

**SAZBRAT AUSTRALIAN SHEPHERDS
KELLY ENGLISH
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SALES AGREEMENT & GUARANTEE

Buyer:	Sire:
Buyer address & phone:	Dam:
Date of birth:	Puppy AKC #
Puppy Sex:	Puppy ASCA #
Puppy Color:	Puppy Microchip #

In consideration of the sum of \$ _____ the seller hereby guarantees and conveys one Australian Shepherd dog described above to _____ under the following warranties and conditions and no other warranties or conditions either expressed or implied, except by mutual agreement and amended to this contract at time of sale.

GENERAL TERMS OF THE AGREEMENT

The seller guarantees that this dog is in good health and temperament at the time of the sale. This puppy/dog must be taken to the buyer's veterinarian for a complete physical within 72 hours (not including weekends or holidays) of receipt of the puppy/dog. If the puppy/dog is found to be ill during this exam, the buyer has the right to return it for a full refund. A letter must accompany the puppy/dog stating what the illness or physical problem is and it must state that the veterinarian feels that this problem existed before the sale date. The buyer agrees to prevent this puppy/dog from coming in contact with any other dogs, except those in the new owner's home and agrees to limit exposure to areas where strange dogs have been until the vet visit. Said puppy has received initial vaccination, deworming, microchip, and had eyes cleared by a board certified canine ophthalmologist prior to sale. Adult dogs are current on all vaccinations and have had a full veterinary examination to determine the dog is in good health.

The seller further guarantees the puppy/dog to be:

- A good representation of the Australian Shepherd breed as according to the ASCA or AKC breed standard in both type and temperament.
- Free of crippling hip and elbow dysplasia
- Free of blinding hereditary eye defects
- Free of idiopathic (hereditary) epilepsy

Terms of replacement are as follows:

- A full refund will be given for any puppy/dog returned in good condition during the first 72 hours.
- If said dog is found to be afflicted by hip/elbow dysplasia, buyer agrees to furnish seller with written documentation of such via a report from the Orthopedic Foundation for Animals (OFA). Pending written verification of these anomalies, seller agrees to give buyer a replacement puppy/dog of equal value at no charge as soon as one becomes available. Guarantee does not apply to dogs that are found to be obese or have been sterilized prior to 2 years of age. There will be no cash refund. Buyer has the option of retaining ownership of afflicted dog or returning dog to seller. If the buyer retains ownership, the puppy/dog must not be allowed to reproduce.
- If the said dog is found to be afflicted with a blinding hereditary eye defect, buyer agrees to furnish seller with written documentation of such via a report from a board certified canine ophthalmologist. Pending written verification, seller agrees to give buyer a replacement puppy/dog at no charge as soon as one becomes available. There will be no cash refund.
- If said dog is found to be afflicted with idiopathic (hereditary) epilepsy (not from environmental causes), buyer agrees to furnish seller with written documentation of such via a report from a licensed veterinarian. Pending written verification, seller agrees to give buyer a replacement puppy/dog at no charge as soon as one becomes available. There will be no cash refund.

The seller will provide AKC/ASCA registration papers upon purchase of said puppy/dog or after all the terms of the contract have been satisfactorily met. If this dog is to be co-owned the seller will be the 2nd co-owner and remain on the dog's papers until all the terms of this contract have been met.

The buyer agrees to use the kennel name **“Sazbrat”** at the beginning of the dogs registered name. No other kennel name will be used without the consent of the seller.

Buyer agrees to alert seller if at any time buyer becomes unable to provide a home for said dog. Buyer understands that seller is ALWAYS willing to take back said dog. Seller further agrees that at no time can the buyer give away or sell said dog without the express consent of the seller.

If the seller agrees that this dog should be offered for sale for any reason, the seller has the first refusal right at fair market value.

The buyer agrees that this dog NOR any of it's offspring will be given, sold, or traded to any person or establishment dealing in wholesaling of dogs or illegal activities which involve dogs. This includes research facilities, hospitals, humane societies, auctions, or pet shops, and dog fighting owners.

