



Puppy Warranty and Purchase Agreement

Seller/Breeder (**Shooting Stars Ranch/Sadie Vandehey**) and Buyer (_____) agree to enter into this contract under the following binding agreement:

- Puppy being sold is (description):_____ Whelped:
- Sire:
- Dam:

Breeder and Buyer agree as follows:

- Limited Registration: The above-described puppy is a purebred Toy/Miniature Australian Shepherd. Sellers will provide paperwork necessary for registration with the American Stock Dog Registry (ASDR), limited registration (without breeding rights). The Kennel name **Shooting Stars** must be the first words of the dog's registered name and registration with ASDR is required. Registration papers will be filled out after the sale is complete and will be forwarded to the Buyer when the association has returned them, if not available at time of sale.
- Purchase Price and Transportation: Buyer agrees to the total payment of \$_____ USD in purchasing the puppy described above. Sellers will accept a \$500, nonrefundable deposit to hold the puppy in Buyer's name until full payment is received. The puppy will not be delivered until full payment is received and puppy is at least 8 weeks of age. Payment may be made by cash, check, Venmo, Zelle, or via PayPal (Friends and Family option only, an additional 3% will be added to cover fees if not), or Good Dog. If final payment is being made *electronically or by check*, this must be completed **at least 48 hours prior** to pick-up/delivery so that funds are able to clear. Seller agrees to hold the puppy until 10 weeks of age with no additional charge. However, if the puppy is not picked up by this age the Buyer agrees to pay \$100 per week to the Seller to cover the cost of expenses and care for the puppy, unless prior arrangements are made. If the puppy becomes sick or injured while still in Seller's care, it may delay delivery of the puppy to the Buyer as the Seller insists every animal purchased must be delivered in good health (if this results in a puppy staying past 10 weeks of age the Buyer will not be responsible for additional cost of \$100 per week).
- Transportation: if puppy must be transported to Buyer, Buyer agrees to pay all costs associated with transportation, including airfare, cost of a crate, veterinary health certificate, and any other travel expense. Puppy must be paid in full before leaving the Breeder.

Breeder's Obligations. Breeder represents and warrants the following:

- Ownership. Breeder is the lawful owner of the puppy and has the right to transfer ownership of the puppy to Buyer. Ownership of the puppy will be transferred to Buyer upon Buyer's payment of the full Purchase Price.

- Health Guarantee; Short-Term Health Warranty: Breeder guarantees the puppy (a) was previously examined by a licensed veterinarian and was found to be in good health at that time and (b) has had the immunizations enumerated in the health records provided to Buyer. The puppy will also be examined by a veterinarian for a health certificate prior to leaving. Buyer, at its own expense, must have the puppy examined by a licensed veterinarian within 3 business days of receiving the puppy (the “*Examination Period*”) for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale, the puppy may be returned to Breeder for a full refund of the Purchase Price. Under no other circumstances will money be refunded. The veterinarian must provide a written statement deeming the puppy “unfit for purchase” which must be sent to Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (a) any health issues caused by Buyer’s ill-treatment, abuse or neglect, (b) any health issues that result from the puppy’s transportation from Breeder to Buyer and (c) all minor, treatable problems, such illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses (including canine parvovirus), UTIs, vaginitis or umbilical hernias. Problems such as diarrhea, coccidiosis, giardia, etc. are common problems in puppies under stress of new circumstances/travel and will not be covered by this warranty, although every effort is made to prevent this. Buyer acknowledges that the Breeder is not responsible for Buyer’s veterinary expenses at any time or under any circumstance.

