



MAS/Miniature Australian Shepherds, AKC & ASDR Registered Dogs.

1 year health guarantee & contract. Our dogs are *DNA tested, *MDR1 tested. *NAD tested.

Seller: Whiskeytown Aussies and Buyer: _____ agree to enter this contract under the following binding agreement. Puppy being sold:

DOB: ____/____/____ **Sex:** Male: ____ Female: ____

Sire: _____

Dam: _____

Seller and Buyer agree that the above-described puppy is a purebred MAS/Miniature Australian Shepherd and is being sold as **pet/companion** quality with **no breeding** rights unless otherwise specified. Seller will provide the application necessary for registration with the **American Stock Dog Registry** and/or the **American Kennel Club**.

Deposit/Refunds: Deposits will be taken on a first-come, first served basis. To reserve a puppy, an initial deposit of \$500 is required. There shall be NO REFUNDS of the deposit. If the puppy you are looking for is not born your deposit will roll over to the next litter until your puppy is born. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the puppy to some other Buyer and retention of the deposit or any other payments is meant to compensate Seller for loss of other options to find a suitable home, loss of income and extra expenses. This deposit signifies the intent on the part of the Buyer to follow through with the purchase of their puppy.

Purchase Price/Payment: Buyer agrees to the total payment of \$_____ in purchasing the puppy described above. Seller will accept a % of dog, nonrefundable* deposit to hold puppy in Buyers name until full payment is received. Deposit can be made through **Apple Pay, Venmo, Zelle, Cash, Check or Wire**. Deposit Paid \$_____. The puppy will need to be paid for in full before puppy is given to Buyer. Final payment must be made with cash only at puppy pick up/delivery.

Payment Provisions: Payments made cannot be disputed for any type of payment reversal. All Money/payments placed on a puppy are NON-REFUNDABLE. We have a strict NO Credit Charge Back Refund Policy, and Any Buyer who attempts to dispute a transaction will lose all money placed on their puppy and any rights to purchase a puppy from us now and in the future.

Health Guarantee: The Seller guarantees this puppy to be of sound health, and of stable temperament having been well socialized, at the time of the sale. The puppy will have received its first set of vaccinations, be microchipped and dewormed. The puppy will have been examined by a licensed veterinarian before leaving Sellers care. The Seller will provide an in depth health chart along with documentation, records and recommendations that may be helpful in The Puppy Folder. The Buyer has seventy-two hours to have the puppy examined by a licensed veterinarian for general health from date of delivery: _____. (excluding weekends and/or holidays). Failure to do so will result in any and all warranties being canceled. Seller accepts no liability for any communicable diseases after 72 hours from when the puppy leaves the possession of the Seller. If puppy does not pass a general health exam, Buyer agrees to notify breeder within 72 hours and provide a copy of the original signed licensed veterinary statement of health with Sellers name. Minor, treatable problems such as Diarrhea, Coccidiosis, Giardia, Fungal Infections. Internal and External Parasites, Dehydration, Hypoglycemia, Kennel Cough, or any condition that can be corrected by a veterinarian treatment and any other preventable conditions are not covered. Buyer acknowledges that Seller is not responsible for Buyers veterinary expenses at any time or under any circumstance.

We provide a one (1) year health guarantee for life-threatening health issues (valid) until the puppy's 1st birthday. Illness must be documented in writing by a licensed vet within 72 business hours. The Seller must be made informed of the examination that indicates that at the time of sale, such animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation by a licensed vet. If the puppy was in fact unfit for purchase Buyer may return the puppy for an exchange of equal value and the failure to do so within 72 hours will result in the cancellation of a replacement puppy. The seller will offer a replacement puppy of comparable value and no money will be refunded. This is subject to availability, breeders first choice for breeding program then the buyer second. Conditions not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. In the event of a life-threatening condition the affected puppy must be returned with all veterinary documentations at the Buyers expense. The Buyer understand that a replacement puppy will only be given if it's discovered to be a hereditary problem and not due to an accident or illness. The Seller guarantees the puppy against fatal viruses for 72 hours. These include Distemper, Parvo, and Corona. It does not include Coccidia and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening. If the puppy should die from a suspected congenital defect within 12 months of its birthdate, an autopsy must be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the Seller will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must be provided with the Seller's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis. In the event there are no puppies available at that time, the buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available.

