the age of 6 months.

### III. RETURNS

- A. If Buyer decides to not keep the Dog in their household, Breeder will be given first opportunity to take the Dog. Refunds will be made on the following basis, subject to the Dog's examination by the Breeder's veterinarian upon its return. Date of purchase is expressly understood to be the date of initial payment for the dog or date of actual possession of the dog by the Buyer, whichever comes earlier. Date of return is expressly understood to be the date on which the return becomes complete. A return is not complete until all of the following are returned to the Breeder: the dog; signed release of ownership statement; signed documents transferring all registrations to the Breeder.

1-7 days after purchase (see section I-A. above): If the Dog is returned for reasons other than poor health, and it is accompanied by a veterinary certificate of good health no more than 48 hours prior to return, the Buyer will receive 100% of the purchase price. If no veterinary certificate of good health accompanies the Dog, the refund will be 100% of purchase price minus fee for veterinary exam, isolation boarding if necessary, and treatment.

8-28 days after purchase: 75% of purchase price minus fee for veterinary exam and any necessary treatment, isolation boarding if necessary, and the fees for transferring registrations to the Breeder.

More than 28 days after purchase: 50% of resale price minus fee for veterinary exam, training expenses and any necessary treatment including isolation boarding if necessary plus additional expenses pending resale.

\*\*\* Should the Dog be deemed unfit for resale within 30 days for any reason no money shall be re-funded. Fitness for resale shall be determined solely by the Breeder.

- B. Venue: This agreement is mutually stipulated to have been entered into in Porter County, Indiana, regardless of the place where it is signed. The Buyer and the Breeder agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall be in the county of the Breeder's residence and that this agreement shall be interpreted in accordance with the laws of the State of Indiana. If legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs.

- C. Reservation of Rights: The Breeder reserves the right to follow up on any complaints or reports to protect the welfare of the Dog. If the terms of this agreement are not satisfactorily upheld by the Buyer, and/or if any misrepresentations have been made to the Breeder, in order to obtain this Dog, the Breeder reserves the right to void the contract and demand immediate return of the Dog. The Buyer will be responsible for all costs incurred by the Breeder to enforce this contract and recover the Dog.

**IV. ADDENDUM (See attached for details about showing/breeding stipulations)**

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Breeder (Seller) :** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buyer's Name:** \_\_\_\_\_

**Buyer's Address:** \_\_\_\_\_

**Buyer's Phone:** \_\_\_\_\_

**Buyer's E-Mail:** \_\_\_\_\_

**Return Signed Purchase Agreement to: (make check payable to Angela Ogle)**

Bill & Angela Ogle

404 Brookwood Court, Valparaiso, IN 46385

Questions: [minis@wiggleb.com](mailto:minis@wiggleb.com) or 219.465.1624 or [www.wiggleb.com](http://www.wiggleb.com)

# **Addendum for Wigglebutt Partnership Family (Female)**

## **Breeding Potential**

### **SHOWING**

Buyer and/or Breeder will show dog to attempt to attain Dog's conformation Championship or upper level performance title. One of the purposes is to prove the abilities of Dog, prior to being bred. Breeder will assist with handling if necessary. Entries and Travel expenses will be the responsibility of Buyer when Buyer shows Dog. Entries and Travel expenses will be the responsibility of Breeder when Breeder shows Dog.

Examples of desired titles: Started herding (cattle, sheep or ducks), Obedience (CDX, CD/TD, or higher), or Open or higher Agility titles (Standard division), Rally O championship, entry Tracking level, dock diving, disc dog, etc.

### **BREEDING QUALITY**

At 15 months of age, Dog will once again be evaluated for type, structure, movement, work ability and temperament. Breeder will decide if the dog is Breeding Quality at this time. If considered breed quality, Buyer will have Dog tested for hips (PennHip or OFA) and eyes (CERF) at Buyer's expense after the age of 2. If the dog is deemed Breeding Quality, it will be left intact until the age of five years old. If the Dog is not Breeding Quality, it will be spayed at the Buyer's expense within 2 months of Breeder's decision if not breed quality. Bitch will not be bred before the age of 2 years, dog will not be bred before the age of 18 months.

### **MARKETING/PROMOTION**

Breeder will assist Buyer with pictures and promotion of Dog. Buyer will allow Breeder to use any video/photos of Dog. Breeder will provide:

- Puppy Buyer Questionnaire from web site
- Puppy Deposit Agreement
- Contracts
- Puppy Buyer Packet

### **WHELPING LITTER**

Buyer whelps litter and Breeder evaluates and places pups. Buyer is entitled to ½ of profits with a maximum of \$3,000/litter - after stud fee, reimbursement to breeder for health clearances, and whelping costs. Litters of 7 puppies or more Buyer is entitled to ½ of profits with a maximum of \$4,000/litter. Breeder places pups and is responsible for puppy buyer support for life. For example, Breeder will re-home/rehabilitate returned pups, consult puppy buyers on training issues, etc. Breeder and buyer share cost of any refunds to puppy buyers. Breeder will advertise litter, interview buyers, make arrangements for pick up, and create contracts for buyers.

Litters will be registered with Wigglebutt as the Breeder or Co-Breeder. Breeder and buyer will carefully choose stud dogs together with the goal of "Bettering the Breed". Convenience and cost will not be a high priority for choosing the mates, but rather compatibility for temperament, working ability, structure, type and movement will be determining factors. (Often breeding is not profitable). Breeder has final say in choice of stud dog. No puppy will be placed in home with more than 9 dogs. No puppy whelped by Bitch will be placed with breeding rights, unless co-owned with Wigglebutt. Pups placed will be on spay/neuter agreements, unless approved on co-ownership agreements with and by Wigglebutt.

Unplanned Breeding – Pups are Buyer's responsibility, 75% profits goes to Breeder. Pups placed will be on spay/neuter agreements, unless approved on co-ownership agreements by Breeder.

### **EXPENSES**

Buyer is responsible for all normal care expenses of dog (food, medical bills, heartworm, etc.)

Breeder is responsible for all breeding specific expenses (stud fee, tails, dew claws, advertising, etc.)