

# Purchase Agreement for Wigglebutt Breeding Dogs

## (Intended for Breeders with less than 8 dogs in their home)

Bill & Angela Ogle, d.b.a. Wigglebutt Aussies and hereinafter known as the Seller, in consideration of payment of choice below 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:** \_\_\_\_\_

### Female Payment (Select Option)

- ☐ \$2800 plus first pick puppy from first litter produced by the dog. Seller must approve stud for first litter.
- ☐ \$3200 plus first pick puppy from first litter
- ☐ \$3600 plus second pick puppy from first litter
- ☐ \$3900 outright, no puppy back

Seller has the option to purchase a puppy for any litter produced by Dog at same rates/terms as above or less.

### Terms of the Agreement:

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

- A. The Seller 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 Seller 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 Seller at the Buyer's expense within seven (7) days of leaving the Seller. See Section III-A for returns for other reasons.
- B. The Seller 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 Seller will contribute \$ 1,400.00 toward treatment. If the Buyer does not want to keep the dog, the dog MUST BE RETURNED TO THE SELLER 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 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 Seller does NOT guarantee that said puppy will be in the height range for Miniature American Shepherd/Miniature Australian Shepherds.
- F. The Seller in no way guarantees that the dog will be Show/Breed quality. There will be **NO REFUND** if the dog does not meet the Buyer's criteria of Show/Breed. Examples why a dog may not be Show/Breed quality: Off bite, oversized, wrong temperament, reproductive issues, incorrect type, health issues not Guaranteed, etc.

## 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 Seller upon demand with no financial or other compensation.
- B. Name and Registration: The dog will be registered as owned by the Buyer. Buyer will pay for registration fees. Buyer will send Seller a copy of all registration certificates. The Dog's registered name will have the Seller's kennel name as the first word. The Seller will have the final say regarding the registered name of the Dog. The Seller will provide the Buyer with the Dog's AKC individual registration, 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.
- C. 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, Seller 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 Seller'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 Seller: the dog; signed release of ownership statement; signed documents transferring all registrations to the Seller.

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+ 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 Seller.

- 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 Seller 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 Seller'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 Seller 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 Seller, in order to obtain this Dog, the Seller 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 Seller to enforce this contract and recover the Dog.

#### **IV. BREEDING RELATED**

- A. Showing/Trialing - Encouraged but not required.
- B. Breeding Prospect. Seller acknowledges that the puppy/dog is being sold as a breeding prospect and represents that, at the time of sale, the puppy/dog shows promise of being worthy of being bred as an adult at the time of sale. Buyer acknowledges that due to changes which can occur as a dog matures, and the necessity of health clearances being obtained prior to breeding, Seller is not providing a guarantee that puppy/dog will be of breeding quality as an adult. If puppy/dog fails to pass any health clearances or is otherwise determined by Seller to be unsuitable for breeding, Buyer agrees (i) not to breed the puppy/dog and (ii) to promptly have a hysterectomy/vasectomy completed on the puppy/dog (at Buyer's expense) and provide proof of hysterectomy/vasectomy to Seller immediately upon completion.
- C. (FEMALE) Litter - Buyer takes full responsibility of placing puppies. Puppies will not be placed in homes where they will be in a kennel situation. Pups will be placed in homes with less than 10 dogs, and in an environment where they are primarily family companions. Buyer will take back or rehome any puppies produced by Bitch to ensure puppies do not enter rescue.
- D. Breeding Costs. Buyer is responsible for all costs related to breeding the puppy/dog, including, but not limited to, the costs of health clearances, health guarantees, stud fees, transportation, veterinary care, and whelping and raising the litter, brucellosis, etc.
- E. Sale Prohibition. Buyer is not acting as an agent in the purchase of the puppy/dog. Buyer agrees neither the puppy/dog, nor any offspring of the puppy/dog, shall be used for purposes of vivisection or research. Buyer also agrees neither the puppy/dog, nor any progeny of the puppy/dog, shall be sold by or through any commercial broker or wholesale establishment, any chain store, commercial breeder, catalog sales house or pet store.
- F. Restrictions on Transfer. If, at any time, Buyer is unable to keep or care for the puppy/dog (including upon Buyer's death or incapacity), at Seller's sole election, the puppy shall be (a) returned to Seller together with duly executed documentation transferring Buyer's ownership interest in the puppy/dog to Seller or (b) rehomed by Buyer with Seller's prior written approval, in each case without any refunds or payments due to Buyer. If, following receipt, Seller decides to rehome the puppy/dog, Seller may elect to refund Buyer a portion of the original Purchase Price after deducting applicable maintenance, training, veterinary and other costs. Such refund amount shall be determined by Seller in its sole discretion. Buyer acknowledges that the refund amount may be significantly less than the puppy/dog's original Purchase Price depending upon the age, training, and condition of the puppy/dog.
- G. No Transfer Outside of the United States. Buyer further agrees that the puppy/dog will not be sold to anyone residing outside of the United States without Seller's prior written approval.

