**Windy Plains Aussies**

**Miniature and Toy Australian Shepherds**

**Email: windyplainsaussies@gmail.com**

**Website: www.windyplainsaussies.com**

**Sales Contract**

 **Buyer Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Buyer Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex\_\_\_\_\_**

 **Sire \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **1.) Breeder and Buyer agree that the above described puppy/dog is a purebred Miniature or Toy Australian Shepherd and is being sold as a pet companion ONLY.**

 **2.) The breeder guarantees that the puppy is in good health, and free of communicable diseases. Puppy has received the appropriate vaccinations and been de-wormed per its age. Medical records will be furnished at the time of purchase.**

 **3.) The buyer agrees that the puppy shall be examined by a reputable veterinarian within 3 days of receiving the puppy or this contract will be considered null and void. If puppy does not meet a general health exam, Buyer agrees to notify the Breeder immediately and provide a written statement of health from the veterinarian. Treatable issues such as diarrhea, giardia, coccidia, parasites, worms, hypoglycemia etc. are common problems in puppies however every effort is made to prevent these from happening but are not guaranteed.**

 **4.) Buyer agrees to follow the regular vaccine, worming, heart worm, and flea and tick treatment schedules and provide top quality holistic nutrition for the life of the puppy. Failure to do so will result in this contract being null and void.**

**5.) Breeder guarantees the puppy to be free of hip or eye genetic defects that we are able to test for, till the puppy turns one year old.**

 **6.) In the event that the puppy is found to have a genetic defect as stated above in #5 the Buyer will be required to have it spayed or neutered. Upon written proof from the Buyer’s veterinarian, the Breeder will then replace the puppy of the same sex and coat color from the first available litter. Under NO circumstances will ANY money be refunded. Additionally, the Breeder will not be responsible or obligated to pay any veterinary expenses or shipping a new puppy to the Buyer.**

**7.) Puppy is warranted only for the purpose of being a pet/companion animal, NO BREEDING! Although it could be capable of performing other functions, such as confirmation showing, agility, herding, rally, therapy etc. no warranty is being given for those purposes.**

 **8.) Breeder requires the puppy to be spayed/neutered by 1 yr of age. A copy must be sent to breeder.**

 **9.) Breeder cannot guarantee adult size, conformation or temperament of the 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.**

 **10.) Breeder strongly recommends that the Buyer attend puppy classes to include obedience, clicker or similar training and provide proper socialization opportunities for the puppy. Breeder further recommends that the Buyer crate train puppy, provide adequate exercise opportunities and REQUESTS that puppy not be regulated to a life in a crate or on a chain.**

 **11.) If a puppy is to be shipped to the Buyer, Buyer agrees to pay all shipping costs, which include airfare, cost of a crate, veterinary health certificate and any other exam, or shots required prior to shipping. Breeder 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 the puppy.**

 **12.) 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 contact Breeder to see if the Breeder can take it back or help find another home at that time.**

 **13.) The Breeder agrees to provide the Buyer with the puppy's health records, a sample of food, instructions for feeding, training and grooming recommendations, and resource information that will assist the Buyer in raising a happy, healthy Mini or Toy Australian Shepherd.**

 **The Buyer has read and understands this contract and agrees that all parts constitute a binding agreement with the Breeder. The undersigned agree to uphold all contents of this agreement. In the event of litigation, the venue shall be held in Seward County, NE.**

**Breeder Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_**

**Purchase Price: \_\_\_\_\_\_\_\_\_ Shipping Price: \_\_\_\_\_\_\_\_\_\_\_**

**Please note: the word “puppy” refers to ANY puppy or adult dog being sold by the breeder.**