

SPOTS N SPLASHES RANCH

PUPPY SALES AGREEMENT

This Contract/Agreement is made by and between Spots N Splashes Ranch and the Buyer(s), for a Standard Australian Shepherd.

BREEDER: Carena Bolton

Address: 30517 S Lynn Marie Ln, Colton, OR 97017

Phone: (971) 282- 2825

Email: SpotsNSplashes@gmail.com

BUYER:

Address: _____

Phone: _____

Email: _____

REQUESTED PUPPY:

Date of Birth				
ASDR	ASDOR-	AKC	DN	
ASCA	E	UKC		
Gender	Male	Female		
Body Color	Red	Black	Red Merle	Blue Merle
Trim	Copper	White	Both	None
Collar	Full	Partial	Front	None
Blaze	Full	Narrow	Stripe	None
Additional Color	Tickling	Dilute	Dilute Spots	
Eyes Color	Right:		Left:	

Puppies will be released to their new homes at 8 weeks old.

PARENTS OF REQUESTED PUPPY:

	Sire	Dam
Call Name		
Registered Name		
Registered with		
Color/ Markings		

SELLER GUARANTEE:

Seller certifies that this puppy is of purebred quality. The breeder has applied for litter registration and individual dog papers with AKC, ASCA, and ASDR. The registration applications for AKC, ASCA and ASDR will be issued to the buyer upon receipt of the puppy.

This contract is an enforceable and binding contractual agreement between the seller, Spots N Splashes Ranch, and the buyer, for said puppy.

Sold to the buyer on _____, _____ at the total price of \$ _____. A non-refundable and non-transferable deposit of \$ _____ was placed on said puppy on the above date, leaving a balance of \$ _____ to be paid to the seller before the puppy is shipped or picked up by the buyer. Once the puppy has left the premises of Spots N Splashes Ranch, there is no refund of the deposit or balance, and we cannot accept the puppy back on to the premises of Spots N Splashes Ranch.

The base price is for PET QUALITY only. However, this does not mean they are not SHOW OR BREED QUALITY. Breeding rights are available for an additional fee of **\$1000**. These can be purchased later if the breed standards are met.

Decline Breeding Rights at this time: IN here: _____

PRICE:

Sales Price: \$ _____ .00

Breeding Rights: \$ _____ .00

Deposit: - \$ _____ .00

Balance: \$ _____ .00

This Australian Shepherd puppy is sold as: Buyer(s) Initial here: _____

HEALTH GUARANTEE:

Seller certifies that this puppy is, to the best of my knowledge, in good health and sound condition at the time of sale. Each puppy comes with a certificate of health from our veterinarian. All puppies are on a strict medical program including vaccinations, preventative shots, scheduled de-worming, parasite control, and high quality / high protein dog food.

1. This animal was in good health at the time of delivery, and health is guaranteed for a period of 3 days (72 hours) from the time of delivery or pick-up. We highly recommend that you take the puppy to your veterinarian within this time period to verify that it is in good health. If the buyer fails to have a health check per-formed by a licensed veterinarian within 72 hours or fails to continue the vaccines as stated above, this contract will be considered NULL AND VOID. Please keep all shot records.
2. General health information will be provided verbally by the Seller, which includes information on diet, shots, worming, bathing, and any other treatments given this dog at the time of sale.
3. Buyer is required to administer two additional vaccines to said puppy. A minimum of a 5-Way (Parvovirus, Parainfluenza, Hepatitis, Adenovirus II and Distemper) vaccines must be given at 12 and 16 weeks of age, following the initial vaccines already given by the breeder.
4. Any form of mange or skin disorder is not covered in this Health Guarantee by the seller.
5. Seller shall not be responsible for the development of non-genetically derived disqualifying faults, diseases or disorders that are due to the Buyers negligence. Sell makes no guarantee regarding loss of the dog due to accidental death or theft.
6. Seller is in no way responsible for any vet bills incurred after the puppy leaves the care of Spots N Splashes Ranch.

7. This pet is guaranteed against the following defects:
- A. Hip Dysplasia - The hips must be x-rayed before the age of 28 months and given a rating of no less than borderline by the Orthopedic foundation for Animals (OFA), (or equal rating with Penn Hip) for replacement puppy guarantee. Sellers reserve the right to request a second set of x-rays and resubmission to OFA before a final determination is made (at our expense).
 - B. Genetic diseases such as cardiac anomalies or bleeding disorders that would render the animal unfit for its purpose. Buyer(s) must provide the Sellers with a signed statement from a licensed veterinarian stating exactly what the defect is, whether it is hereditary, congenital, or acquired, and that the puppy cannot be used for its originally intended purpose.
 - C. If during the exams for the above health concerns the puppy passes away, an autopsy, at the buyer(s) expense, should be performed to determine cause of death. If an autopsy is not performed a replacement puppy will not be granted.

We Do Not Guarantee: roundworm, tapeworm, hook, or whipworm removal, as this is normal routine puppy care. We also do not cover Coccidia, giardia, Parvo etc. as these conditions are not considered hereditary or congenital. Seller cannot guarantee the adult height or weight of any puppy. Sellers will replace the puppy with one of equal or lesser value directly related to availability at the Sellers choice should one of these conditions occur. Seller reserves the right to have a veterinarian of his or her choice evaluate the puppy's condition.

Seller shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases or disorders that are due to Buyer's negligence. Seller makes no guarantee regarding loss of the dog due to accidental death or theft.

