

4 Seasons Toy and Miniature

Australian Shepherds

Contract between the seller, Nicholas Brewer/4 Seasons Toy and Mini 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: _____ Buyer Email: _____

Puppy Birth Name: _____ Color: _____

Date Born: _____ Sex: _____

Dam: _____ Sire: _____

Breeding Rights: ____ YES ____ NO ____ Buyers Initials

Limited Registration (Pet Contract): ____ YES ____ NO ____ Buyers Initials

Please note: Any deposit that has been placed on a live pup is non-refundable for any reason. Any deposit that has been sent as a pre-deposit (litter has yet to arrive) may be transferred to another litter if said litter you placed it on did not have a pup that fit your liking and you "did not select a pup."

Seller and Buyer agree that the above described puppy is a purebred Toy/Miniature Australian Shepherd. The kennel prefix "4 Seasons" must be used as the first words of the pups registered name. Registration papers will be processed after the sale is complete. Buyer will pay a \$20.00 ASDR registration fee to the seller. Seller will register said pup for the buyer when the buyer provides them with the registration name. Once processed, ASDR will forward said dog's registration papers to buyer. NOTE: This can take up to a couple weeks depending on how busy the ASDR Registry is.

**** Limited Registration:** Pups sold on a "PET CONTRACT," with limited registration and sold without full breeding rights, will not receive their registration papers until the Seller has received documentation from a licensed veterinarian stating that said puppy has been spayed/neutered. NOT BEFORE!

**** Full Registration:** Buyers who bought their pup with FULL breeding rights agree to include "4 Seasons" in the first part of the dog's registered name as mentioned above. Buyer also agrees to always use the dogs REGISTERED name in the event of advertising or showing to ensure the pup is

being properly recognized. This includes your own website and all social media sites. Said registration papers will be transferred to Buyer as soon as the association has finished processing them. Seller will provide paperwork necessary for registration with the American Stock Dog Registry (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 50% of purchase price (maximum \$500) to hold puppy in Buyer's name until full payment is received. The puppy will not be delivered until full payment is received and puppy is at least 8 weeks of age. Payment may be made by cash, money order, or by credit card (if paying by credit card {PayPal}, an additional 3% will need to be added to cover Credit Card fees).

☛ To the best of my knowledge, The Breeder, said puppy/dog is in healthy and sound condition at the time of sale. Buyer has 48 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 48 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 48 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 warrants 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. My veterinarian has to be given all vet records and come to the same conclusion as it being a genetic defect. 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, size 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.

🐾 Due to the variety and quality of dog foods available and the fact that all canine illnesses are *not* covered by preventative vaccinations, we require that all 4 Seasons Toy and Miniature Aussie pups be kept on "NuVet Plus Canine." This 100% natural nutritional supplement is made in an FDA Pharmaceutical Lab in the USA and only available through breeder recommendation. It is purchased online or by phone using a designated order code. To order via telephone call 1-800-474-7044 and use Order Code: 86401. To purchase via the internet go to www.nuvet.com/86401. NuVet Labs sends us a monthly report showing which of our 4 Seasons Toy and Mini Aussies are being supplemented with NuVet Plus Canine. Our health guarantee will be considered null and void if you do not keep your pet on this supplement. We work hard to provide you with a healthy, happy puppy so it is your responsibility to keep them that way to ensure a long healthy life.

🐾 This contract will only be valid while the Seller is breeding Toy and Miniature Australian Shepherds. Should the Seller discontinue breeding dogs, this contract shall be void. 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 two sets of puppy vaccines when puppy is nine weeks and twelve weeks of age. Puppy will then be on his adult shot schedule once he turns sixteen weeks of age including rabies and heartworm. Said puppy will come with records indicating that the puppy has received the first set of shots and deworming - administered at six weeks of age. Buyer agrees to follow the regular vaccine, deworming, heart worm and flea/tick 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 warrantied 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. Puppies sold without full breeding rights are to spayed/neutered by EIGHT months of age where Seller requires a copy of the vet visit to be sent as proof of spay/neuter. 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. If the puppy has been sold with full breeding rights, the buyer must pay close attention to the breed standard and code of ethics as described by the American Stock Dog Registry.

❖ 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.

❖ If said puppy is to be shipped to the Buyer, Buyer agrees to pay all shipping costs. Shipping costs to buyer includes: airfare, cost of a crate and veterinary health certificate. Seller agrees to make all necessary shipping arrangements. Puppy will be flown to a destination airport as close to the Buyers location as possible and in the best interest of said puppy. All shipping costs related to any dog being purchased, as well as in relationship to any dog being replaced for any reason, are the responsibility of the buyer. Buyer must pay shipping cost seven days prior to the puppy being shipped. The Breeder shall not be responsible for death of said puppy/dog due to negligence or carelessness of any airline or other live animal carrier, its agents or employees, or the buyer.

❖ The Breeder agrees to provide the Buyer with the puppy's health records, a sample of puppy food, registration paperwork (NOT until all terms of the contract, mentioned above, have been met and followed!), and resourceful information that will assist the Buyer in raising a happy, healthy Australian Shepherd.

❖ 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 as of _____. In the event of litigation, the venue shall be Isabella County, Michigan. All parties mutually agree that all lawyer fees shall be paid by the buyer.

Please note: Any puppy that has not been fully paid for, picked up or shipped by 10 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.