



Sales Contract & Guarantees

<p>Sire:</p> <p>ASCA Registration: AKC Registration: DNA:</p>	<p>Dam:</p> <p>ASCA Registration: AKC Registration: DNA:</p>		
<p>Seller name and contact information:</p>	<p>Buyer name and contact information:</p>		
<p>Date of Birth:</p>	<p>Puppy release date:</p>		
<p>Buyer's stated puppy preferences</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input type="checkbox"/> Breed quality <input type="checkbox"/> Show quality <input type="checkbox"/> Male </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> Pet <input type="checkbox"/> Performance <input type="checkbox"/> Female </td> </tr> </table>		<input type="checkbox"/> Breed quality <input type="checkbox"/> Show quality <input type="checkbox"/> Male	<input type="checkbox"/> Pet <input type="checkbox"/> Performance <input type="checkbox"/> Female
<input type="checkbox"/> Breed quality <input type="checkbox"/> Show quality <input type="checkbox"/> Male	<input type="checkbox"/> Pet <input type="checkbox"/> Performance <input type="checkbox"/> Female		
<p>Puppy registered name:</p>			

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 27 months
 - Elbow or other joint dysfunction: x-rays performed between puppy age 24 and 27 months
 - Cancer, epilepsy, hemolytic disorder, thyroid disorder identified before age 30 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 30 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. 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 is provided 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, or condition of, or quality of puppy. No guarantees other than those expressly offered in this contract are offered.

Incentives for puppy development

Seller offers some incentives (see attachment 1) for achievement of specific titles, training or performance.

Co-ownership Terms (show/breed quality puppy only)

Co-ownership terms depend upon the type of contract and are added to the contract prior to sale.

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 at time of transfer of puppy to puppy buyer, or before puppy reaches 12 weeks of age, whichever comes last. Registration applications for puppies sold on pet contracts are provided after buyer presents evidence that puppy is spayed/neutered.

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 are received. Seller will make recommendations as to the fitness of specific puppies for buyer's intended roles.

Puppy transfer

Puppy transfer arrangements and all transportation-related 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 for puppies not transferred to buyer by 10 weeks of age.

Payment

One half purchase price is due at time of contract signing. Remaining purchase price is due before puppy is transferred to buyer. In the event no puppy matches buyer's stated expectations, full refund of all payments is made within 10 weeks of litter whelping date.

Post-purchase Requirements

Registration

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

Spay/neuter requirement.

All puppies are sold initially as co-owned by buyer and 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 within ASCA nor AKC. 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 provision of evidence of spay/neuter of puppy, seller will relinquish co-ownership of the puppy to buyer and buyer assumes full ownership. Cost of ownership

transfer is buyer's responsibility. 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 by puppy age 20 mo. All costs incurred by seller in recovering puppy are buyer's responsibility.

Training and socialization

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

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.

Care and maintenance

Buyer must

- o Accept full responsibility and liability for and all damages caused by or related to puppy in any way
- o Maintain a pet license as required by buyer's local government entities
- o Provide annual vaccinations per buyer's veterinarian's recommendation
- o Provide safe and comfortable lodging and protection for puppy at times, throughout puppy's lifetime
- o Provide preventive dental and medical care at buyer's expense
- o Report to seller the results of all genetic and health-related testing

By providing my signature below I attest that I have read, I understand, and I agree to all terms of this contract. If buyer is under age 18, parent or guardian must also sign contract as co-buyer.

Buyer signature: _____ Date: _____

Co-buyer signature: _____ Date: _____

Litter owner signature: _____ Date: _____

Payment received: _____

Transfer Date: _____

<p>Provided to buyer (date) :</p> <table><tr><td>_____ Eye clearance</td><td>_____ Evidence of worming</td></tr><tr><td>_____ Vaccination record</td><td>_____ Health clearance</td></tr><tr><td>_____ AKC registration forms</td><td>_____ ASCA reg. forms</td></tr><tr><td>_____ Copy of signed contract</td><td></td></tr></table>	_____ Eye clearance	_____ Evidence of worming	_____ Vaccination record	_____ Health clearance	_____ AKC registration forms	_____ ASCA reg. forms	_____ Copy of signed contract		<p>Provided to seller (date):</p> <table><tr><td>_____ Deposit</td></tr><tr><td>_____ Purchase amount</td></tr><tr><td>_____ Evidence of spay/neuter if required</td></tr><tr><td>_____ Other: _____</td></tr></table>	_____ Deposit	_____ Purchase amount	_____ Evidence of spay/neuter if required	_____ Other: _____
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_____ Other: _____													

Attachment 1: Incentives for puppy development

Emerald City produces Australian Shepherds with the intent of furthering the development of the breed, promoting quality in health and temperament. We strive for smart, biddable dogs, with both an “on” switch (they are eager to work) and an “off” switch (they can relax indoors): In other words, dogs you will enjoy living with and training with. We hope to place puppies in homes where their talents can be polished. In that spirit we offer incentives to prospective buyers to develop a working relationship with the dog. Incentives are valid through the puppy’s 6th birthday.

We will do our best to give you an honest evaluation of the puppy’s temperament and the type of work or environment for which the puppy may be best suited. Regardless of the type of puppy you select you are under no pressure nor obligation to compete with the dog, if you choose not to do so.

PRICE (below) & Incentives offered by seller to buyer (right)	AKC or ASCA Conformation Championship incentive paid	ASCA or AKC Open Obedience or Advanced Rally Title	Two ASCA Open Herding Titles	ASCA WTCH PACH ATCH
Pet Price: \$1800 Spay/neuter required. No registration provided until evidence of spay/neuter is completed	NA	NA	NA	NA
Performance Price: \$2000 Spay/neuter required. Co-ownership required until proof of spay/neuter. Registration papers provided at time of sale. Full ownership transfer provided with proof of spay/neuter.	NA	\$200 each title, to a maximum of \$400	\$200	\$300
Junior Handler Price: \$1500 (co-ownership) (Yes, incentives may exceed the purchase price. This is my gift to encourage our Junior Handling program. Additional sponsorships may be available.)	\$100 ASCA Ch \$100 AKC GCh \$100 GCH Bronze \$200 GCH Silver \$300 CGH Gold \$1000 GCH Platinum	\$100 each title (eg. \$100 ASCA CDX + \$100 AKC CDX)	\$200	\$300
Breed/show Price: \$2800	\$100 AKC GCH \$100 ASCA Ch \$100 GCH Bronze \$250 GCH Silver \$250 CGH Gold \$500 GCH Platinum	\$200 each title, to a maximum of \$400	\$200	\$300
Work/Service Dog price: \$2000 Search and Rescue Drug detection Seeing Eye Dog Hearing companion Other approved service role	Upon completion of a training program that has been approved by breeder, one-half sales price is refunded to buyer. Upon completion of one year of active service in field of training, remaining purchase price is refunded to buyer, and buyer is awarded full ownership.			