

Purchase Contract for Cooper Creek Aussies

This contract is between seller, **Cooper Creek Aussies** and the

Buyer(s): _____

Deposit Placed Date: _____ Amount of Deposit: _____

Date of sale: _____ Total Amount of Price: _____

Remaining balance of _____ to be paid by _____.

***If the balance is not paid by said date buyer will forfeit rights to puppy and not receive deposit back.**

***All Deposits are non-refundable.**

Puppy Information:

Name: _____ DOB: _____

Sex: _____ Color: _____

Sire: _____ Dam: _____

Health Guarantee:

All puppies sold by Cooper Creek Aussies come with a two year genetic health guarantee; consisting of diseases included in the Australian Shepherd Disease Panel through Canine Health check, Congenital and/or Hereditary Diseases and Conditions.

***Replacement puppy of equal value, NO CASH REFUNDS!**

Replacement puppy must be the same color and sex as original dog purchased.

***To the best of the knowledge of Cooper Creek Aussies, said puppy/dog is in healthy, sound condition as far as the eye can see at the time of the sale by Cooper Creek.**

***Buyer has 72 hours from the time of delivery/pickup to have a vet check done on above named puppy/dog to insure/qualify for this health guarantee.**

***Vet check will be at the buyer's expense and must be done by a
Licensed Veterinarian.**

- Buyer must retain Vet documents showing dates and procedures of the Vet check for future reference.
- Health guarantee does not cover the finding of any parasites, internal or external as this is a treatable condition.
- In the event that a problem that is life threatening due to genetic disease, excluding transferrable/contagious virus's (example: Parvo) arise within

72 hours, the puppy will be replaced at equal value in the next available litter.

- Buyer must provide a letter from a licensed Veterinarian that states the condition of the said puppy.
- Buyer is required to have a Licensed Veterinarian administer 2-3 more puppy vaccines (depending on the age of delivery of pup) to above named puppy and administer yearly boosters and stay current on Rabies Vaccine.
- The first Parvo shot, Neopar, will be given by Cooper Creek at 7 weeks or when the puppy is at least 3.5 pounds.
- If said puppy is still in Cooper Creek's care at 10 weeks of age Cooper Creek will have a Licensed Vet administer the second set of shots at the expense of buyer. This will be added to the total of said puppy.
- Buyer will have a licensed Veterinarian administer yearly combo vaccines.
- Rabies Vaccine will be administered by a licensed Veterinarian by 16 weeks of age and kept current for life of said puppy.
- Seller recommends that puppy/dog be kept current on Kennel Cough vaccine as well.

Cooper Creek is in **NO WAY** responsible for any vet bills or costs incurred after puppy leaves the care of Cooper Creek Aussies.

If buyer fails to have veterinarian check done within above time frame or fails to continue vaccination schedule stated above, this Health Guarantee will be considered NULL & VOID for said puppy/dog.

Seller: _____ **Buyer:** _____

Full Rights Guarantee:

Buyer will receive quality dog free of defects including:

-Heart defect, faulty bite beyond breed standards, cryptic orchid, eye defects.

If said dog ends up having a defect or condition that does not permit the said dog to be bred, a replacement dog of equal value will be issued for the same color and sex as the original purchase.

Buyer must provide seller with any and all documentation necessary for proof from a Licensed Veterinarian on such dog that states why the said dog is not breeding sound.

*The original purchased dog will be either returned to seller at the buyer's expense or proof of altering or petted out, for a minimum of \$500, and

funds received are to go to seller, or buyer has option to alter and keep as a pet and pay \$500 for the replacement.

*The original purchase must be returned or altered (spayed or neutered) before replacement will be picked and provided.

*Proof of altering must be provided by a Licensed Veterinarian.

*Pictures documenting the altering must be provided to the Seller.

*Shipping and registration on the replacement dog is the Buyers responsibility.

****Faulty Bites**

If said dog develops an off bite from the time it leaves seller possession; buyer must wait until said dog reaches one year of age before a replacement would be done. Said dog must be seen by a licensed vet and prove documentation and pictures of the off bite to the seller before moving forward with replacement.

****Ear Set**

~Ear set is defined on how the ears are set on the head and how they hang. We cannot guarantee ear set.

~Faulty ears in the show ring are prick ears and hound/hanging ears

~Faulty ears are not covered in guarantee as replacement because they can come out of nowhere. Prick ears are known to be caused by excess calcium in diet or teething and are out of our control.

No other guarantees, verbal or implied will be considered.

Breeding rights of said puppy have been purchased:

☒ YES

☐ NO

Buyer Initial: _____

Seller Initial: _____

Spay/Neuter Contract: *(Pet Only purchases)*

- The seller Cooper Creek Aussies agrees to sell and the buyer agrees to purchase the above stated puppy/dog under a spay/neuter contract. The buyer has bought said puppy at a PET only price and agrees not to breed the above pup. Permanent ownership of this puppy is contingent upon buyer's compliance with this addendum.
- This agreement is made and entered into on ____/____/____ between seller; Cooper Creek Aussies and _____ referred to herein as the buyer.
 - The buyer will have this puppy spayed/neutered by the time the puppy is 7 months of age. Proof of spay/neuter

must be sent to Cooper Creek within 2 weeks post-surgery. In the event that the puppies health does not allow this agreement to be honored buyer must provide with a documented statement from a licensed Veterinarian confirming that above referenced puppy is not yet in physical condition for surgery. Based upon the veterinarians statement the buyer will contact the veterinarian and establish the earliest date the procedure can be performed. Buyer must notify the Cooper Creek of the established date and provide proof of follow through of the later surgery with Veterinarian proof of spay/neuter. **(All veterinarian information such as name, phone number and receipt of procedure must be provided to Cooper Creek)**

******Failure** to comply with this agreement within the defined time frame stated above unless otherwise agreed to in writing will be considered a breach of contract and buyer will be responsible at the buyers' expense to return the referenced puppy back to Cooper Creek and will not be entitled to a refund or any other compensation for any reason.