- Long-Term Health Warranty. Seller also warrants this puppy free from “debilitating genetic defects,” such as heart defect, dysplastic hips or elbows, and eye defects (only failing defects on OFA Eye CAER will be covered) until the puppy reaches one year of age. If this puppy is found to have a genetic defect of this kind, it must be verified by a licensed veterinarian. In the case of a hereditary hip deformity, a copy of written notification must come to the Breeder from Orthopedic Foundation for Animals (OFA). In case of a genetic eye deformity, written notification must come to the Breeder from a Board Certified Veterinary Ophthalmologist. In the event the puppy exhibits symptoms of a suspected debilitating genetic condition, Buyer must immediately inform Breeder and supply any requested veterinary records to Breeder. Breeder will be given the opportunity to take the puppy to a licensed veterinarian of Breeder’s choice for examination.

- Returns/Refunds. If it is determined by a licensed veterinarian that the puppy/dog (a) was “unfit for purchase” or (b) has a genetic disorder that is identified within the warranty periods described above, the Buyer may:
 - If, within the Examination Period, a licensed veterinarian finds the puppy to be unhealthy or unfit for sale, the puppy may be returned to Breeder for a full refund of the Purchase Price. *Under no other circumstances will money be refunded. If a genetic disorder is identified the Buyer can chose to return the puppy and receive a replacement puppy from the next available litter of equal value. OR
 - If Buyer wants to keep the puppy, it must be neutered or spayed at Buyer's expense and Buyer will be able to purchase another puppy, of the same color and sex, of the Breeder’s choice, from the Breeder, and will be given a price discount of an amount equal to 50% of the purchase price of the original puppy.
 - The original purchased dog must be returned or altered before replacement will be provided.
 - Proof of altering must be provided by a Licensed Veterinarian.
 - Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, air freight charges, and transport fees.

- No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Breeder, and the puppy/dog is sold and delivered in an “as is” condition, except as expressly and specifically set forth herein. Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy/dog.

Buyer’s Obligations. Buyer agrees to the following:

- Proper Care. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and sufficient nutrition. Buyer will provide proper veterinary care throughout the puppy/dog’s lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog’s immunity to common canine diseases. Buyer shall assume full responsibility for the health, temperament, and appearance of the puppy/dog upon the puppy/dog leaving the premise of the Breeder.
- Veterinary Care. Buyer will also provide the following veterinary care: (a) routine vaccinations and/or titers to prevent common infectious diseases; (b) routine treatment for internal and external parasites; and (c) annual examination by a licensed veterinarian.
- Care to Prevent Orthopedic Conditions. Buyer will also provide the following care:
 - Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight.
 - Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
 - Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is full grown or the activity is approved by a licensed veterinarian.
- Spay/Neuter Provision. The Buyer agrees to until the puppy is past the age of 12 months (unless medically necessary) prior to spay or neuter.
- 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, catalog sales house or pet store.
- Restrictions on Transfer. It is the Breeder's sincere intention that none of their dogs are ever taken to a shelter or live in a neglectful environment. If at any point in the future, the Buyer cannot keep this puppy/dog, the Breeder agrees to assist in finding this animal a new home. At any time, the Buyer can surrender the dog back to the Seller.
- Breach by Buyer. Buyer’s breach of any of the foregoing obligations shall result in Breeder’s warranties set forth in this Agreement being null and void.

Ongoing Communications. Both parties agree to promptly notify the other of any change of contact information. Buyer agrees to (a) maintain contact with Breeder regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the

puppy/dog from Breeder; The Buyer shall inform Breeder of any major change in the health of the puppy/dog throughout the puppy/dog's life as well as any behavior problems particularly fear, anxiety, or aggression.

Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, in the USA, without regard to the conflicts of laws provisions thereof. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. In case of litigation, the venue shall be Archer County, Texas.

Miscellaneous. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument.

Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy/dog. This contract will only be valid while the Seller is breeding Toy/Mini Australian Shepherds.

This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

Buyer: Name: _____

Signature: _____ Date: _____

Address: _____

Email: _____ Phone Number: _____

Seller: Name: Sadie Vandehey

Signature: _____ Date: _____

Seller's Address: 16484 FM 1954 Wichita Falls, TX 76310

Email: shootingstarstoyaussies@gmail.com Phone (469)510-7588