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Puppy Bill of Sale and Terms of Purchase

The purchaser agrees to the following terms and conditions associated with the purchase of the said puppy. The seller provides the following terms and guarantees associated with the sale of the said puppy.

This agreement is made and entered into this _____ day of _____ by and between Dean O. & Kate M. Campbell, AweStruck Australian Shepherds (hereafter "Seller") and _____ (hereafter "Buyer") for the purpose of setting forth the terms and conditions of the purchase by buyer of a purebred Australian Shepherd from a litter whelped on _____

Sire of the litter is _____

Dam of Litter is _____

For a good and valuable consideration, the Seller agrees to sell and the Buyer agrees to buy one Male ___ Female ___ described as

follows: _____

1. Seller warrants that the above described puppy is a purebred Australian Shepherd, register able with the American Kennel Club (AKC) and the Australian Shepherd Club of America (ASCA). The Seller agrees to provide the Buyer with a true copy of the puppy's pedigree, and registration papers with AKC & ASCA. (In the case of a puppy purchased as a pet, papers will be furnished upon proof of spay or neuter)

Said puppy is guaranteed to be in good health and free from illness or diseases for a period of 48 hours after purchase. If the puppy should need veterinary attendance as a result of illness within this 48 hour period, seller demands to be **notified immediately**, and **in advance of treatment** so a decision can be made on how to proceed with the veterinary treatment. If the seller is not notified of an illness in advance of the treatment, seller will not be obligated to pay any portion of any veterinary expense. This clause does not extend to payment for veterinary care required for health checks, accidents, negligence, mistreatment, or regular veterinary care, such as vaccinations.

The seller agrees to accept the return of the puppy within 7 days of the date puppy is delivered into the possession of the purchaser and is only subject to the puppy being free of illness or injury as a result of actions or inaction of the purchaser. Once the puppy is back with the seller for 7 days and has been determined to be free of illness, a full refund will be provided to the purchaser.



The puppy is guaranteed to be free of canine hip dysplasia. If the puppy is found to be dysplastic by an x-ray performed by a qualified veterinarian and rated dysplastic by the Orthopedic Foundation for Animals, (OFA) the puppy will be replaced with a puppy of equal quality or a 50% refund of the original purchase price, in exchange for the dysplastic puppy's registration papers and a letter from a veterinarian stating that the puppy has been spayed or neutered. The seller may request additional x-rays and a second reading by OFA. Buyer shall be solely responsible for taking good and reasonable care of the puppy until Seller receives it.

* Buyer agrees to maintain preventative care of puppy in regards to hip dysplasia; such as proper nutrition, including avoidance of excessive protein, getting proper exercise, and preventing stress injuries (ex. not allowing puppy to jump heights taller than itself at the shoulder) and no forced exercising or forced running, until at least 18 months of age. (Ex: running alongside a bike). Use of an inferior quality food will nullify guarantee.

The puppy is guaranteed to be free of canine hereditary eye defects. If the puppy is diagnosed with hereditary eye defects by a Board Certified ophthalmologist, the seller reserves the right for a second opinion. If the puppy is diagnosed with hereditary eye defects the puppy will either be replaced with a puppy of equal quality or a 50% refund of the original purchase price, in exchange for the puppy's registration papers and a letter from a veterinarian stating that the puppy has been spayed or neutered.

Buyer agrees to have pet puppy spayed or neutered by age 6 months (for a female) and 9 months (for a male). Upon presentation of evidence of spay/neuter from a licensed Veterinarian, Seller will furnish buyer with registration papers for both AKC & ASCA.

In the event that the purchaser is unable to keep the puppy or dog or provide an appropriate home for any reason, the purchaser agrees to notify the breeder before taking any action. In such cases the seller agrees to work in conjunction with the purchaser to find an appropriate new home for the dog. In cases where the dog is returned to the seller the purchaser agrees to accept any funds generated if the dog can be sold, less any expenses generated for care of the dog until such time as it is sold. In the case of being repossessed by the seller, purchaser agrees that there will be no refund of the cost of the dog. The purchaser agrees that the dog will never under any circumstances be surrendered to a shelter. The purchaser agrees that if they ever desire to sell the dog, the seller will have the first right to buy the puppy back for the original purchase price of : \$ _____.

Purchaser agrees that any puppy or dog being returned under the claim of "behavior issues" will pay for a behaviorist to evaluate the dog to determine if it is indeed a temperament issue or a lack of proper socialization and training. If the behaviorist determines that there is not a temperament problem there will be no refund of the purchase price.

The purchaser agrees that any puppy or dog sold can be repossessed for inhumane treatment, including but not limited to, improper housing, inadequate feeding, lack of routine medical care, physical abuse or any other treatment or lack of treatment considered inappropriate for a happy well adjusted Australian Shepherd.



Show/Breeding Puppy (if applicable):*

*Buyer agrees that this animal will not be used for breeding purposes until it is at least 24 months of age, x-rayed and certified clear of hip dysplasia by the OFA (Orthopedic Foundation for Animals), eyes examined and certified clear by CERF (Canine Eye Registration Foundation), of sound temperament, in good health and free of communicable disease, hereditary faults and/or show disqualifying faults as expressed by the official breed standards of ASCA/ AKC. Puppy will carry the AweStruck Australian Shepherds name.

The owner or breeder of this dog will show this dog in AKC/ASCA shows with the goal of obtaining a championship title.

Should the dog or bitch be used for breeding, buyer agrees that it will be bred only to an animal that has cleared hips and eyes, and that the seller (co-owner) shall be consulted as to the suitability of the cross. The breeder's name will appear on the registration as a co-owner until such time as the animal has obtained the above-mentioned title, at which time the breeder's name will be removed and the buyer will receive full ownership. Should the dog be determined at a future date to not be suitable for show and/or breeding, breeder's name will be removed from the registration and buyer will receive full ownership.

The breeder reserves the right to future stud service (2 X's) from a dog or in the case of a bitch a pick puppy back from a future litter, to be chosen by the breeder of the bitch.

Buyer agrees that he/she is not acting as an agent in the purchase of this puppy and that the Buyer will not sell this puppy or it's progeny to any agent, pet store or guard dog business.

Buyer agrees not to use any heartworm preventative on this animal that contains the ingredient Ivermectin (such as Heartgard or Heartgard plus or Revolution) as Australian Shepherds can be very sensitive to this chemical and it has been known to cause coma and/or death. (see article in JVMA April 1995)

Buyer agrees to provide animal with proper nutrition, proper housing, veterinary care (including annual exams and inoculations) and proper exercise for this active breed.

Buyer agrees that at least one basic obedience training course will be completed with this puppy.

The seller agrees that AweStruck will be the only kennel name used and is required for registration purposes.

This agreement is made and signed by both parties to insure the well being and protection of this puppy. If the Buyer breaches any part of this agreement, the Seller is released from any obligation under this agreement.



Price for above described puppy is \$ _____ paid by _____ on _____ 2005

By: _____ Dated _____ Seller

By: _____ Dated _____ Buyer

By: _____ Dated _____ Buyer

Buyer's Name _____

Buyer's Address _____

Telephone # _____

E-mail _____