



Spay/Neuter Contract

Part I | Purchase Agreement

This agreement is made between (Buyer):

And (Breeder): Xuxa Gagliardi, CEO & Co-Founder

Name: _____

Colibri Acres and Farm LLC

Address: _____

2315 White Oak River Road

City: _____ State: _____ Zip: _____

Maysville, NC 28555

Phone #: _____

Office: (910)595-4437 Mobile: (631)464-8104

Email: _____

contact@colibriacresandfarm.com

For the purchase of the following puppy:

Puppy Name: _____

Color: _____ DOB: _____ Sex: _____

Registration/Litter#: _____ Microchip # _____

Breed: Australian Shepherd Above puppy is sold as: Pet Show Prospect

Puppy Price: \$ _____ Total Due for Puppy: \$ _____

Puppy Parent Information:

Sire: _____

AKC Reg#: _____ ASCA Reg#: _____

Dam: _____

AKC Reg#: _____ ASCA Reg#: _____

By signing this Purchase Agreement, I understand and agree that all information provided is correct.

Buyer's Signature

Seller's Signature



Spay/Neuter Contract

Part II | Health Guarantee

The Breeder Agrees:

That this puppy is in good health at the time of sale. The **buyer will have 72 hours in which to have the puppy examined by their own veterinarian.** If the puppy is found to be ill by a licensed veterinarian and is to be returned due to illness, a letter from the veterinarian is required. This includes death or illness from any health condition deemed to be present prior to the leaving the breeder's premises.

Buyer shall assume any expenses associated with returning the puppy to the breeder. The breeder will, at the breeder's discretion, refund the purchase price, return the dog to the buyer in healthy condition, OR exchange the dog for another dog of equal value. At no time and under no circumstances will the Breeder be responsible for any veterinary expenses incurred by the buyer. We offer a general 2-year health guarantee on our puppies for health, congenital and genetic defects. **If the puppy has a genetic defect detected by a licensed veterinarian within the first TWO years (guarantee ends when pup turns TWO years old) another dog of equal value will be provided as a replacement, the choice to be determined by Seller.** Buyer must return puppy (at buyer's expense) and puppy's AKC paperwork to the Breeder within **1 month of the exam that detected the defect before replacement will be made.** Breeder must also **receive a letter from TWO separate veterinarians with their address, telephone and the defect detected** before any replacement puppy is given. **If the Buyer refuses to return this puppy for a replacement puppy then this guarantee is null and void.**

Please note Breeder is not responsible for environmental diseases or health issues. We cannot guarantee that your puppy will never develop any health problems, just as a pediatrician cannot guarantee that a child will never develop any health problems in the future. Some things are just not able to be predicted. Our parents are free of diseases, disorders, and health problems. That means our puppies are less likely to develop problems. If anything does occur, you are required to inform us so we can evaluate the parents and the other puppies from that litter in an attempt to determine the cause of the ailment and to eliminate the issue from our breeding program.

By signing you agree to Colibri Acres and Farm's Health Guarantee of above-mentioned puppy (page 1).

Buyer's Signature

Seller's Signature



Spay/Neuter Contract

Part III | Policies and Sales Agreement

By signing this contract I understand & agree to the following:

- This puppy is the product of two genetically health tested AKC/ASCA registered purebred Australian Shepherd parents and is guaranteed to be in good health and free of communicable disease at time of sale.
- I agree to be a responsible pet owner and spay/neuter at an appropriate age BEFORE bad behavior develops, typically 4-6 months, **or as recommended by my vet.**
- I will NEVER register this dog as any other breed than the breed listed on his/her AKC & ASCA registration paperwork. This requirement is put in place to protect and preserve the quality & pureness of the breed.
- **I will NOT receive a refund** in the event I simply change my mind regarding this purchase, find a cheaper, lesser quality puppy elsewhere, suddenly develop allergies, or my landlord disagrees with my purchase. Adding a new puppy to my household can be a 15 year commitment therefore I have invested a considerable amount of thought into my decision BEFORE making a commitment to purchase. **Life changing events can happen and should I be unable to keep my puppy at any time during his/her life I WILL contact the breeder/seller for arrangements to return, or gain assistance in re-homing my puppy and will never forfeit ownership to a pound, rescue, or shelter.**
- This puppy WILL require medical attention at some point during his/her lifetime and **I, the buyer, am prepared to pay all vet expenses from this point forward.** I am making this purchase because I believe this puppy is in good health at time of sale and was produced by a responsible reputable breeder. This contract does not cover any internal or external parasite or protozoa as these are common treatable conditions in puppies and dogs that are raised with outdoor access and I am aware my puppy could easily contract such an issue on the trip home or at my own residence. This puppy has recently been dewormed and the shedding of parasites may still be occurring and is normal after treatment. Healthy vaccinated puppies are still susceptible to contagious disease, parasites, and protozoa though every effort has been made to prevent this unfortunate occurrence.
- If I visited the premises for pickup, **I agree that I have thoroughly inspected this puppy BEFORE following through with commitment to purchase.** I am completely satisfied with the conditions in which my puppy, his/her littermates, and parents are kept and cared for and that my puppy is in good health as are parents and littermates, if present. In addition, I have witnessed his/her ability to run, jump, & play easily and unassisted and that he/she is alert and responsive to normal activities and happenings within his/her environment.
- If I met the breeder at a designated location for pickup, I agree the option was made available to me to visit the location where the breeding program is maintained but declined such invitation. I have thoroughly inspected this puppy BEFORE following through with commitment to purchase and agree that he/she is in good health. Multiple videos and pictures were made available to me by the breeder on different occasions and/or dates and I am completely satisfied with the conditions in which my puppy, his/her littermates, & parents are kept & cared for. I agree the puppy I have received IS the puppy represented to me before purchase. In addition, I have witnessed his/her ability to run, jump, & play easily & unassisted and that he/she is alert and responsive to normal activities



Spay/Neuter Contract

Policies and Sales Agreement Continued

and happenings within his/her environment. If my puppy was shipped via air travel or ground transport, I agree the option was made available to me to visit the location where the breeding program is maintained but I declined such invitation. Multiple videos and pictures were made available to me by the breeder on different occasions and/or dates and I am completely satisfied with the conditions in which my puppy, his/her littermates, & parents are kept & cared for. I agree the puppy I have received IS the puppy represented to me before purchase. In addition, I have witnessed his/her ability to run, jump, & play easily & unassisted and that he/she is alert and responsive to normal activities and happenings within his/her environment.

- **BUYER certifies that he/she is not acting as an agent for another individual in the purchase of this dog, and will not sell this dog to any mass-producing kennel (puppy mill) or business. Third party sale makes this contract null & void as does evidence of abuse, neglect, accident, or lack of adequate quality food, water, & shelter. If found that puppy has been sold/given to third party, neglected, abused, or lack of water, food and proper shelter then breeder (Xuxa Gagliardi and/or Colibri Acres and Farm LLC) has right to request the return and retainment of puppy.**
- **Breeder will not be responsible for injury or accident to puppy, or cost for repair, once he/she leaves breeder care. In addition, no guarantee will be provided for eye color, ear set, size, or working ability.**
- **This contract is under the jurisdiction of the State of North Carolina. In the event of any dispute, it is agreed the place of venue shall be Onslow County, North Carolina under North Carolina law.**

By signing you agree to Colibri Acres and Farm's Policies and Sales Agreement of above-mentioned puppy (pg. 1).

Buyer's Signature

Date

Breeder's Signature

Date