

## SALES CONTRACT AND BILL OF SALE

This is to certify the sale of one Australian Shepherd dog to:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date of sale: \_\_\_\_\_

Deposit: \_\_\_\_\_

Remaining Balance: \_\_\_\_\_

Date of Possession: \_\_\_\_\_

For the sum of \_\_\_\_\_

Waiting List Fee: \_\_\_\_\_

### DESCRIPTION OF DOG:

Name of dog or whelp number: \_\_\_\_\_

Date Whelped: \_\_\_\_\_

Place of Birth: T & R Australian Shepherds – Stacy, MN

Color: \_\_\_\_\_ Sex: \_\_\_\_\_

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

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

### DEPOSIT:

If the Purchaser cannot take possession of the dog immediately, a deposit of two hundred fifty dollars (\$250.00) will be accepted to hold the animal. The remaining balance will be paid at the time when the animal is released.

### CANCELATION OF SALE:

If the purchaser cancels the sale before taking possession of the dog, 100% of the deposit will be retained as a cancellation fee. Purchasers Initials: \_\_\_\_\_

### REGISTRATION:

Our pups are mainly for bred and raised as companion animals and family pets. Should you decide you would like to show, they are quality bred animals and can excel in sports such as confirmation, herding and agility. Registration papers for ASCA registries will be provided at final sale of puppy and instructions to ILP register with AKC. It is purchaser's responsibility to complete the registration papers and pay any fees to the registries.

**CONDITIONS OF SALE:**

The long-term health and well-being of our Australian Shepherd puppies is the primary concern of us at T & R Australian Shepherds. The conditions of this sale are based, first and foremost, on what is best for the animal, and second on a mutual agreement between the buyer and seller.

T & R Australian Shepherds reserves the right to refuse to sell to any party that we feel is not the right fit for owning an Australian Shepherd dog.

(1) The buyer agrees to have the puppy examined by a licensed veterinarian, at the Buyer's expense, within 3 business days of taking possession of the dog. And, to bring to the attention of T & R Australian Shepherds any health issues that are attributed to the animal's stay at T & R Australian Shepherds within 24 hours of the examination. Failure to do so will void all warranties.

**Purchasers Initials:** \_\_\_\_\_

(2) The Buyer agrees, at their expense, to have this puppy spayed/neutered on or before the age of one year. The above Australian Shepherd is being purchased as a companion animal (pet), and not for breeding purposes.

**Purchasers Initials:** \_\_\_\_\_

(3) The Buyer agrees to provide regular veterinary care as well as the proper daily maintenance to keep the dog in good health. You agree to provide yearly examinations, vaccinations, heart worm test, and any other usual procedures necessary to assure good health.

(4) The Buyer agrees that the dog will reside at your home and will be an integral part of your family. Aussies are social animals and love human contact. Without this human contact, Aussies can and usually will begin acting out. We highly recommend crate-training as a way of keeping the dog safe while it is left unattended for short periods of time, but not as a way of restraining or punishing the dog. Aussies are highly intelligent animals that love to have a routine. Disciplining your self to do certain basic things like feeding, and letting the dog out at the same time everyday will make a much happier dog.

(5) The dog will be kept in a fenced yard. Aussies are territorial and typically stay in their own yard. None the less, we recommend a fenced yard, not only to keep your dog in, but to keep other dogs out. Remember that if you have stray dogs in your neighborhood, an "invisible fence" won't keep them out.... all it will do is trap your dog in his own yard and prevent him from fleeing a fight.

(6) This dog is NOT sold as a kennel dog, and will not live in a full time kennel. If your lifestyle prevents you from spending more time with your dog than without, don't get an Aussie. The dog will not be kept tied, tethered or chained or otherwise abused.

(7) You agree to raise the Dog in an environment of love and attention. Dogs live to serve, and all they want in return is your love and attention. The dog must be handled in such a way as to instill trust in people. The more people that the dog comes in contact with; the more it will learn to trust. Socializing is everything and is best accomplished by walking on a leash.

