



## *Sales Contract & Guarantees*

Sire:	Dam:
ASCA Registration:	ASCA Registration:
AKC Registration:	AKC Registration:
DNA:	DNA:
Seller name and contact information:	Buyer name and contact information:
Date of Birth:	Expected puppy release date:
Description of Puppy:	
Puppy registered name:	

## *Guarantees*

### Heritable Health Conditions

- Puppy is guaranteed to be healthy and free from communicable disease and internal parasites for a period of 72 hours from date of transfer to buyer.

- Puppy is guaranteed to be free from the following heritable health conditions. If condition exists it must be demonstrated within the time frame listed below:
  - Hip dysplasia: OFA x-rays performed between puppy age 24 and 30 months
  - Elbow or other joint dysfunction: x-rays performed between puppy age 24 and 30 months
  - Cancer, epilepsy, hemolytic disorder, thyroid disorder identified before age 36 months of age

### Temperament

If buyer is dissatisfied with puppy's temperament, puppy may be returned to seller for a 25% refund of sales price. All costs associated with returning puppy are buyer's sole responsibility.

### Show breed quality puppies

Puppies designated as show or breed quality puppies are guaranteed to meet the Australian Shepherd Club of America ("ASCA") and American Kennel Club ("AKC") breed standard. No guarantee is made as to whether puppy will win nor be fit for conformation competition.

Should puppy develop a condition that would disqualify him/her from meeting the ASCA or AKC breed standard, buyer may either

- 1) spay/neuter puppy and keep puppy, with a refund of half of purchase price; or
- 2) return puppy in good health (at buyer's sole expense) to seller. At seller's discretion a replacement puppy of equal or greater value will be provided within 12 months (cost of transfer is buyer's sole responsibility); or seller may choose to refund the entire purchase price to buyer.

Should puppy exhibit any heritable health condition above, puppy must be spayed or neutered. Upon evidence of spay neuter by age 36 months, seller will at seller's discretion provide either a full refund of purchase price or a replacement puppy of equal or greater value within 12 months, or refund of sales price. If puppy is used for breeding at any point, all requirements for health clearances remain and all requirements for spay/neuter remain in place, however, no replacement puppy nor refund of purchase price will be provided.

Exclusions: No guarantee against allergies nor sensitivities; nor non-heritable temperament conditions. No other remedy is offered and no other expressed nor implied guarantees are provided within this contract.

This contract supersedes any verbal or other agreements or conditions related to sale of puppy. No guarantees other than those expressly offered in this contract are offered to buyer.

**Purchase terms are individualized per puppy**

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## *Purchase Process*

### Healthy Start

Prior to release to buyer, puppy will have received worming treatment, first vaccinations, veterinary exam, and eye clearance by veterinary ophthalmologist. Record of these health checks is provided to buyer in puppy transfer packet.

### Registration applications

AKC and ASCA registration applications are provided:

**Pet puppies:** when proof of spay/neuter is provided to seller

**Performance puppies:** within 16 weeks of whelping date or at time of transfer whichever is last. Co-ownership is required until proof of spay/neuter is provided to seller.

**Show/Breed puppies:** within 16 weeks of whelping date or at time of transfer, whichever is last.

**Additional terms are specified in individual sales agreements.**

### Puppy selection

Seller retains the right to select puppies to be sold as show or breed quality.

Seller will make recommendations regarding fitness for specific roles.

Once show/breed quality prospect puppies have been selected, buyers will have the right to select puppies for performance or pet roles in the order in which contracts and deposits are received.

### Puppy transfer

Puppy transfer arrangements and costs from seller's location are the responsibility of buyer. Puppies are transferred to buyer between the ages of 8 and 9 weeks of age. A boarding fee of \$12/day is charged to buyer for each day puppy remains with seller beyond puppy's age of 10 weeks. This is in addition to purchase price.

## *Post-purchase Requirements*

### Registration

Show/Breed Puppies: Registration of puppy with Australian Shepherd Club of America (ASCA) and American Kennel Club (AKC) is required by age 12 months. All costs of registration are the responsibility of seller.

Puppies not sold on show/breed quality sales contracts are sold with limited registration. Offspring of puppies not sold as breed quality are not registerable with ASCA nor AKC. Spaying

Puppy's AKC and ASCA registered name shall begin with "Emerald City" and contain no other registered kennel name.

### Spay/neuter requirement (pet puppies)

Spaying/neutering is required between the ages of 12 and 20 months. Evidence of spaying or neutering must be provided to seller before puppy is 22 months of age.

Upon evidence of spay/neuter, AKC and ASCA registration applications are provided to buyer. Buyers who fail to spay/neuter and provide evidence of spay/neuter per contract requirements are in violation of contract terms and are required to surrender puppy to seller at puppy's age 22 months. All costs incurred by seller in recovering puppy are the responsibility of buyer.

### Spay/neuter requirement (performance puppies)

Spaying/neutering is required between the ages of 12 and 20 months, unless keeping puppy reproductively intact is agreed upon in sales contract. Evidence of spaying or neutering must be provided to seller before puppy is 22 months of age. Seller retains co-ownership of puppy until evidence of spay/neuter is provided.

Upon evidence of spay/neuter, full ownership of puppy is transferred to buyer. Cost of registration transfer is the responsibility of buyer.

**Training and socialization**

Buyer is responsible for weekly socialization opportunities for puppy, including exposure to adults, children, other gentle dogs, and public places (after the age of 4 months and recommendation by veterinarian). Participation in puppy manners or puppy kindergarten or beginning obedience classes are required between ages of 5 and 12 months.

**Veterinary Care**

Puppies will receive initial vaccinations prior to transfer to their new home. Validation of veterinary evaluation and healthy condition is also provided between 7-9 weeks of age. Thereafter, veterinary care is the responsibility of buyer.

**Inability to maintain care of puppy**

In the event buyer is no longer able to care for puppy, buyer or his/her designee is responsible for contacting seller to arrange return of puppy to seller.

**Dispute resolution**

Reasonable attempt will be made by seller and buyer to address differences of expectations. Should disagreement persist, any dispute resolution attempts will be filed and resolved in the county of seller's current residence.

Any liability for damages caused by puppy are the sole responsibility of buyer.

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My signature below affirms that I have read this contract and agree to all terms and conditions.

Buyer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Litter owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Payment received: \_\_\_\_\_

Transfer Date: \_\_\_\_\_

**Provided to buyer:**

- Eye clearance                       Health clearance
- AKC registration forms             Evidence of worming treatment or stool test free of ova/parasites
- ASCA registration forms           Vaccination record
- Copy of contract