- H. Ongoing Communications. Both parties agree to promptly notify the other of any change of address, email or phone number. Buyer agrees to (a) maintain contact with Seller regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Seller; (b) inform Seller of any titles completed by the puppy/dog as determined by the American Kennel Club or other registries and (c) inform Seller of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the puppy/dog, promptly notify Seller of the particulars of the animal's death.

## **V. SHOWING**

- A. Showing Prospect. Seller acknowledges that the puppy/dog is being sold as a show prospect and represents that, at the time of sale, the puppy/dog is free from any major faults and shows promise of being able to complete an AKC breed championship. Buyer acknowledges that due to changes which can occur as a dog matures, Seller is not providing a guarantee that puppy/dog will be of showing quality as an adult.
- B. Maintenance. Buyer agrees (i) to maintain the puppy/dog in show condition, which includes providing proper nutrition, training, and continuous socialization for the puppy/dog and (ii) to maintain the puppy/dog's optimal weight as appropriate for the show ring.
- C. Buyer is encouraged to show the puppy/dog himself/herself. If a professional handler is used, ringside pickup is preferred but not required by Seller. Dog will not be sent out with a handler for more than 20 days per year. Buyer shall be responsible for all expenses related to showing the puppy/dog.
- D. Marketing - Buyer agrees to allow pictures/video/bragging rights to be used by Seller.

**Initial the following to confirm Agreement:**

\_\_\_\_\_ I understand that purchasing a Breeding dog involves financial risk, and that this puppy may or may not end up being Show/Breed Quality. **No refund** will be granted if puppy does not turn out to be Show/Breed Quality.

\_\_\_\_\_ I understand that this puppy was purposefully bred to be an excellent companion who wants to be with their owners as much as possible. The dog's lines tend to be very connected and in tune with their owners (diabetic alert dogs, service dogs, working and versatility dogs) and we would anticipate their offspring to be the same way. **I agree to house this dog in my physical home as a member of our family, and the dog will not be crated for more than 8 hours per day.**

\_\_\_\_\_ Dog will be a functional member of my family. This puppy/dog **will never live in a kennel.** If ever I am unable to give this dog the attention of a beloved family pet, I will either return dog to Seller or rehome the dog with written approval of the Seller.

\_\_\_\_\_ **This puppy will not be sold or leased to a Breeder without written permission of Seller.** The puppy/dog or it's puppies will not be sold to a commercial breeder, pet store, pet placing service, or put into rescue. If ever rehomed, puppy/dog will be returned to Seller or rehomed with Sellers written approval.

\_\_\_\_\_ I understand that the Seller is fine with rehoming dog after retiring from breeding but will get approval from the Seller for the new home.

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

**Date:** \_\_\_\_\_

**Seller (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)**

Angela Ogle  
404 Brookwood Court, Valparaiso, IN 46385

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