

Magical Toy / Miniature Aussies Puppy Contract

Seller:

Shawna McElwain's Magical Toy Aussies
16603 Munger Rd.
Byron, NY 14422
Email: magicaltoyaussies@gmail.com
(585)208-3465



Buyer:

Name _____ (Buyer)
Residing at: _____ City: _____
State: _____ Zip: _____ Phone # _____
Email: _____

Puppy Description: _____

DOB: _____ Sex: _____ Markings: _____

Sire: _____

Dam: _____

ASDR REGISTRATION # _____

This puppy is a purebred Toy /Miniature Australian Shepherd. Registration papers with American Stock Dog Registry (ASDR) will be included as part of this agreement. Registration papers will be provided to the buyer upon full payment of the puppy. This puppy is sold as a pet quality puppy only with spay / neuter contract. Puppy is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose. Not warranted for any breeding or exhibition.

PURCHASE PRICE:

Purchase Price: \$ _____

Shipping: \$ _____

Deposit Paid: \$ _____ (non-refundable) Date Paid: ____/____/____

Balance of \$ _____ to be paid in cash at the time the puppy is picked up. Payment must be paid in full before shipment of any puppy/dog. Breeding rights are given to approved situations on occasion.

Buyer will pay all shipping and miscellaneous expenses associated with the transport of puppy.

Puppy Pick-Up Date: _____

SPAY / NEUTER AGREEMENT:

By my signature below, I agree to have this puppy spayed/neutered by no later than 10 months, or 44 weeks on ____/____/____, and I understand that this spay/neuter agreement is an agreement that this puppy will not produce a litter of puppies either as purposely bred or by accidental breeding. Accidental breeding is considered neglect and the puppy/dog will be returned to the breeder and all puppies born from any breeding, accidental or otherwise, will become the property of breeder. You also agree that should puppy not be spayed/neutered that you will return said puppy back to breeder with no refund for purchase price, or that breeder has the right to seize said puppy back from the buyer.

*Buyer's Initial: _____ Seller's Initial's: _____

Failure to provide to the breeder the proof of spay/neuter of this puppy by 10 months of age, on ____/____/____, you are also entering into agreement that, should puppy not be spayed/neutered that you, the buyer, will return said puppy back to breeder and the purchaser will deliver or pay to deliver the puppy and return it in good health to the breeder and surrender puppy to breeder without financial restitution or

compensation of any kind. If not spayed/neutered, before the date above.

*Buyer's Initials: _____ Seller's Initial's: _____

HEALTH GUARANTEE

Seller guarantees puppy is sound and free of disease at time of transfer of said dog/puppy to buyer for a period of three days. Seller will provide records of inoculation and deworming to Buyer. BUYER agrees to have said puppy examined by a licensed small animal veterinarian within 48 hrs. from receipt of puppy.

If the puppy is found to be in poor health during this time BUYER will have the option to return the puppy at SELLER'S expense for a full refund. Seller has the right to request a second opinion from a non-associated vet. If buyer decides to keep the dog/puppy, buyer will assume all expenses involved with said dog/puppy. The health guarantee is void if BUYER neglects to have a veterinarian examine said puppy/dog within the three day period.

- At no time will the seller be responsible or obligated to pay for veterinary care not agreed upon in advance.
- Under no condition and at no time during the life of the dog/puppy will SELLER pay or assist in paying veterinary expenses after the animal is purchased. Including expenses related directly or indirectly to any inheritable/genetic defects.
- Breeder will replace (of equal value) with signed statement from a licensed veterinarian for the following:
 1. Failure to pass a veterinary exam within the two day post purchase exam.
 2. Failure to receive a passing rate on hips within the first 12 months of age from the Orthopedic Foundation for animal. Seller will not be responsible for the cost of the testing.
 3. Failure to clear genetic testing negative for Collie Eye Anomaly (CEA), Cone Degeneration (CD), Degenerative Myelopathy (DM), Hereditary Cataracts (HC), Hyperuricosuria (HUU), Multidrug Resistance 1 (MDR1), Multifocal Retinopathy 1 (CMR1), Neuronal Ceroid Lipofuscinosis 6 (NCL6), Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration (PRA-PRCD). Seller will not be responsible for the cost of testing. (Parents are tested clear on full aussie panel)
- If puppy/dog is used for breeding in any manner there will not be any replacements and all conditions in this contract will be void.
- Seller shall not be held responsible for the development of disqualifying faults, diseases, viruses or disorders, which are due to the buyer's neglect.
- Seller guarantees that puppy has received all recommended vaccines and will provide health records to the buyer.
- Health guarantee is VOID if the buyer uses any IVORMECTIN product.
- Health guarantee is VOID if buyer trains for agility and allows puppy to jump over 1 foot before 12 months of age. (Good rule of thumb is if they can't jump up by themselves, they can't jump down by themselves)

GENERAL:

SELLER RESERVES THE RIGHT TO REFUSE THE SALE OF ANY PUPPY. Seller has the right to stop breeding at any time.

- Payments by check must be received 10 days prior to pick up or shipping of dog/puppy.
- Buyer agrees this contract is not transferable.
- Should buyer choose to break any of the above portion of this agreement, the remainder of sellers guarantee will be considered null and void.

This contract may not be altered, modified or rescinded unless agreed in writing by both Buyer and Seller.

Sellers signature: _____ Date: _____

Buyers signature: _____ Date: _____