

Double T Mini Aussies

Purchase Agreement and Health Guarantee

Thank you for choosing to become part of the Double T Family! This contract is written for the protection of both Breeder and Buyer, but most importantly, to protect the health and general well-being of the dog.

This agreement is made between the Breeder and the Buyer for the purchase of the following dog:

Date: _____ Breed: ASDR Miniature Australian Shepherd

Gender: _____ DOB: _____ Color: _____

Other Markings: _____

ASDR Litter Registration #: _____

Sire: _____ Registration#: _____

Dam: _____ Registration#: _____

The Breeder (Double T Mini Aussies) is selling the above dog for a total price of \$ _____. The Buyer (buyer name) is giving a deposit of \$ 500.00 and has a final balance of \$ _____ due to Breeder upon release of the dog to the Buyer/Shipper. The expected date of release is _____. **The Buyer understands the deposit is NON-REFUNDABLE because it is a commitment to buy the dog.** Buyer will forfeit the deposit and ownership rights to the dog if Buyer does not make full payment within one week of the dog's expected release date. After that time, the Breeder may sell the dog to another party. **The dog will not be released for shipping or any other transport or exchange until payment in full is received. There will be a \$10 per day charge for dogs kept over 1 week past the agreed release date, unless release date is delayed by Breeder.** If Breeder cannot provide the dog for any reason, the deposit will be transferred to another dog of similar value. **Buyer understands that any transport costs are the responsibility of the Buyer.** _____ Buyer's Initials

This dog is being sold with _____ **FULL** _____ **LIMITED** registration.

FULL registration: The dog is being sold with **Breeding Rights**.

LIMITED registration: The dog is being sold as **PET ONLY**, with a spay/neuter agreement.

Please initial next to each numbered paragraph below to acknowledge that you have read and agree

Breeder's Representations

1. **Health Guarantee:** The Breeder takes pride in producing healthy dogs with wonderful temperaments for loving homes. The Breeder guarantees the dog to be in good health at the time of the sale. The dog will have been vet checked, be current on all age-appropriate vaccines and worming at the time the dog is released. The Breeder further guarantees, for the lifetime of said dog, that this dog to be free from the inherited genetic disease tested for, which impairs normal life span, good health, and full function as a pet. If such an inherited defect should occur and be diagnosed in writing by a qualified veterinary specialist, the Breeder will replace this dog with a dog of similar quality upon the return of the dog at the Buyer's expense, or refund the purchase price at the Breeder's option, provided the dog has not been injured or neglected. The Breeder is not responsible for any veterinarian bills or shipping/travel costs incurred by the Buyer. This guarantee does not cover any health issues caused by neglect or injury from the buyer or his/her agent. This guarantee does not include minor illnesses and health issues such as colds, allergies, communicable diseases, internal or external parasites or umbilical hernias,

cancer or other major illnesses, accidental death, theft or any other loss beyond the Breeder's control. However, the Breeder will disclose any known illnesses or health issues prior to the sale.

2. **Breed Guarantee:** The Breeder guarantees this is a purebred dog, offspring of the purebred sire and dam referenced at the top of this agreement.
3. **Breeder's Lifetime Commitment:** The Breeder requires being offered first option to take the dog back at any time during the lifetime of the dog. With this commitment, the Buyer should **NEVER** consider surrendering the dog to an Animal Shelter, or re-homing it without the permission of the Breeder. The dog shall not be euthanized in a non-emergent situation without prior discussion with the Breeder. The Breeder will not issue a refund or provide another puppy to the Buyer unless the dog's return falls under the Breeder's Health Guarantee.
4. **Release of Papers:** If the dog is sold with full registration/breeding rights, the Breeder will register the puppy with ASDR, with the Buyer's choice of name (with the prefix of "Double T or Double T's) and the papers will be sent to the Buyer by ASDR. If the dog is sold with limited registration, the Breeder will send in the registration papers within 10 business days of receiving proof of spay/neuter of the dog.
5. **Fitness of Purpose:** This dog is bred as a companion animal. Although the dog may be capable of excellence in competition, work, therapy/service, show ring and/or breeding, no warranty is provided by the Breeder as to its fitness for any specific purpose. The Breeder assumes no responsibility for training difficulties or behavior problems. Buyer is responsible for providing proper training and continuing socialization. Breeder does not and cannot guarantee size of the dog at maturity, conformation, coat color, temperament, or eye color.