(8) T & R Australian Shepherds is to be given first option to reclaim the animal if at any time the buyer can no longer retain possession of this dog. T & R Australian Shepherds is to be notified and given FIRST OPTION of resuming full ownership. A fee maybe assessed, as is customary with all shelters, according to the age and condition of the animal. This would take into consideration whether or not the animal is spayed / neutered, as well as the costs incurred by T & R Australian Shepherds in caring for the dog and locating a new home. The buyer will return the dog with the registration papers and any medical records. The buyer will not be reimbursed for the purchase price of the pup.

(9) Under NO CIRCUMSTANCES is the dog to be placed in a pet shop and resold.

(10) Under NO CIRCUMSTANCES is this dog to be used in dog fighting, or any similar activity that could cause injury to the dog.

(11) The Buyer understands that T & R Australian Shepherds has limited information and control regarding the future temperament, habits, and appearance of the dog, and hence does not warrant such.

Failure to comply with the above conditions of sale will be considered a breach of contract. Legal action could be taken to ensure the health and well-being of the animal.

#### **HEALTH GUARANTEE:**

T & R Australian Shepherds guarantees this dog to be of sound health and temperament at the time of this sale. The purchaser agrees to take this dog to a licensed veterinarian of his choice within 3 business days for a physical examination. **Purchasers Initials:** \_\_\_\_\_

Should the dog be determined to be in ill health, the cause of which is clearly attributable to the seller, the dog may upon written diagnosis from said veterinarian, be returned for refund of the purchase price or for another dog of equal value, the choice to be determined by T & R Australian Shepherds. Any veterinarian's diagnosis shall be subject to confirmation by a veterinarian chosen and paid for by T & R Australian Shepherds. Should said veterinarian not concur with the diagnosis, the matter shall be presented to a third veterinarian mutually agreed upon by T & R Australian Shepherds and the purchaser.

#### **WARRANTY**

(1) T & R Australian Shepherds warrants that the above Australian Shepherd is a purebred and the pedigree is correct.

(2) Should a veterinarian diagnose, within the first year of this puppy's life, a hereditary or congenital disorder that is currently interfering with this puppy's ability to lead a normal life, T & R Australian Shepherds will refund the purchase price upon the return of the animal to T & R Australian Shepherds. This warranty is subject to an examination by a licensed veterinarian paid for by T & R Australian Shepherds.

(3) All Guarantees pertain to the original Buyer only.

**LIMITATION OF WARRANTY**

This limited warranty is neither an all risk life insurance policy nor short-term or long-term health insurance for your puppy. T & R Australian Shepherds will not reimburse or be responsible for any expenditure incurred at any veterinarian clinic or any canine health care provider once the Buyer takes possession of the puppy. The Health Guarantee applies to medical conditions clearly in effect before the puppy left T & R Australian Shepherds. Health conditions that develop after purchase which are not a result of the puppy's time at T & R Australian Shepherds are not covered and are the Buyer's responsibility.

T & R Australian Shepherds warrants this puppy to the original purchaser only. This warranty is void if the puppy is sold, traded or no longer in the possession of the original purchaser. There is no warranty expressed or implied for hypoglycemia, training or behavior problems or for allergies either for the puppy or for people to the puppy. This puppy is provided solely as a companion pet. There is no warranty expressed or implied that you will be able to use this puppy for show, agility competitions, or breeding purposes.

This warranty is intended to clarify yours as well as T & R Australian Shepherds' rights and responsibilities in the rare chance that there could be a problem with the puppy. The above constitutes the entire warranty provided by T & R Australian Shepherds.

Purchasing a puppy should not be an impulsive decision, and our customers must understand that they are making a decision for the lifetime of the puppy. However, we do understand that sometimes our customers realize that they have made a mistake in purchasing a puppy. If the customer decides within the first twenty-four hours that they are unable to keep the puppy, the puppy may, at the sole discretion of T & R Australian Shepherds, be returned for a 50% refund of the original purchase price - pending the outcome of a veterinarian exam paid for by T & R Australian Shepherds. Any shipping costs will be at the expense of the purchaser.

**PAPERS PROVIDED AT THE TIME OF SALE:**

- X Sales Contract and Bill of Sale
- X Medical History

**Seller:** T & R Australian Shepherds – Stacy, MN

**Seller:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**DATE:** \_\_\_\_\_