The Buyer understands that all guarantees expire one year from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. The buyer is responsible for the transportation cost of the replacement puppy. This contract will only be valid while the seller is breeding MAS/Miniature Australian Shepherds. Should the Seller discontinue breeding dogs, this contract shall be void. This contract is between the Seller and Buyer(s) signed

below. If this puppy/dog is sold to a third party, this contract shall be void. Under no circumstances will the money be refunded.

Vaccinations: Your puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued to maintain the one (1) year Guarantee outlined, the Buyer must have all immunizations done by a licensed veterinarian and provide proof of treatment to Seller upon request.

Limitation Provisions to Genetic Disease(s): Any puppy purchased from us must show a life threatening hereditary defect by 12 months of age. Dogs older than 12 months are not covered under this guarantee. If after the Buyer discovers a life-threatening condition within a year of purchase and the owner wishes to retain the puppy the owner, then waives the right to a replacement puppy unless otherwise agreed upon in writing from the Breeder stating the Buyer may keep their original puppy and receive a replacement puppy. Shipping charges on any replacement puppy is the responsibility of the Buyer. If the puppy is found to have a life threatening/hereditary condition that required the dog to be euthanized, documentation by the Buyer's veterinarian must be provided to the Seller and must show a serious untreatable medical issue to warrant the dog to be euthanized.

Buyer's Responsibility: The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping the puppy/dog parasite free and up to date with vaccines, proper nutrition, which consists of a good quality dog food, fresh water at all times and teeth cleanings as needed to ensure longevity of life. The Buyer promises to provide a safe environment for the dog and never allow the dog to roam freely without proper fencing or supervision. The seller is not liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase.

Limitation of Guarantee: Seller cannot guarantee adult size, eye or fur color, conformation, reproductive ability, testicles descending, retained teeth, personality, ear standing, potty training ability, proper bite, coat quality, length, and weight, hernias of any kind, physical flaws, or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only, based on Sellers experience. The buyer acknowledges that there is no guarantee on final adult weights, actual size, color, or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering including undescended testes. We do not warrant against any condition caused by carelessness, negligence, or abuse.

Pickup/Delivery: We always encourage you to personally pick up your fur-baby if possible. We are happy to meet you half way when we are available for a fee based on distance and time. We are also open to delivering puppy to your home if we are available at that time. We have a private puppy delivery service. These prices start at \$200. Both Buyer and Seller agree to have a scheduled puppy pick up/delivery plan in place when the puppy is 6 weeks of age. Sometimes puppies become ill during travel due to stress, all of which are out of our control. If your puppy should become nauseous or ill during travel and need medical care upon arrival home, Buyer will be responsible for all medical bills. It is out of our control, although we do everything that we can to prevent this and make your fur-baby's travel as comfortable as possible!

A Forever Home - First Right To Refusal: In the event the buyer is unable to keep this puppy for any reason, the buyer agrees to offer to the seller the first chance to take this puppy back. Buyer agrees that under no circumstance is this puppy to be sold to a pet store, laboratory, research facility, or surrendered to an animal shelter, pound, or offered for free to any private individual through an ad placed in a newspaper, magazine, website, or other form of advertizing.

Buyer's Printed Name:

Buyers's Email:

Buyer's Full Address: _____

City: _____

State: _____ **Zip:** _____

Buyer's Phone: _(____)_____-_____

Buyer's Signature: _____

Date: ____ / ____ / ____

Seller's Signature: _____

Date: ____ / ____ / ____

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