Buyer's Representations

1. **Payment:** Payment is due in full prior to the Breeder releasing the dog to the Buyer or transport. Payment must be in the form of cash or an agreed electronic method, in advance to ensure funds clear. If the dog is to be shipped, all costs associated with shipping/transport including suitable crate, air fare, health exam and certification, etc. must be paid in full prior to Breeder releasing the dog.
2. **Veterinarian Health Check:** The Buyer agrees to have a licensed veterinarian check the health of the dog within 3 business days after delivery of the dog. This is to ensure the Buyer's confidence in the health of the dog and to establish a veterinarian relationship. Documentation of vet check must be provided to the Breeder within 10 days, for the Health Guarantee to be honored. If there is a problem with the dog's health, the Buyer may elect to keep the dog, assuming all costs for its care, or may return the dog according to the Breeder's Health Guarantee. Should the dog die unexpectedly within the 2-year time frame, a necropsy must be performed, and a diagnosis of an incurable genetic illness must be proven to be the cause of death. Certified copies of necropsy results and any paperwork regarding the death must be provided to the Breeder to qualify for the Breeder's Health Guarantee to be honored.
3. **Spay/Neuter:** Unless the Breeder has sold the dog with full registration/breeding rights, the Buyer will engage a licensed veterinarian to spay/neuter the dog by the age of 24 months. To receive the dog's registration papers, the Buyer must send proof of alteration to the Breeder at the email address doubletminiaussies@gmail.com.
4. **Buyer's Companion:** The Buyer agrees that the dog will live with the Buyer as his/her companion. The Buyer also agrees that he or she is not an agent for another person or business in this purchase.
5. **General Well Being:** To prevent unfortunate accidents and for the dog's general well-being, the Buyer will maintain the dog in an adequate enclosed area and will not allow the dog to roam at will. The Buyer **WILL NOT chain** or tether the dog in the yard or keep the dog permanently in a kennel as research shows that this causes anti-social behavior in dogs. Buyer will engage in socialization activities, proper training and enrichment to prevent undesirable/anti-social behaviors from developing. If undesirable/anti-social behaviors develop, Buyer will invest in the proper training to correct those behaviors by any means possible before they create a risk to the dog's well-being. Also, the Buyer will provide quality nutritious food and necessary health care by a licensed veterinarian, including appropriate worming, heartworm preventative, flea/tick prevention, and all recommended vaccinations.

6. **Transfer of Ownership:** The Buyer will not sell, give or release this dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or any agent for these. If the Buyer wishes to transfer the dog to another breeder or owner, the Buyer must receive the Breeder's permission in writing.
7. **Indemnity:** Buyer agrees that if his/her actions or failure to act result in any claim, suit, loss, damage, injury, death, or liability, the Buyer will defend, indemnify and hold Breeder harmless and will pay all the Breeder's cost and expenses including reasonable attorney's fees, any amount paid in settlement and any award or judgement.
8. **Release of Claims:** The Buyer releases the Breeder from any and all liabilities or damages caused by this dog after release to the Buyer. These damages include, but are not limited to, destruction of property and/or physical damage to any person.
9. **Limitation of Actions:** Any action or claim brought by the Buyer against the Breeder for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
10. **Jurisdiction:** The Buyer agrees that he/she understands this contract fully and that this contract is in the jurisdiction of the State of Alabama, Lee County, in which the Breeder resides or does business.

Mediation and Arbitration

Mediation and arbitration lower any potential legal costs for both the Buyer and the Breeder. If a dispute arises under this contract, the Buyer and the Breeder agree to first try to resolve it with the help of a mutually agreed upon mediator in the jurisdiction of this contract. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both the Buyer and the Breeder. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Buyer and the Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence or business location of the Breeder, under the rules of the American Arbitration Association. Judgement upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

Entire Agreement

By signing below, I (the Buyer) state that I have read the document "Miniature Australian Shepherds: What You Need to Know", and I understand the challenges that may come with owning a Miniature Australian Shepherd. I state that if for any reason I am unable to properly care for or keep this dog that I will return him or her to the Breeder. If the dog is returned within the first 30 days, only half of the purchase price will be refunded after the puppy has been placed in a new home. The other half will cover the cost of re-advertisement and upkeep of the dog until it has been placed in a new home. If the dog is returned after 30 days, there will be no money refunded. This contract represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises, or representations, verbal or implied, unless specifically states in this written agreement.

The Breeder and the Buyer to each receive one copy of this agreement signed by both parties.

Buyer: _____ Date: _____

Breeder: _____ Date: _____

The Buyer to sign below the Breeder's copy of this contract upon receipt of the dog from the Breeder.

I acknowledge that I have received the dog referred to in this contract into my possession.

Buyer: _____ Date: _____