If this puppy is a female and not spayed per contract and becomes pregnant at any point there will be a \$3,000 fine in which must be paid to Cooper Creek for breach of contract if buyer wishes to keep the said female and her puppies otherwise female and any puppies produced must be returned to Cooper Creek at buyers expense as stated otherwise in above paragraph.

In addition, buyer agrees to pay any and all fees, including but not limited to legal fees, courts cost, veterinarian exams, etc. incurred by Cooper Creek and its agents to enforce this contract.

In case of litigation the venue shall be in Walnut Ridge, AR at the Lawrence County Court House.

The buyer acknowledges that by signing this contract, they are agreeing to all terms and conditions.

Buyer Printed Name: _____

Buyer Signature: _____ Date: _____

Seller Printed Name: _____

Seller Signature: _____ Date: _____

Final Payments:

- All deposits are non-refundable.

- Payment methods: Venmo, Facebook Messenger, Cash or Bank Transfer.
- In the case of death or injury while still in the care of Cooper Creek, the deposit will be refunded in full.
- If the buyer decides the said puppy is no longer what you want, there will not be a deposit refund. (Deposit may be transferrable to a future puppy if decision is made prior to the said puppy reaching 5 weeks of age.)

Holding Puppies:

We will hold puppies until 10 weeks of age free of charge.

If puppies are kept past 10 weeks of age; buyer will be responsible for;

- Any routine care to keep puppy up to date on vaccinations and preventative care.
- Any vet costs incurred with International Shipping Requirements.
- Puppies kept past 10 weeks of age will have a boarding fee at \$5.00 per day.

Shipping/Delivery:

- ❖ Puppies will not ship until 8 weeks of age.
- ❖ All shipping costs will be the sole responsibility of the buyer and will be shipped in temperature controlled cargo or via pet nanny only. Ground transportation must be vetted by Cooper Creek prior to authorization.
- ❖ Seller **WILL NOT** be held responsible for death or injury of said puppy due to negligence or carelessness of any airline or other live animal carrier, its agents or employees, or the buyer.
- ❖ Any negligence or carelessness occurring once puppy leaves the sellers possession will VOID the 72 hour health guarantee.
- ❖ Shipping in the lower 48 states:
 - Seller will arrange shipping that works with buyers' schedule.
 - Crate, insurance and health certificate is the responsibility of buyer to pay for and will be due before the puppy/dog leaves sellers possession.
- ❖ International Shipping:
 - Buyer is responsible for arranging Pet Nanny or Reservations.
 - Buyer is responsible for all shipping costs associated to include but not limited to: International Health Certificate, and additional Veterinarian costs incurred with shipping requirements, cargo reservations, Pet Nanny Fees, etc.

Registration:

- * Cooper Creek dogs are registered with ASDR or AKC, or both.

Said puppy is registered through _____

- * All of our puppies will carry our Cooper Creek name within their registered name. Example: "Cooper Creek Shadows in the River"
- * All litters will be pre-registered by seller.
- * Buyer is responsible for individual registration and will be provided with the puppy's registration number once proof of spay/neuter is provided from a licensed Veneration or if bought with breeding rights registration information will be provided once the puppy leaves Cooper Creek's possession.

Severability:

Should a judge or arbitrator in any court of competent jurisdiction deem any part of this contract unenforceable, this shall not affect the enforceability of any remaining provisions.

Attorney Fees:

- If suit action, arbitration, or mediation is instituted to interpret or enforce the terms of this purchase contract or with respect to any dispute under the purchase contract, the Seller is entitled to recover from the buyers:
 - ~ The sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceedings, at trial, on any appeal or petition for review, and in any bankruptcy proceedings including the adjudication of any issues peculiar to bankruptcy law, in addition to all other sums provided by law.

Contract Jurisdiction:

- This contract shall be constructed and enforced to the laws of the State of Arkansas.
- It is agreed the place of venue shall be Lawrence County, Arkansas.
- All reasonable attorney fees incurred will be the responsibility of the Buyer.

This contract is valid only for the original buyer of the said puppy.

Acceptance of Contract:

I, the undersigned buyer, have read, understand, and agree with all the terms and conditions set forth in this purchase contract.

Buyer Signature: _____ Date: _____

I, the undersigned seller, have read, understand, and agree with all the terms and conditions set forth in this purchase contract.

Seller Signature: _____ Date: _____

FAILURE TO SIGN & ABIDE BY THIS CONTRACT MAKES ALL GUARANTEES NULL & VOID

Seller Information:

Kennel Name: Cooper Creek Aussies

Breeder: Paula Perkins

City: Smithville

State: Arkansas

Zip: 72466

Phone: (501)412-1235

Email: paula.perkins@outlook.com

Buyer Information:

Name: _____

Address: _____

City: _____

State: _____

Zip: _____ **Phone:** _____ **Email:** _____