

HUGHES MINIATURE AUSTRALIAN SHEPHERDS

Purchase Agreement,

\_\_\_\_\_ hereinafter referred to as the "seller" and

\_\_\_\_\_ hereinafter referred to as the "buyer"

for the purchase of puppy AS \_\_\_ Pet or \_\_\_ breeding Toy/ Miniature Australian Shepherd.

The dog sold is described as \_\_\_

color \_\_\_\_\_ sex \_\_\_\_\_ Sire, \_\_\_\_\_ dam \_\_\_\_\_ DOB

AMOUNT \$ \_\_\_\_\_

Deposit of \$\_\_\_\_\_ paid - NOte deposits/Payments on existing Puppies are NON-REFUNDABLE unless puppy does not pass vet health check at 7-8weeks .. unless discussed with seller prior to deposit - certain "attributes like 2 blue eyes discussed/agreed in advance of deposit" . If puppy does not mature as expected - Deposit/payments can be transferred to another puppy by 7 weeks old.. as per original deposit,

deposits are not held - carried over more than 6 months without prior agreement with seller.

"abandonment" - If buyer does not pick up puppy or arrange/pay for shipment within 1 month of puppy being ready to go home (9wks) or after payment - whichever later -(unless additional time is agreed to in advance by the seller) and failure to contact seller or seller cannot contact buyer via contacts provided for 1 month.. - puppy can be resold and all monies paid are forfeited - "abandonment" does not warrant transfer of payment/deposit to future puppy. (yes this has happened)

Balance \_\_\_\_\_ to be paid by the time puppy is 7weeks old and funds must clear prior to shipping/pickup.

Seller Guarantees/Obligations

General Health guarantee The seller warranties that to the best of their knowledge that the dog purchased by the Owner is free from any communicable diseases and is of sound body, stable temperament and is in good general health with the vaccinations and worming as vet recommended for the age prior to leaving. Seller warrants that puppy will pass a general health vet inspection prior to leaving.. is limited to 48 hrs after leaving sellers care.

Seller offers 1 month free health insurance only though trupanion, buyer will be sent an contract from Ttrupanion when puppy is ready to ship. Or after sale (local) , buyer must complete Trupanions

requirements for insurance, **Failure to do so will result in any and all warranties being voided** other than genetic defects.

Seller accepts no liability for any communicable diseases after 48 hours from when the puppy/dog leaves the possession of the breeder. . Minor problems such as diarrhea, worms, coccidiosis, giardia, shot reactions etc. are common problems in puppies especially under stress of shipping, new homes etc, and can happen within hours of exposure - and will not be covered by this warranty. every effort is made to prevent this and the seller can be contacted for supplies to prevent/treat these conditions

.All puppies are VET checked prior to leaving breeder.. If puppy/dog does not pass a general health exam, buyer agrees to notify breeder within 48 hours and provide a copy of the original signed licensed veterinary statement of health **Buyer acknowledges that Sellers are not responsible for buyer's veterinary expenses at any time or under any circumstance. Please check all other breeders health guarantees and you will find they are all the same. WE have no control of outside vets and their costs.**

Genetic Health guarantee - The seller warrants that if the dog purchased by the Owner develops a "genetic" or congenital disorder such as hip dysplasia, deafness, or serious eye defect before the age of 12 months, then the Seller will replace the puppy with another puppy of equal value when available. Such genetic disorder must be **properly diagnosed by a LICENSED certified Veterinary specialist for the issue, for Hip Dysplasia such certification must be from a OFA board certified vet.** and copy of findings sent to seller..IF puppy dies before diagnosis a NECROPSY must be performed and findings sent to SELLER and sellers designated Vet for review. Seller will replace upon RETURN of said puppy to Seller at Owners expense. Seller is not responsible for any vet or health expenses.

IF there is a genetic issue that affects puppys/dogs life, and the owner wants the keep the puppy, puppy must be neutered/spayed at owners expense and proof of spay/neuter sent to seller. with copy of veterinarian findings - , and 1/2 of the purchase price will be credited towards another puppy of buyers choice at any time in the future.

ANY and ALL veterinary costs/expenses are the sole responsibility of the OWNER. Seller is not responsible for any vet or other health expenses after the puppy/dog leaves the Sellers care/custody or control without prior written consent from the seller.

•

FOR PET PURCHASES

PUPPY MUST BE SPAYED/NEUTERED prior to 1 year and not used for breeding of any type. Proof of spay/neuter must be sent to seller

Registration application FOR ASDR -will be sent to buyer after written PROOF of spay/neuter from licenced vet certificate is emailed to Seller and paperwork fee of \$35 paid to seller. [mjehughes@gmail.com](mailto:mjehughes@gmail.com)

UNAUTHORIZED BREEDING FEE

If the puppy is sold as a PET they are not to be used for breeding . The the owner agrees to have the puppy spayed/neutered and puppy will not be used to breeding of any kind, even "family pets". Should owner breed the puppy/dog they immediately owe the Seller an additional \$1000. fee/fine. for non approved breeding.

First right of Refusal

if at any time in its life the puppy sold as a breeder is to be sold or given away, the Buyer shall so notify the Seller and give the Seller first option to buy the puppy back at the original purchase price. IF puppy is sold as a PET and is to be rehomed the puppy/dog MUST be spayed/neutered prior to rehoming and seller notified of new owner & sent copy of spay/neuter - or breeder price paid.

DEFAULT: In the event of Breach of any terms of this agreement by Buyer and or seller and failure to remedy such breach within 10 days of written notice of such breach by the Seller

NO monies will be refunded to buyer if buyer defaults on payment terms.:

DEFAULT ATTORNEY FEES:

Either party may terminate this agreement for failure of other party to meet any material term of this agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs as a result of said default. If legal action is taken by either party, then prevailing party is entitled to their ALL/ FULL legal fees and expenses incurred. Not limited "reasonable" attorneys fees, but all actual fees, costs and expenses incurred for taking/defending legal action

Successors: This agreement shall be binding on and inure to the benefit of the parties, their heirs, assigns, successors and personal representatives.

VENUE: The parties hereto agree that the proper venue for all disputes which may arise under this agreement in Clackamas County in the State of Oregon.

This agreement is subject to interpretation under the laws of the State of Oregon.

Executed at \_\_Boring, Oregon, this \_\_\_\_\_ day of \_\_\_\_\_

Signed Seller _____	DATE _____
Buyer _____	