



# Angel Aussies

AngelAussie360@gmail.com

*Carol and Tim Storbeck*

425-268-8517

Stanwood Wa.

## Puppy Sales Contract and Agreement

The following agreement is between the Sellers/Breeders, Carol and Tim Storbeck, and (Name of the buyer as expected on registration certificate) \_\_\_\_\_, hereafter referred to as "Purchaser/ Buyer" for the sale and purchase of one purebred dog of the Australian Shepherd breed.

The Breeder transfers in fee all the responsibilities, privileges, and rights associated with owning a Male\_\_\_\_ or Female\_\_\_\_ dog of the Australian Shepherd breed with limited registration/pet, unless otherwise agreed upon, to the Buyer as of the date specified below.

The total amount paid for the dog is \$ \_\_\_\_\_, of which \$500.00 (five hundred dollars) is a non-refundable deposit. Personal checks will be accepted for deposit, check must clear to be a valid hold on the puppy. The remaining balance due must be paid for in **CASH ONLY** at the time of pick up in person.

- Puppies/dogs being shipped must be paid for in full plus and all expenses including shipping/transportation and medical documents, by cashier's check before shipping date.

Initials \_\_\_\_\_

- \$500.00 (five hundred dollar) non-refundable deposit will be made to breeder to hold a puppy/dog. The deposit will not be refunded for any reason unless the breeder cannot deliver a puppy. Buyer agrees that Buyer will forfeit the "Holding Fee" and any rights to the puppy/dog if Buyer fails to complete the purchase of the dog for any reason.

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### Use of the dog:

It's agreed between the Breeder and Buyer that this canine is being purchased as a family companion or for tasks fitting to its breed such as a therapy dog, search and rescue, herding, or AKC conformation and performance events.

We agree that the dog is not purchased for resale, nor will it be used or trained for activities that are illegal or for which it is not suited by reason, temperament, or conformation. Specifically, it will not be used as a guard or attack dog, or to hunt or fight other animals.

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### Health:

The Seller guarantees the dog to be in a healthy condition and is free from defects at the time of sale. The Breeder requires Purchaser to have the dog seen by a veterinarian of Purchaser's choice within 72 hours of picking up the dog.

If a puppy is determined to be unhealthy in the first 48 hours by a licensed veterinarian, Seller will accept the canine back to be replaced by an equal value puppy or a full refund of the purchase price. Breeder may consult with veterinarian of their choice, to confirm findings, then the dog must be returned with Registration papers signed back to the Breeder and documentation from veterinarian who determined the puppy unhealthy before replacement dog or refund can be processed.

The Breeder warrants that both the sire and dam's hips and elbows have been evaluated by the Orthopaedic Foundation for Animals (OFA) in the US. The dogs have the grade of "Good" or better by OFA and are free of canine hip dysplasia. A veterinary ophthalmologist has examined their eyes and is certified by the OFA to be free from genetic eye problems.

- Since environmental variables such as serious injury to the back or legs, strenuous exercise, running with a dog in their first year of life or spay/neutering too young, can play a role in developing dog's hips and elbow joints, **no further guarantee is given**. Buyer agrees to limit strenuous exercise and running to give developing joints time to develop properly for the first year of life.
- Buyer understands that any uncontrolled factors such as temperament, potty training abilities, size of the dog, length of hair, color of eyes, regrowth of dew claws, cannot be guaranteed because they can change as the puppy develops.
- In the case of mistreatment, neglect, malnourish, injury or physical alterations, no refund or exchange will be offered. If the dog is found to be in this case the Buyer will agree to surrender the dog back to the breeder.

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#### **Registration:**

The breeder certifies that the dog is eligible for registration under the Regulations of the American Kennel Club as a purebred Australian Shepherd and will provide the proper forms for such registration.

If the dog is purchased as a pet, limited registration will be given and dog will need to be spayed or neutered by 1 year of age or at a time recommended by Veterinarian.

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#### **Ownership Responsibilities:**

The Buyer agrees to provide a lifelong commitment to care and health of the puppy/dog. Buyer agrees to provide a comfortable, safe, and humane environment, with proper nutrition and fresh water available at all times. Buyer agrees to train and offer adequate exercise, with consideration of dog's developing joints to limit running puppies before one year of age and not breeding females (if given breeding rights) before 2 years of age. Buyers are to offer proper grooming, prompt medical attention

to include vaccines against infectious diseases and parasite treatment by a certified veterinarian and overall responsible care.

The dog will be properly registered and strongly encouraged to get permanent identification by microchip or tattoo.

The dog will only be allowed to roam in a safely fenced yard. Initial \_\_\_\_\_

**Spay & Neutering:**

Dogs will be purchased as pets with a limited registration, unless otherwise agreed upon, and should be spayed/neutered by one year of age or as recommended by a qualified veterinarian.

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**Right of Recovery/Placement:**

If the Buyer becomes unable to keep the dog or provide a suitable home as per this contract, the dog will be returned to the Breeder and unless otherwise agreed upon ,will forfeit all moneys paid to the seller.

The Buyer agrees to notify the Seller if any problem or situational change arises and will not leave the dog in a shelter, sell, or be given away. If the Seller finds out that the dog has been sold or given away without being informed by the Buyer, the Seller will take legal action, and the Buyer who signed this contract will be held responsible for all legal expenses incurred.

This represents the entire agreement between Seller and Buyer in an (Outright/Co-ownership or Limited Registration) sale.

Agreed to this date \_\_\_\_\_ of 2023

Breeder: **Carol and Tim Storbeck** Date: \_\_\_\_\_

Address: 7410 206<sup>th</sup> St NW Stanwood Wa 98292

Phone/E-mail: 425-268-8517 / Storbeckfamily@gmail.com

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/E-mail: \_\_\_\_\_

