



Purchase and Sale Agreement for a Breeding Dog

The parties enter into this contract for the purchase and sale of one (1) purebred Australian Shepherd dog. The contract terms set forth are prepared for the benefit of each individual dog, Seller, and Buyer to prevent the exploitation of the Australian Shepherd breed through unselective breeding programs and practices. Without regard to the breed of dog, there is always a risk of physical problems in any breed of dog with even the most selective breeding practices. The parties enter into this agreement to preserve their mutual concern and respect for the Australian Shepherd breed.

This agreement, made this _____ day of _____, 20____, is between:

“Seller” Name: <u>Susan Beals</u> Kennel name: <u>Cailleach Australian Shepherds</u> Address: _____ _____ Phone: _____ Email: <u>susan@cailleachaussies.com</u>	and “Buyer” Name: _____ Kennel name: _____ Address: _____ _____ Phone: _____ Email: _____
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Buyer agrees to purchase from Seller a puppy/dog described as follows:

Breed: <u>Australian Shepherd</u>	Registration Number: _____
Color: _____	Sex: <u>Male / Female</u>
Date of Birth: _____	
Sire: _____	
/	
Dam: _____	
/	

The purchase price of the dog is \$ _____ [less the deposit or other consideration valued at \$ _____] plus the following: If the purchased animal is a bitch, the second pick puppy from the first litter or the value of a show quality puppy at Seller’s discretion; If the purchased animal is a dog, two stud services per year at Seller's discretion. The balance of cash is due upon delivery of the dog. Seller will be listed as co-owner of the dog in all applicable registries until payment is made in full.

Buyer agrees to provide the dog with proper exercise, diet, shelter and general care. Buyer further agrees to provide regular veterinary care including checkups, booster vaccinations, and any other care

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needed by the dog, (e.g. regular worming, treatment of illnesses, injuries, etc). Buyer additionally agrees to provide a suitable fenced area for this dog. Buyer agrees that the dog will not be tied or tethered and will not be allowed to roam and will be socialized and obedience trained appropriately. All expenses incurred in caring for, raising and/or training the dog are to be the sole responsibility of Buyer. If the dog and Buyer complete an obedience class beyond the level of puppy kindergarten before the dog is nine months of age, Seller will reimburse Buyer the amount of \$50 of the purchase price of the dog upon receipt of a copy of the graduation certificate. _____

Buyer agrees to use “Cailleach” as the first word of the official registry name. Buyer agrees to submit applicable registration materials to the Australian Shepherd Club of America (ASCA) and to the American Kennel Club (AKC). Seller agrees to provide any information required should Buyer additionally wish to register the dog with United Kennel Club (UKC) or an appropriate international registry. _____

Buyer agrees to notify Seller immediately of any change in contact information. Seller agrees to have the dog microchipped at Seller’s expense. In exchange for this service, Buyer agrees to list the kennel as a secondary contact for purposes of the microchip registry. Buyer also agrees to notify Seller of any pertinent accomplishments of the dog – titles, awards of merit, or other accomplishments recognized by any appropriate organization. Buyer also agrees to allow Seller to use the dog’s name, picture, and/or other information in advertising the kennel or other dogs, providing that Seller shall give Buyer proper recognition of ownership where appropriate. _____

The parties understand that Seller retains an interest in all dogs bearing her Kennel name, and that an unauthorized resale of the dog may adversely affect and damage the Kennel’s reputation and the value of the kennel’s dogs. Because of the foregoing, the parties agree that Buyer will not resell the dog without prior approval of Seller. The parties further agree that, in the event that Buyer is unable to keep the dog for any reason, he/she will immediately contact Seller, who has the first option to accept the return of the dog. Seller will make a reasonable offer based on Seller’s reasonable assessment of factors that may affect the dog’s value, such as age, condition, and general health. In the event that Buyer sells the dog without Seller’s prior consent, Seller may seek damages in the value of the dog and consequential damages to the Kennel. In addition, Buyer agrees that the present contract will apply with full force and effect to the new owners, that is, Buyer must provide a written copy of the contract to the new adopters; and must notify the third party, preferably in writing, that by adopting the dog, they are assuming the terms and conditions of this contract. _____