The buyer agrees to provide proper care and treatment to ensure good physical and mental health for this dog. The buyer agrees that the puppy/dog will:

- Reside at the home of the buyer
- Have access to a fenced yard, and not be chained or tethered
- Be provided with proper indoor housing
- Be provided a high quality diet
- Be provided proper veterinary care
- Be provided exercise
- Be provided enriching mental stimulation
- Be groomed on a regular basis
- At all times wear a current state dog license or some form of current ID

Buyer also agrees that this puppy/dog will not be used as a guard dog for any business. The seller shall not be held responsible for acts of the puppy/dog, which occur due to the buyer's negligence.

The buyer agrees to notify the seller of any address change or buyer's contact information. Buyer agrees to update new microchip information for puppy/dog within 2 days.

Seller recommends that buyer wait until at least two years of age to spay/neuter.

The buyer agrees to educate themselves and the buyer's veterinarian about the dangers of multidrug sensitivity in Australian Shepherds.

Problem drugs include but are not limited to :

- Ivermectin (antiparasitic agent)
- Loperamide
- Doxorubicin
- Vincristine
- Vinblastine
- Cyclosporin
- Digoxin
- Acepromazine
- Butorphanol

Potential problem drugs:

- Ondansetron
- Domperidone
- Palitaxel
- Mitoxantrone
- Etoposide
- Rifampicin
- Quinidine
- Morphine

Buyer further agrees to alert seller of any AKC/ASCA, or other organizations of titles earned. Buyer may make notification through mail, telephone, or email.

The buyer agrees to keep an open line of communication with seller in order to help make the animal's life the best possible and to inform the seller aspects of said puppy/dog that might affect the sellers future breeding or placement decisions.

Statement of contract agreement: I/we have read the contract and agree to abide by all the terms contained in it. I/we further understand its contents and also understand that failure to comply with any part of this contract might result in cancellation of the guarantee or legal action against the buyer. **If at any time the seller is aware of a negligent, unsafe, or abusive treatment of this puppy/dog, the seller will remove said puppy/dog and all ownership will transfer back to the seller.**

Seller:	Buyer:
Date:	Date:

Additional conditions for dogs sold as breeding prospects or co-owns with the seller.

This dog will not be bred before (unless otherwise mutually agreed upon by the buyer and seller):

- He/she has finished his/her breed championship or an open performance title in AKC or ASCA.
- He/she is OFA certified for hips and elbows with a passing rating.
- A board certified canine ophthalmologist clears his/her eyes.

Said dog will not be used for breeding unless it is approved by the breeder. Any get produced by this dog either willfully or by accident, while it is co-owned with the seller, without the seller's consent will not be registered.

If the buyer spays/neuters the above bitch/dog without written consent from seller, while it is co-owned by the seller, the buyer will pay a penalty to the seller in the amount of \$5,000.00 US funds.

Additional terms for bitches:

Seller reserves the bitch back for ___ litter(s) to be bred to the sire of choice of the seller only. The entire litter and expenses will be the responsibility of the seller **OR**

A total number of _____ pick puppies will be given back to the seller on a co-breeding basis at no cost. Pick puppies are defined as first pick or second pick deemed by the seller. The buyer and seller will determine the sire of said litter(s).

Additional terms for dogs:

Seller retains stud service from the above dog with no stud fee to be paid to the buyers. Stud service to be used **ONLY** on bitches owned, co-owned or leased by the seller. Buyer agrees to sign all registration applications. In the event semen needs to be shipped to the seller, it will be at the expense of the seller.

Future outside stud fees will be split 75% seller, 25% buyer, when the seller manages breeding and 75% buyer, 25% seller when the buyer handles the breeding.

Buyer to allow seller access to said dog for future breeding and showing if the seller so desires.

Once all contract requirements have been met, the seller agrees to sign over full ownership to the buyer of said dog.

Buyer:

Seller: