**EAGLE CREEK AUSSIES**

**Quality Pet Puppy Sales Contract**

Date: 0/00/00 Breed: Australian Shepherd Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOB: 0/00/00 Dog:\_\_\_\_\_ Bitch\_\_\_\_\_: Eye Color: Left eye-\_\_\_\_ Right eye-\_\_\_\_\_\_

 Sire:

 Dam:

**PROVISIONS OF SALE**

 1. Seller agrees to provide health records. Registration papers will include Eagle Creek as the first part of the puppies name and be registered with MASCA and / or IMASC. See # 5 below.

 2. Seller guarantees the above dog to be in good physical and mental condition and free from disease at the time of sale. Buyer agrees to have the puppy examined by his/her own veterinarian within 3 working days following possession by Buyer and send Seller a copy of the vet report. If any sign of illness is found (other than external or intestinal parasites, diarrhea from change in diet, change of environment or travel stress, etc.), the Buyer must contact the Seller immediately. The Buyer may elect to keep the puppy and assume all costs for its care, or may return the puppy for a full refund or replacement puppy upon the Sellers receipt of the veterinarian’s statement regarding the puppy’s health. Buyer is responsible for any and all vet/medical bills and genetic testing. Return will be at Buyers expense. This is to protect the Buyer as well as the Seller. Seller’s intent is that the Buyer understands that when dealing with live animals, some things are beyond human control.

 3. The only refund of money would be if the puppy is found to have a debilitating illness within the first 3 days. There are no refunds if Buyer changes his/her mind. If a dispute is filed with Paypal for any moneys paid, Buyer agrees to return puppy to Seller promptly with any vet/health papers or no moneys will be refunded. After 3 days there are no refunds of any moneys for any reason.

 4. Buyer is expected to properly socialize and expose puppy to various situations as to develop a sound temperament. The first two years are especially important. If this puppy has not attended obedience school as well as puppy kindergarten, guarantee is null and void regarding temperament. It is important that the puppy learns who the leader is and how to socialize with other puppies/dogs as well as people. Seller/Breeder is not responsible for any of puppy’s actions.

5**. Puppy is sold on a spay neuter contract.** All pet puppies will be required to be spayed or neutered. Registration papers on all pet puppies will be held by Seller until contract is fulfilled and proof of spay or neuter by the attending veterinarian is received by the breeder. “Proof” may be a copy of the bill with the following: veterinarian’s name, address, date of procedure, name of dog, sire and dams name, date of birth and owner’s name and address. The papers on all pet puppies will be marked “This dog is not to be used for breeding and if bred the resulting puppies will not be registered”. If this dog is bred without my consent/co own, you agree to immediately pay Seller maximum allowed in small claims court in the state of residence of Breeder or at least the full purchase price of breeding rights.

 6. I believe very strongly in your puppy having a strong immune system to help fight all of the contaminants he/she will encounter throughout life therefore:

If this puppy is kept on NuVet Plus and develops within 3 years from the date of birth any eye defects, hip dysplasia, or any inheritable or genetic defect that is not injury or age related, which would prevent it from enjoying a reasonable and normal life, the Seller will replace the puppy with a comparable puppy in the Seller’s next available litter. Health Guarantee is for the health of your puppy, and does not cover accidental death, neglect, abuse or injuries that your dog may sustain while being a part of your family.

  **Initial**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Puppy/Dog shall be fed NuVet Plus with no lapse to maintain 3 years Free Replacement Puppy Guarantee. Buyer will be responsible for all shipping costs. You must use this code (36673) when ordering as it is not sold in stores. The # to call is 800-474-7044. www.nuvet.com If you do not keep this puppy on NuVet vitamins and use the code provided, your guarantee will be for1 year from date of purchase.

 **Before any guarantees will be honored, buyer must provide seller with a veterinarian’s statement, on veterinarian’s letterhead, stating the health condition and the genetic origin of health condition as well as prescribed treatment routine. The seller reserves the right to have a second veterinarian of seller’s choice evaluate the dog’s condition, at seller’s expense, before the guarantee will be honored, except in the case of OFA evaluated hip x-rays or CERF eye results.**

7. The Buyer certifies that the puppy will live with the Buyer, be confined by a fenced yard or other agreed upon arrangement, and will have adequate exercise, nutritious food, and necessary health care including age appropriate vaccinations, including rabies shots.

8. The Buyer certifies that he/she is not acting as an agent in this purchase and under no circumstances will this dog ever be sold, leased, or given to any pet shop, research lab, shelter, pound or similar facility.

9. If at any time in the life of the dog the Buyer is unable to keep this dog, Buyer will return dog to Seller at Buyers expense, with all health records and registration papers and copies of any titles dog may have earned and Seller will assist buyer in finding a new home for the dog. New homes will be approved by Seller. There will be no refunds or replacement puppy/dog of any kind. There is no reason that any Eagle Creek puppy should ever end up in a pound or rescue situation!!!

8. This contract is non-transferable. Should Buyer relinquish ownership in the puppy, for any reason, this contract shall be null and void.

The above guarantees are valid only so long as Seller is breeding said dogs. Should Seller cease breeding said dogs, for any reason, this guarantee will become null and void.

This contract is made and signed by both the Seller and the Buyer for the wellbeing of the said puppy. If the Buyer breaches any part of this contract or any Special Addendums attached to this contract, the Seller can and will repossess the puppy.

**\*The undersigned (Buyer) agrees to uphold all covenants of this Agreement to insure the wellbeing and protection of the puppy/dog. If Buyer breaches any part of this Agreement, Seller is released from any obligation under this Agreement. Buyer agrees that he/she understands this Agreement fully and if either party is forced to take legal action to enforce this contract, action shall be initiated in the county of the breeder’s residence, and any legal fees and court cost shall be the responsibility of the party found to be in default. If Buyer breaks this agreement or any part of this contract with Seller, it is punishable by a fine equal to the maximum allowed in small claims court, initiated in the county of the breeder’s residence.**

 Seller: **Pam Allen**

Seller’s Kennel: **Eagle Creek**

Seller’s Address: **P.O. Box 236, Capitan, NM, 88316**

Seller’s Telephone: **575-937-4870**

Seller’s Web Site:[**www**](https://d.docs.live.net/AppData/Local/Packages/microsoft.windowscommunicationsapps_8wekyb3d8bbwe/LocalState/Files/S0/4/Yahoo%21%20Small%20Business%20-%20Web%20Hosting%20-%20File%20Manager.url)**.eaglecreekaussies.com**

 **eaglecreekaussies@gmail.com**

Seller’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Buyer:

Buyer’s Address:

Buyer’s Telephone:

Email address:

Buyer’s Signature **Print:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

 **Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By signing this contract, you are agreeing to all terms of all pages and to not register this puppy with any other registry, under any other terms other than specified on all pages of this contract.

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Thank you and please enjoy your Eagle Creek Aussie puppy!