Buyer agrees that the dog is represented as a breeding quality dog, in other words, a dog with physical characteristics that can be of benefit to the breed as a whole. The foregoing does not constitute a guarantee that the dog will be able to breed (due to some physical infertility or other impediment). Buyer agrees to attempt to title the dog with a conformation Championship in either ASCA or AKC and Buyer accepts responsibility for training, grooming and socializing the dog as necessary to prepare the dog for this specific purpose. Buyer agrees that they are 100% responsible for any expense incurred in achieving this goal. Buyer acknowledges that seller has guaranteed only that the dog has the basic physical characteristics necessary to achieve the desired goal, and that Seller cannot guarantee that the dog actually will achieve this goal. _____

Buyer agrees that prior to being used for breeding, the following conditions must be satisfied:

- Buyer agrees to not use the dog for contributing to puppy mills, commercial breeding facilities, or other practices considered detrimental to the health of the individual and of the breed;

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- Buyer agrees that the dog shall not be bred until it has achieved the appropriate title (whether a working or conformation title, or both);
- Buyer agrees that the dog shall not be bred except to another dog of the same breed;
- Buyer agrees that the dog shall not be bred until it has passed OFA and CERF certifications. CERF certifications must be done annually. OFA certifications cannot be done until the dog reaches 2 years of age. Animals must also be tested for brucellosis prior to being bred. Seller also suggests testing for PHA prior to being bred. Seller also suggests testing for other inherited diseases known to affect Australian Shepherds as testing becomes available.
- Buyer agrees that the dog will not be bred unless the other dog has also passed its health clearances, as required of the subject dog in the contract. _____

Buyer agrees that the dog will not be spayed or neutered without consent of Seller except when required in the opinion of a licensed veterinarian to save the life of the dog. _____

Buyer agrees that any puppies resulting in any breedings from this bitch or dog will not be used or sold to puppy mills, brokers and/or produce puppies for resale in pet shops, lab or other organization whose intent is to resell, trade, or give away puppies to be used in any lab experiments, or fighting. _____

Should Buyer choose to participate in dog shows and other dog sports, recognized performance titles earned above a CGC or equivalent can be applied toward the purchase price of a future puppy in the following manner: 25% off the price of a puppy for one title earned; an additional 25% off the price of a puppy for a second title earned in a different event (for example, one title in obedience and one title in agility). _____

To the best of Seller's knowledge, the dog is free from any contagious or harmful diseases and free of genetic defect. Buyer should have the dog examined by their own veterinarian within 48 hours of purchase. Seller guarantees that the dog is the offspring of breeding stock that are free of hip dysplasia of a genetic origin as determined by the Orthopedic Foundation for Animals (OFA). Should the dog develop clinical signs of hip dysplasia prior to his second birthday or should the dog not receive a rating of at least "fair" from the OFA if OFA certification is done prior to 28 months of age, Seller agrees either to replace said dog with another of equal value or to refund the purchase price at Seller's discretion subject to the following conditions:

- That said dog has not been used for breeding, either intentionally or unintentionally;
- Provided said dog has received proper exercise and diet, has been properly maintained at an appropriate and healthy weight for his size, and has not been subjected to physical stresses such as jumping at heights inappropriate to the dog's physical maturation;
- That Seller has been provided with proof of spay/neuter of the affected dog before the guarantee will be honored;
- That Seller has the right to have a second veterinarian of her choice evaluate the dog's condition before the guarantee will be honored. _____

The use of this dog for contributing to puppy mills, commercial breeding facilities, or other practices considered detrimental to the health of the individual and of the breed including indiscriminate breeding without appropriate genetic and health testing will constitute a material breach of this contract. _____

In the event of breach of this agreement, Buyer agrees to pay all expenses of retaking, holding, preparing for sale, selling, and expenses as may be allowed by law and incurred by Seller in enforcing

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her rights under this security agreement. The rights and remedies conveyed upon Seller will be in addition to and not in substitution of or in derogation of the rights and remedies conferred by the laws of the State of New York. The parties understand that, in addition to costs relating to the health, welfare, and safety of the dog, the damages that may arise from a breach of this agreement may adversely affect the reputation and value of the Kennel's dogs. The parties agree that in the event of any material breach of this agreement Buyer must forfeit the dog to Seller. In addition, Buyer relinquishes any remedies that would have otherwise been provided by the contract; and must pay to Seller damages in the amount of ten times the contract price of the Australian Shepherd.

Any changes or additional terms to this Agreement must be in the form of an Addendum and signed by all parties.

If any provision of the Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

The entire Agreement between the parties is contained herein.

This Agreement shall be governed by the substantive laws of the State of New York, without regard to conflicts of law provisions.

The parties agree to submit to the personal jurisdiction of the Courts of the State of New York.

Signed:

Seller

Buyers