

Purchase Agreement for Non-Breeding Puppy

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 full responsibility and ownership subject to the reservation of rights set forth below for the Miniature Australian Shepherd dog described as:

Litter Registration #: AKC _____

Registration papers will be marked NOT FOR 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, patellar luxation or 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 Buyer is encouraged to have the Dog's eyes checked annually by a veterinary ophthalmologist, and to have the Dog's hips and elbows radiographed and evaluated by (OFA) at 24 months. The Breeder would appreciate receiving copies of the evaluations to track the success of her breeding program. All expenses for such evaluations will be the responsibility of the Buyer.
- F. The Breeder does NOT guarantee that said puppy will be in the height range for 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. Non-breeding: The Dog is sold as a Pet and may not be used for breeding. The Buyer agrees to have the dog spayed or castrated between 6 and 15 months of age. Should the dog be allowed to breed and produce a litter, 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: At the time of proof of Spay/Neuter, the Breeder will provide Buyer with AKC registration papers. The Dog's registered name will have the word "Wigglebutt" as the first word of the dogs registered name. 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 Dog will be registered with LIMITED PRIVILEGES, meaning that should the dog be used for breeding in spite of the terms of this agreement, it's puppies will not 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 Breeder urges the Buyer to have the dog micro-chipped or tattooed and to 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. In the event that 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.

Buyer agrees to the spaying or neutering of above referenced dog or puppy to be performed by the date of _____ Dog must not be spayed/neutered prior to 5 ½ months. A veterinary statement of neutering must be mailed to seller (Angela & Bill Ogle, at above address) immediately thereafter. Seller agrees to forward registration papers upon receipt of said veterinary statement. Signatures of buyer and seller denote binding agreement.

Buyer Signature _____

Date _____

Breeder (Seller) Signature _____

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 or 219.465.1624 or www.wiggleb.com