**FETCHING TOY AUSSIES CONTRACT**

\*\*If you buy a puppy from Fetching Toy Aussies/Kellene Lenz,

you are agreeing to this contract **whether or not you sign it**. \*\*\*

|  |  |  |
| --- | --- | --- |
| Date | / /2020 | |
| Buyer | Name: | |
| Seller/Breeder | Fetching Toy Aussies/Kellene Lenz  10890 Mockernut Drive Harrison, OH 45030 513-739-9455/ 513-550-4411 | |
| Puppy/Dog | Name:  ASDR number:  Gender:  Birth date:  Breed: Toy Australian Shepherd | Coloring:  Eyes:  Sire (coloring):  Dam (coloring): |
| Purchase Price | Total Price: $ Deposit: $250 Delivery fee:  Due on delivery:  \_\_\_\_\_ Breeding Rights \_\_\_\_\_ Pet only | |
| Deposit Agreement | * We will not hold a puppy without a deposit. * We accept a PayPal or personal check for payment of the holding fee. Checks must be received promptly (within 3 business days) in order to hold puppy. Please use Express or Priority mail with tracking number. * If not paying cash at time of delivery, balance shall be received by the Seller BEFORE the Buyer shall obtain possession of the puppy. If sending a check for final payment, it must be sent at least two weeks in advance. * Seller will retain possession of the puppy until the puppy is 8 weeks old. * The Buyer must make arrangements with the Seller to obtain possession of the puppy by the time the puppy is 10 weeks old. Boarding fees will otherwise apply ($15/day plus any medical expenses). * In the event that the Buyer cannot follow through with the purchase of the puppy, the holding fee is forfeited and no refund will be given. * If by tragic accident the puppy were to die or be determined to have a congenital defect that prevents the puppy from being a companion animal, before the Buyer takes possession of the puppy, a full refund of the holding fee will be given to the Buyer. | |
| Hereditary disease | Dam clear of CEA, CD, CMR1, DM, HC, MDR1, PRA/PRCD  Sire clear of all EXCEPT unaffected carrier for\_\_  If indicated, puppy tested for \_\_\_\_\_\_\_\_\_\_\_ (see attached).  Puppy has a 50% chance of being unaffected \_\_carrier | |
| Health | * Vaccines: DHPP at 7 weeks. * Worming done at 2, 4, 6, and 8 weeks. * Will be up to date on all vaccines and worming before leaving breeder and documentation provided. * Vet health exam performed at 7 weeks. Document attached. * Seller warranties the puppy to be in healthy and sound condition at the time of sale. Buyer has 3 working days to have the puppy examined by a licensed veterinarian from the date the dog leaves the breeder. Failure to do so will result in any and all warranties being cancelled. Breeder accepts no liability for any communicable diseases after 72 hours from when the puppy/dog leaves the possession of the breeder. * If puppy/dog does not pass a general health exam, buyer agrees to notify breeder within 48 hours of veterinary exam with a copy of the original signed veterinary statement of health. Health guarantee does not cover any parasite, internal or external as this is a treatable condition. | |
| If sold as Pet Companion Only/Limited Registration | * If purchased as pet quality only, the Buyer agrees not to use this animal for breeding and 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.* Can compete in shows but NO breeding rights. | |
| If sold with Breeding Rights | * All Puppies/dogs sold with breeding rights will be guaranteed to have both testicles descended in males. Females sold with breeding rights are guaranteed to have their first heat cycle before 16 months of age. * If said puppy/dog is found to be sterile, he/she must be returned the seller at buyer's expense and will be replaced with the first available of same breed, color and sex. Seller will not refund money in any situation. Shipping is always the responsibility of the buyer. * No other breeding guarantees are implied or expressed. Breeder cannot guarantee adult size or confirmation of the puppy/dog. | |
| Shipping | * All shipping costs related to any dog being purchased are the responsibility of the buyer. Seller shall not be responsible for death of said puppy/dog due to negligence or carelessness of any airline or other live animal carrier, their agents or employees, or the buyer. | |
| Liability | * Seller is in no way responsible for any vet bills made after puppy/dog leaves. Any and all veterinary costs are the responsibility of the buyer. * Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to person or property caused by this puppy/dog. * Buyer shall assume full responsibility for the health, temperament, and appearance of the puppy/dog upon leaving the premise of the Seller. * In case of litigation the venue shall be Hamilton County, Ohio. | |
| Buyer agrees | * The Buyer agrees to take this dog to a licensed veterinarian of his choice within 72 hours (excluding weekends and holidays) for a physical examination. * The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping the puppy/dog parasite free and up to date with inoculations, proper nutrition 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. * If at any time the Buyer can no longer retain possession of this dog, the Seller/Breeder is to be notified and given first option of resuming full ownership of dog. Refunds, if any, will be at the discretion of Seller. 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. | |

Buyer:

Seller Signature: ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attached: growth chart, health records, ASDR registry, parent pedigree, parent genetics testing, puppy genetic testing (if performed).