Copper Creek Aussies

Buyer's Contract

Contract between the seller, Samantha Ballew/Copper Creek Aussies, and the Buyer, \_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_.  Said puppy/dog is sold to buyer on\_\_\_\_\_\_\_\_\_, at the total price of $\_\_\_\_\_\_\_\_\_.  A deposit of $\_\_\_\_\_\_\_was placed on said puppy/dog on the date of\_\_\_\_\_\_, leaving a balance of $\_\_\_\_\_\_\_to be paid before said puppy ships or is picked up by the buyer.

Buyer's Address: ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer's Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy Birth Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Born: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeding Rights:   YES \_\_\_     NO \_\_\_   Puppy’s Registration # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyers Initials \_\_\_\_\_\_\_\_\_\_\_

Seller and Buyer agree that the above described puppy is a purebred Toy/Miniature Australian Shepherd. The kennel prefix “Copper Creeks” must be used as the first words of the pups registered name if used for breeding. Puppies bought with FULL breeding rights will be provided with FULL rights on their registration papers which will be transferred to Buyer as soon as the association (ASDR) has returned them to Seller. Seller will provide paperwork necessary for registration with the ASDR to qualified puppies based on the guidelines stated above.

Purchase Price: Buyer agrees to the total fee of $\_\_\_\_\_\_\_ in purchasing the puppy described above. Seller requires a nonrefundable deposit of $300 to hold puppy in Buyer's name until full payment is received. Payment may be made by cash or money order.

To the best of my knowledge, the Breeder, said puppy/dog is in healthy and sound condition at the time of sale.  Buyer has 72 hours from the time of delivery/pickup: \_\_\_\_\_\_\_\_\_ (excluding weekends and/or holidays) of said puppy to have a licensed veterinarian perform a vet check on the puppy. Minor treatable problems such as diarrhea, coccidiosis, parasites, 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. For any reason that said puppy does not pass buyers vet check performed by a licensed veterinarian, buyer is to contact seller immediately to discuss findings within the 72 hour time frame and provide a copy of the original signed licensed veterinary statement of health. If buyer fails to have a vet check completed within the 72 hour time frame – the parties agree that any guarantee will be considered null and void.

Health guarantee: Our health guarantee does not cover any parasite (internal or external), coccidiosis or diarrhea as these are a treatable condition. Only untreatable, genetic diseases or defects will be considered.  Seller warranties this puppy free from “genetic defects”, such as hip dysplasia, deafness, and serious eye defects that would prevent the puppy from being a companion animal, until the puppy reaches one year of age. If said puppy is found to have a genetic defect of this kind, this must be verified by a licensed certified veterinarian. In the case of a hereditary hip deformity, a copy of written notification must come to the Seller from Orthopedic Foundation for Animals (OFA). In case of a genetic eye deformity, written notification must come to the Seller from a Board of Certified Veterinary Ophthalmologist. If a “genetic disorder” is found, the puppy/dog, as described above, shall be returned to the seller at the Buyers 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 the Seller).  If the Buyer decides to keep the puppy, the puppy must be neutered or spayed at the Buyers expense and the Buyer will have the option to purchase another puppy of their choice at 50% off the individual puppies listed price.  Under no circumstances will money be refunded.  Additionally, the Breeder will not be responsible or obligated to pay any veterinary expenses at any time.

This contract is between the Seller and Buyer(s) signed below. If this puppy/dog that’s described above be sold to a third party, this contract will be void.

Buyer is required to have a licensed veterinarian administer the next three sets of puppy vaccines to said puppy when puppy is nine, twelve, and fifteen weeks of age. Puppy will then be on his adult shot schedule including rabies and heartworm. Said puppy will come with records indicating the puppy has received the first set of shots and worming - administered at six weeks of age. Buyer agrees to follow the regular vaccine, deworming, heartworm and flea treatment schedules for the life of the puppy. If buyer fails to continue such schedule as stated above, the parties agree that this contract will be considered null and void. Buyer must keep shot records from your licensed veterinarian.

Said puppy is warranted as being of PET QUALITY only!  This does not mean that said puppy is or is not capable of performing other roles:  such as showing and of breeding quality.

Breeder strongly recommends that the Buyer spay or neuter said puppy. If used for breeding, the Breeder asks that the Buyer do so responsibly. Breeder recommends that males be at least one year of age before being used for breeding and females at least one year of age and have had at least one prior heat cycle before being bred.  Ideally, Buyer should wait for their puppy to reach two years of age to make a true assessment of the breeding quality of said puppy.

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

The Breeder is in no way responsible for any vet bills made after puppy/dog leaves the care of the Breeder.  In the event that a problem should arise with said puppy, buyer should contact breeder immediately.  Each case is dealt with individually as every situation is different. Seller will not refund money in any situation.  Shipping is always the responsibility of the buyer, even in the event a puppy is to be sent back and/or replaced.  Any and all vet bills are the responsibility of the buyer.  NO exceptions.

It is the Breeders sincere intention that none of their puppies are EVER taken to a shelter.  If at any point in the future, the Buyer cannot keep this puppy, the Buyer agrees to surrender the dog back to the Breeder at the Buyers expense.

Any money placed on a live puppy is non-refundable and non-transferable for any reason. The Buyer has read and understands the foregoing and agrees that all parts constitute a binding agreement with the Breeder.  The undersigned agree to uphold all covenants of this agreement.  In the event of litigation, the venue shall be Montgomery County, Tennessee.  All parties mutually agree that all lawyer fees shall be paid by the buyer.

Please note: Any puppy that has not been picked up by 9 weeks is subject to a boarding fee of $10.00/day unless otherwise discussed with the Breeder.  After this age, all expenses acquired for the purchased puppy are the responsibility of the buyer.

Breeder Signature: Date:

Buyer's Signature:                                 Date:

Purchase Price:                          Shipping Price:

**When you purchase a puppy from me, you are**

**agreeing to my contract whether you sign it or not.**