ADDITIONAL PROVISIONS AND TERMS OF SALE:

1. Terms and Conditions: Buyer(s) agree that the "SNS" Name will be used in naming said puppy with the registry(s).
Buyer(s) Initial here: _____ Date: _____
2. Buyer certifies that the puppy will live with the Buyer, be confined by a secure, fenced yard and will have adequate exercise, maintain said puppy on puppy grade pet food, for at least one year to ensure proper health, growth, and well-being of said puppy and necessary health care from a licensed veterinarian, including all annual checkups and needed vaccinations.
3. Seller strongly recommends that Buyer attend obedience classes with the puppy and provide proper socialization opportunities for the puppy. Seller shall not be held responsible for the actions of a puppy that are due to Buyer's negligence. Seller will not guarantee temperament if said puppy is secluded and un-socialized. This breed is very loyal, loving and makes a great companion that can fit any home that will provide adequate care, love and plenty of activity.
4. Seller recommends neutering (males) and spaying (females) at age of six to nine months, unless puppy is to be bred or is intended for breeding purposes. Altered dogs typically live a healthier life and generally have fewer behavioral problems. Sellers are not responsible for replacement of puppy should injury or if death occurs during the surgical procedure.
5. Buyer agrees to retain ownership of the puppy for a minimum of fourteen (14) days. Initial here: _____
6. Buyer agrees to inform the seller if the buyer intends to sale or transfer ownership to a third party. FIRST OPTION to resume full ownership must be given to the seller at a price and/or with terms mutually agreed upon by both parties. The deposit is non-refundable but can be transferred at a later time. The dog is required to be returned with the registration papers and any/ all medical records. The seller has ten (10) days to accept or reject this right of first offer. If the puppy or dog is sold or transferred to another party; buyer agrees to provide contact information of the new owner so that the puppy agreement can be transferred to the new owner(s).
7. This puppy should not, at any time in his/ her lifetime, under no circumstances to be placed in a pet shop, animal shelter or similar establishment. Under no circumstance is the puppy to be used in dog fighting or similar activities. We have the right to rescue this puppy if we find that it is being mistreated, neglected, or abused and you do not voluntarily return it. Also, any mistreatment, neglect or abuse of the animal automatically voids all guarantees given by us.

8. Should the buyer be unable or unwilling to fulfill any of the above provisions, or if this dog is seized by any local authority as having been neglected or abandoned, the seller retains the right to reclaim this dog without compensation. The buyer agrees to pay the seller all expenses, including court costs and reasonable attorney fees, in enforcing the terms and provisions of this contract. Canines are livestock and therefore cannot be returned for any reason other than those stipulated in the health agreement or additional terms and provisions sections of this contract. All sales are final.
9. If voluntary arrangements are made by the seller to repossess the puppy due to the buyer's inability to retain possession, all costs for shipping are the sole liability of the buyer.
10. Sellers will furnish the following:
 - A. An application for new registration for adults/puppies that have not been previously registered
 - B. Vaccination record
 - C. Vaccination Schedule
 - D. Information concerning the breed
 - E. Puppy Kit (toys, treats, food, collar and a leash)
11. Puppies may be picked up after 8 weeks of age. If you are picking up your puppy, you must do so by the time he or she is 9 weeks old. If you do not pick up your puppy by the time he or she is 9 weeks old without prior arrangements, the puppy will be resold and any money paid will not be refunded and can be applied to a future litter. If puppy needs to be picked up later than 8 weeks, we offer a hold fee for \$100 per week. To be paid at the time the puppy is 8 weeks. This covers the extra cost of care, such as vaccinations, de-worming, food, etc.
 - A. Hold Fee needed for _____ weeks. \$ _____ due _____. Initial here: _____
 - B. Estimated Pick up Day: _____, _____
12. Seller shall not be responsible for death or illness of said puppy due to negligence or carelessness of any airline or other live animal transporter. Balance is to be paid in full two weeks before puppy is shipped or picked up. Shipping or miscellaneous charges associated with transport of replacement puppy will be the Buyer's responsibility. **Shipping an 8 week old puppy will cost approximately \$900.00** (subject to increase or decrease without notice). All shipping will be scheduled through World Care Pet Transport. Spots N Splashes Ranch will do everything it can to accommodate the buyers schedule, but the puppy's comfort and well-being will be our first consideration.
13. Please check the type of transportation:
 - A) Live animal transporter _____
 - B) Buyer to pick up _____

ACCEPTANCE:

To the best of the Sellers knowledge and ability, they have represented this puppy honestly and in accordance with the Australian Shepherd Club of America (ASCA) Breed Standard. However, it is sometimes difficult or impossible to tell at an early age how a puppy will turn out.

This contract is under the jurisdiction of the State of Washington. The Sellers disclaim any and all other warranties and guarantees, whether expressed or implied, except those described above. The guarantees given in this Contract will be honored only to the Buyer(s) listed in this Contract and are not transferable to subsequent owners. The liability of the Sellers shall not, in any case, exceed the purchase price of this animal. In the event of any dispute, it is agreed that the place of venue shall be Clackamas County, Oregon. All attorney fees shall be paid by the plaintiff.

The undersigned buyer hereby acknowledges having read the terms of the contract and does hereby agree to abide by each of the provisions set forth above. Buyer acknowledges that no canines purchased through Spots N Splashes Ranch shall be used for any illegal purposes. All sales are final.

I HAVE READ AND UNDERSTAND THE INFORMATION ABOVE AND AGREE TO THE SALES CONTRACT AND HEALTH GUARANTEE.

BUYER(S): _____ DATE: _____

BUYER(S): _____ DATE: _____

SELLER: _____ DATE: _____