



PUPPY CONTRACT

PLEASE READ

If you purchase a puppy from Monica Kirkwood, you are agreeing to this contract whether you sign it or not.

Seller, Monica Kirkwood and (Buyer) agree to enter into this contract under the following binding agreement:

Puppy described below has been sold to buyer on (date) for \$
A deposit of \$ was received on (date) leaving a balance of \$
to be paid before puppy leaves premises of the seller. Puppy must be 8 weeks old before shipping or pickup. Payments may be made by cash, money orders, or PayPal (if paying with PayPal, an additional 3.5% will be added to cover fees).

Puppy is described as:

Sire: Dam:
Date of birth: Sex: Color:

DEPOSITS: Deposits received before a litter is born may be refundable/transferable if a specific color or sex is unavailable. Buyer may choose a full refund of deposit or use the deposit towards the next available litter. Order of received deposits determines order of buyer's choice. First come, first serve. Otherwise, deposits are not refundable. Deposits are applied towards the final purchase price.

SHIPPING: If puppy is to be shipped, buyer is responsible for all shipping costs. This includes airfare, travel crate, and a veterinary health certificate. If shipping is outside of the United States, other fees may apply.

OUR HEALTH GUARANTEE: Seller warrants the puppy to be in healthy and sound condition at the time of sale. Puppy will receive its first set of vaccinations, and have been dewormed at least twice. Buyer has 72 hours to have the puppy/dog examined by a licensed veterinarian for general health from the date of delivery: (excluding weekends and/or holidays). Failure to do so will result in any and all warranties being cancelled. 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 the general health exam, buyer agrees to notify breeder within 72 hours and provide a copy of the original signed licensed veterinary statement of health. Minor treatable problems such as diarrhea, coccidiosis, parasites, hypoglycemia, etc. are common problems in puppies, especially under stress of new circumstances, and will not be covered by this warranty although every effort is made to prevent this. Buyer acknowledges that Seller is not responsible for Buyer's veterinary expenses at any time or under any circumstances.

Seller also warrants this puppy free from "genetic defects", that would prevent the puppy from being a companion animal, until the puppy reaches one year of age. If this puppy is found to have a genetic defect of this kind, this must be verified by a licensed veterinarian. In the case of a hereditary hip deformity, a copy of written notification must come to the Seller from Orthopedic Foundation of Animal (OFA). In case of a genetic eye deformity, written notification must come to the Seller from a Board Certified Veterinary Ophthalmologist. If a "genetic disorder" is found, the puppy shall be returned to the Seller at the Buyer's expense and Seller will then replace the puppy with one of the same sex and coat color from the first available litter (puppy to be determined by Seller). If Buyer should choose to keep the puppy, it must be neutered or spayed at Buyer's expense and proof of that alter will be sent to Seller. The buyer will then be able to purchase another puppy, of their choice, from the Seller at 'A the purchase price of the original puppy. Under no circumstances will money be refunded.

This contract will only be valid while the Seller is breeding Australian Shepherds. Should the Seller discontinue breeding, this contract shall be voided. This contract between the Seller and Buyer(s) signed below. If this puppy is sold to a third party, this contract shall be voided.

GENERAL: It is our sincere intention that none of our dogs are ever taken to a shelter. If at any point in the future, the Buyer cannot keep this puppy/dog, the Seller agrees to assist in finding this animal a new home. At any time, the Buyer may surrender the dog back to the Seller.

Puppy is warranted only for the purpose of being a pet/companion animal although it could be suitable for other functions, such as showing or breeding, no warranty is being given for that purpose.

Seller cannot guarantee adult size or conformation of the puppy/dog. Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy/dog. Buyer shall assume full responsibility for the health, temperament, and appearance of the puppy/dog upon leaving the premises of the Seller.

Also, Buyer must follow the regular vaccine, deworming, and heartworm schedule for the first year of the puppy/dog's life. Failure to do so causes this contract to become null and void. Puppy/dog will be up to date on all vaccinations and deworming when it leaves the premises of the Seller and those records will be provided to the Buyer.

In case of litigation, the venue will be Guadalupe County, TX.

Buyers Name:

Buyers Signature:

Date:

Buyers Address & Telephone:

Sellers Name: Monica Kirkwood

Sellers Signature:

Date:

Sellers Address & Telephone: