



PET PURCHASE AGREEMENT

Breeder Information:

Allyson Hill
[REDACTED]

(570)998-9638

www.facebook.com/rosevalleyaussies

www.rosevalleyaussies.weebly.com

Buyer Information:

[full name]

[address]

[town, city zip]

[phone#]

[email]

DOG:

REGISTERED NAME: Rose Valleys

BREED: Australian Shepherd

GENDER:

COLOR:

DOB:

AKC#:

MICROCHIP:

SIRE:

AKC#:

DAM:

AKC#:

CLASSIFICATIONS: PET ONLY, to be spayed/neutered between 13 months to 18 months of age at BUYER expense by BUYER's license veterinarian. Breeding rights are NOT transferred with this sale. These terms and conditions are entered into and agreed upon by both the BUYER and the BREEDER as follows:

PURCHASE: Purchase Price: \$_____ ; A non-refundable reservation fee of \$__500__ will be sent to BREEDER to guarantee purchase from BUYER, reservation fee is non-refundable but is transferable to a future litter though no future litters will be guaranteed. The balance of the purchase price shall be paid to BREEDER before the DOG is shipped or delivered, or when picked up at BREEDER's residence. **Balance of purchase price is to be paid in cash.** All shipping and/or transportation expenses for DOG, to and from BREEDER's residence,

and, to and from BUYER's residence, are BUYER's responsibility (this includes meeting part way, also).

Shipping expenses may cover airfare [determined by airline carrier]; health certificate required by airline; crate, shipping kit and materials, all paid by BUYER to BREEDER prior to shipping of DOG.

BOARDING: Should BUYER ask BREEDER to hold DOG, beyond 9 weeks of age BUYER must pay, in full PRICE to BREEDER before DOG will be held. DOG will be held for a maximum of 4 (four) weeks after 9 weeks of age, after which allotted time BREEDER has the right to place DOG back up for sale. No amount of refund will be offered to BUYER, under any circumstances, should BUYER not pick up dog before 4 (four) week limit or BUYER chooses not to take possession of DOG. The cost for additional boarding is \$25 a day.

REGISTRATION: BREEDER hereby agrees to furnish BUYER with LIMITED AKC (American Kennel Club) registration papers the day BUYER picks up Dog from BREEDER. BUYER agrees that the Breeder's kennel name, "Rose Valleys" will be the only pre-fix of the dog's registered name and never be excluded. BUYER agrees that the registered name will not be changed for any reason. Registered name may only be changed by BREEDER. If BUYER purchases the animal with the intent to breed, register the litter(s) with another registry, or breeds unregistered mixed breed, such as doodles, the BUYER understand he/she is in breach of contract and will pay a penalty of \$10,000 payable to BREEDER upon breach of contract & BUYER is responsible for compensating BREEDER of court costs. AKC (American Kennel Club) and ASCA (Australian Shepherd Club of America) are the only two acceptable registrations.

Microchip: BREEDER has had a Microchip implanted and registered with the AKC Reunite. The BREEDERS name shall remain as a secondary contact on the Microchip, with the BUYER as primary contact. Any attempt to remove BREEDER from the Microchip contact information is an immediate breach of contract.

POTENTIAL: DOG is being sold, as is, as a "pet only". BUYER agrees that DOG will not be bred. BUYER agrees to have DOG spay/neutered between 13 months and 18 months of age by BUYER's veterinarian and mail confirmation to BREEDER. Proof of spay/neuter must be provided to BREEDER by 2 years of age.

If the animal is bred at any time during his/her life, either intended or accidental, all warranties are void and BUYER is required to pay the difference in pet and breed price of \$1500.00 in addition to \$3500.00 for damages to the reputation of the BREEDER.

Altered pets may not compete in AKC conformation, but may compete in agility, rally, obedience and/or most dog sports related venues in AKC.

HEALTH: The DOG was previously examined by a licensed veterinarian and was found to be in good health at that time and has had the immunizations enumerated in the health records provided to BUYER. BUYER, at its own expense, must have the DOG examined by a licensed veterinarian within 72 hours. To the best of the BREEDER's knowledge, DOG is in good health, free of known contagious diseases and has had vaccination(s)/de-worming required for its' age at delivery time to BUYER. In compliance of Pennsylvania state puppy lemon law BUYER has warranty of 10 days from date of purchase to return dog for refund of purchase price or receive an exchange animal of equivalent value from BREEDER, if available, in the case of contagious or infectious disease or congenital or hereditary disease; 10 days for parvovirus. Affliction must be documented by licensed veterinarian and copy of diagnosis must be submitted to BREEDER before refund will be released. If BUYER elects to keep DOG, BUYER assumes all cost of care and releases BREEDER of any further

responsibility. All shipping and/or transportation expenses for DOG, to and from BREEDER's residence and to and from BUYER's residence, are BUYER's responsibility. No guarantee of future litter(s).

The health guarantee is null and void if DOG has been physically mistreated, deprived of proper nutrition and/or excessively exercised prior to the time the growth plates of DOGs joints have closed. Excessive exercise would include running/jogging with puppy on leash for more than 15 minutes, running DOG while bicycling, running DOG through agility jumps at full competition height, etc. Normal walking, short hikes, playing fetch and allowing DOG to run off leash and not on pavement is not considered excessive exercise.

BREEDER will not guarantee hips or elbows at this time. Hips and joint problems can be greatly influenced by over feeding, improper diet, failure to maintain proper weight, failure to provide safe **age-appropriate exercise**, over-exercising or improper exercise which would be out of BREEDERS control.

The BUYER should take great care in bringing up the DOG. The DOG should not be allowed to jump from heights greater than the DOG is tall (for example: avoid allowing DOG to jump off a chair or out of a vehicle), run up and down long flights of stairs, do a lot of running on slick surfaces or subjected to strenuous exercise until at least 1 year of age. Before this age the DOG's tendon are not strong enough to sustain the weight from impact, lax tendons allow the hip bones and other joints to bang up against each other causing trauma to cartilage and new bone growth. This can cause dysplasia and elbow problems and the BREEDER will not be responsible for such damage.

DOG was vaccinated against Distemper, Parvo and Bordetella between 7.5 weeks old and 8 weeks old. DOG should receive its next set of shots at 12 weeks old and 16 weeks old, then Rabies should be done at 24 weeks old. I recommend that titers should than be taken after 1 year old in place of the yearly vaccines.

Rabies shots and other shots should be given AT LEAST 2 weeks apart. NO Leptospirosis "Lepto" and No Corona virus vaccines should be given unless you live or do things in a high risk area. Excessive and combined vaccines will jeopardize the health of DOG.

DOG should not be vaccinated in any way other than as set forth above, specifically including vaccinations for Leptospirosis. The "Lepto" vaccine has been proven to be a serious health threat to dogs. The health guarantee is null if an oral flea and tick product (ie Nextguard, Braveto, Simparica, etc) is given to DOG. DO NOT administer those products.

Food: DOG should stay on Inukshuk dog foods, Marine 16 formula, for up to three months after she/he leaves BREEDERS home. Puppies have delicate digestive systems that changing the food my puppy goes home eating can cause severe gastric distress, for example loose bowel movements.

Extended Guarantee: If you continue feeding NuVet Plus Supplements (order code 56323) BREEDER will extend the health guarantee by an additional two years. That would bring the BUYERS health guarantee from two years to four years total. To be covered by this guarantee, the following conditions are applicable and are preconditions: DOG must be owned by original owner named in agreement. In case of sudden death of DOG, BREEDER must receive a written notice of DOGs death from owners' vet, along with necropsy report indicating cause of death.

CARE: BUYER agrees that all medical care of the DOG is at her/his expense beginning when BUYER takes possession of DOG, and during the life of the BUYER's ownership of DOG. BUYER will take all measures to maintain the health and well-being of DOG for as long as BUYER retains ownership. The BUYER will provide a good home with no physical abuse, warm and dry bedding with good protection from the weather and the elements, regular exercise, affection, proper nutrition and health care for DOG which includes inoculations and heart worm prevention as discussed between BUYER & licensed veterinarian. BUYER certifies, by signing this agreement that DOG will live with BUYER as a housedog and will never be tied/staked to a rope, chain or cable. BUYER also certifies, by signing this agreement that he/she is not acting as an agent in this purchase;

BUYER will not resell DOG to another breeder, seller, pet store or medical research facility. BUYER agrees DOG may not be abandoned or turned into a pet store, dog pound, humane societies, or rescue organizations - only to the BREEDER or to a good home BREEDER has agreed to. BUYER agrees to not have DOG euthanized unless under the direct recommendation of a licensed veterinarian, in whose opinion DOG's quality of life has diminished, and euthanasia is the only humane option.

FRAUD: BREEDER reserves the right to null/void this agreement upon the findings of fraud or false information provided by BUYER in an effort to deceive BREEDER as to the intentions of purchase of DOG. In the case of fraudulent or false information, no refund will be given of any money exchanged between BUYER and BREEDER and DOG will not be transferred to BUYER. In certain cases, BUYER understands that BREEDER may report fraudulent occurrence to the proper authorities.

RIGHT TO FIRST REFUSAL: BUYER agrees if he/she cannot or does not wish to keep DOG for any reason, regardless of age, BREEDER must be notified of such decision of BUYER, and BREEDER will have the First Right of Refusal in return of DOG to BREEDER with no monetary settlement or replacement dog after 30 days of purchase. Should BUYER elect to return DOG before 30 days after purchase and there is no physical problem with DOG warranting return, BUYER will be given a refund of purchase price, less non-refundable deposit. All shipping and/or transportation expenses for DOG, to and from BREEDER's residence and to and from BUYER's residence, are BUYER's responsibility. If BREEDER is unable to furnish her home to DOG, she will actively cooperate with BUYER in placing DOG in a proper home. No other conditions, guarantees, or obligations concerning the sale of this puppy applies. If the BUYER needs to return or re-home this dog, the BREEDER will accept the dog back ONLY if the registration paperwork is returned and a health certificate is provided by a licensed vet. The BREEDER must have a way to transfer the ownership back to themselves and they cannot risk the health of their dogs and puppies by taking a dog back without proof of health. BUYER understands they are held responsible for any travel expenses incurred as a result of returning the dog. NO MONEY WILL BE REFUNDED.

Ongoing Communications: Both parties agree to promptly notify the other of any change of address, email or phone number. BUYER agrees to maintain contact with BREEDER regarding the DOG at least once each calendar year, and to reply as promptly as possible to inquiries about the DOG from BREEDER; inform BREEDER of any titles completed by the DOG as determined by the American Kennel Club or other registr(y)(ies) and inform BREEDER of any major change in the health of the DOG throughout the DOG's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. BUYER will, upon the natural or accidental death of the DOG, promptly notify BREEDER of the particulars of the DOGS's death.

By signing below, we agree that we have read, understood, and will abide by all the terms of this contract. BREEDER makes no guarantee regarding loss of the puppy because of accidental death, theft, sickness, etc., or any other loss beyond BREEDER's control once puppy is in BUYER's possession. The Sales Contract is non-transferable. This contract will be interpreted pursuant to the laws of the State of Pennsylvania and jurisdiction and venue to resolve any dispute shall be within the County of Lycoming.

BUYER Signature & Date _____

BREEDER Signature & Date _____