

## Herd About Toy and Mini Aussies Sales Contract

Seller (Lani Morris) and Buyer ( \_\_\_\_\_ ) agree to enter into this contract under the following binding terms:

Puppy sold: \_\_\_\_\_ Sex: \_\_\_\_\_

Whelped: \_\_\_\_\_ Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

The above referenced puppy is a purebred toy or miniature Australian Shepherd. It is being sold as a pet/companion animal. It is registered or guaranteed eligible for registration. Registration application for American Stock Dog Registry will be supplied by the breeder. This puppy is being sold with breeding rights.

Purchase price: Buyer agrees to a total purchase price of \_\_\_\_\_ for the above puppy. Breeder will accept a nonrefundable deposit of \$200.00, which will be applied to the purchase price and will hold the puppy for the buyer until the balance is paid in full. Puppy will be eligible for delivery to buyer at 8 weeks of age. Modes of payment accepted are checks, money orders, cashiers checks or cash. In the event of non-guaranteed funds, i.e., personal checks, there will be a waiting period to allow checks to clear.

If after a deposit is received, the puppy is rendered undeliverable (accident or sickness) to buyer, deposit can be applied to another available puppy, or applied to puppy from a future litter.

Shipping: Puppy can be shipped at buyer's request and expense. \$250.00 will cover the cost of airfare, crate, and veterinary health certificate. Breeder will make necessary shipping arrangements and coordinate with buyer. At all times, shipping arrangements will be made with the welfare of the puppy as the prime consideration. Shipping is out of Nashville or Louisville.

Health Guarantee: Breeder warrants that the puppy is in good health, free of communicable diseases, and of stable temperament. Puppy will be up to date on vaccinations, dewormed at least twice, and will have had a veterinary examination prior to delivery. Buyer has **48** hours to have the puppy examined by a licensed veterinarian for general health from delivery date: \_\_\_\_\_. (excluding weekends or holidays.) Failure to have the puppy examined will void this warranty. Breeder accepts no liability for communicable disease 48 hours after the puppy leaves the possession of the breeder. If the puppy does not pass a general health exam, buyer will notify the breeder within 48 hours and provide documentation of the licensed veterinarian's findings upon exam. It is understood that diarrhea and coccidiosis are common problems in puppies, particularly when they are under stress. These conditions will not be covered by this warranty. Every effort will be made to prevent these conditions. Buyer understands that the breeder is not responsible for the buyer's veterinary expenses under any circumstances.

Breeder warrants this puppy free from “genetic defects” which would render the dog incapable of being a companion animal until the puppy reaches one year of age. Genetic defects which are covered under this warranty are hip dysplasia, deafness, and serious eye defects. In the event that the puppy is found to have a genetic defect of this type, it must be documented by a licensed veterinarian. In the case of hereditary hip deformity, x-rays and written notification from Orthopedic Foundation for Animals must be provided to the breeder. In the case of genetic eye deformity, written notification must come to the breeder from a Board Certified Veterinary Ophthalmologist. If a genetic disorder is found, the puppy will be returned to the breeder and replaced with one of the same sex and color from the first available litter, puppy to be determined by the breeder. If the buyer chooses to keep the affected puppy, it must be neutered or spayed at buyer’s expense and another puppy will be offered by the breeder at 50% of the purchase price of the original puppy.

Purchase agreement: Puppy is warranted only for the purpose of being a companion animal. Although it may be of show or breeding quality this warranty does not guarantee those qualities. Breeder asks that the buyer use discretion and good judgment before breeding their puppy. Males and females should be at least one year of age, and females should have had at least one prior heat cycle before being bred.

Breeder cannot guarantee adult size or conformation. Buyer releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy. Buyer assumes full responsibility for the health, temperament, and appearance of the puppy once it leaves possession of the breeder except as specified in this contract.

The buyer must maintain timely and appropriate vaccination, deworming and heartworm regimen for the first year of the puppy’s life. Failure to do so voids this contract. Puppy will be up to date on all vaccinations and dewormings when it leaves the possession of the breeder, and medical records will be provided to the buyer.

Buyer’s printed name: \_\_\_\_\_

Buyer’s signature: \_\_\_\_\_ Date \_\_\_\_\_

Buyer’s address: \_\_\_\_\_

Buyer’s email address: \_\_\_\_\_

Seller’s printed name: Lani Morris  
192 Morgantown Road  
Whitesville, KY 42378  
270-233-5723; 270-315-1399  
[lanispony@netscape.com](mailto:lanispony@netscape.com)

Seller’s signature: \_\_\_\_\_ Date \_\_\_\_\_

