



Purchase and Sale Agreement for a Companion 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. The parties further acknowledge Seller's intent to reserve breeding/stud rights on this Australian Shepherd puppy and to this end registration papers will be marked "limited".

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

"Seller" Name: Susan Beals Kennel name: Cailleach Australian Shepherds Address: _____ Phone: _____ Email: susan@cailleachaussies.com	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: Australian Shepherd	Registration Number: _____
Color: _____	Sex: Male / Female
Date of Birth: _____	
Sire: _____	
/	
Dam: _____	
/	

The purchase price of the dog is \$_____ [less the deposit or other consideration valued at \$_____]. The balance is due upon delivery of the dog. _____

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 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.

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All expenses incurred in caring for, raising and/or training the dog are to be the sole responsibility of Buyer. _____

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 sold as a companion dog and must be spayed or neutered when it reaches maturity, before eighteen months of age. If requested by Buyer, Seller shall have the prerogative to re-evaluate the dog for breeding purposes. In the event that the dog is considered breeding quality, the parties will execute a new agreement and Buyer will pay the difference between a breeding quality dog and a companion quality dog and pay for the cost of transferring the limited registration paper to a full registration. No transfers will be made until the Australian Shepherd is evaluated by the Seller or Seller’s agent as a show/breeding potential Australian Shepherd. _____

Buyer agrees that if the Australian Shepherd is used in any breeding program intentional or accidentally, Seller shall consider this action to mean that Buyer has accepted the Australian Shepherd as breeding quality. Buyer will immediately pay to Seller the difference between a breeding quality dog and a companion quality dog as determined by the prices of the other dogs in the same litter. In the event that the Australian Shepherd is accidentally bred, Seller will under no circumstances agree to lift the limited ASCA and AKC registrations. Buyer shall have CERF and OFA testing done immediately at Buyer’s expense. _____

It is agreed between Seller and Buyer that this puppy is being acquired as a family companion dog or for a working dog to be used for tasks appropriate to its breed such as therapy dog or for exhibition in ASCA or AKC, obedience, herding, tracking, or agility competitions. It will not be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation.

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Specifically it will not be used as a guard or attack dog or to hunt or fight other animals.

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, 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 the right to have a second veterinarian of her choice evaluate the dog's condition before the guarantee will be honored.

This dog is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

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 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 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.

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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