

**Purchase Agreement**

**You Agree to the following terms signed or not by placing a deposit on a puppy.**

Ashley Edens / Best Little Aussies hereinafter referred to as the "seller" and \_\_\_\_\_

hereinafter referred to as the "buyer" for the purchase of puppy AS \_\_\_ Pet or \_\_\_ Breeding Toy/

Miniature Australian Shepherd. The dog sold is described as \_color \_\_\_\_\_ sex \_\_\_\_\_

Sire, \_\_\_\_\_ Dam \_\_\_\_\_ DOB \_\_\_\_\_

\*\*\*\*\*Begin Warranty Contract and Terms of Sale\*\*\*\*\*

AMOUNT \$ \_\_\_\_\_ Deposit of \$ \_\_\_\_\_ paid - Note deposits/Payments on existing Puppies are **NON-REFUNDABLE**.. unless discussed with seller prior to deposit - certain "attributes like 2 blue eyes discussed/agreed in advance of deposit". In the case of pre-payment plans, deposits are refundable

is the desired puppy as described here: \_\_\_\_\_ is not

born within this time period or number of litters identified as \_\_\_\_\_. If puppy does not mature as expected - Deposit/payments can be transferred to another puppy by 7 weeks old.. as per original deposit, deposits are not held - carried over more than 6 months without prior agreement with seller. "abandonment" - If buyer does not pick up puppy or arrange/pay for shipment within 1 month of puppy being ready to go home (9wks) or after payment - whichever later -(unless additional time is agreed to in advance by the seller) and failure to contact seller or seller cannot contact buyer via contacts provided for 1 month.. - puppy can be resold and all monies paid are forfeited - "abandonment" does not warrant transfer of payment/deposit to future puppy.

Balance \_\_\_\_\_ to be paid by the time puppy is 8 weeks old and funds must clear prior to shipping/pickup. Any remaining balance to be paid at the time of pickup is to be made in **CASH ONLY**.

**SELLER GUARANTEES/OBLIGATIONS**

General Health guarantee- The seller warrants that to the best of their knowledge that the dog purchased by the Buyer is free from any communicable diseases and is of sound body, stable temperament and is in good general health with the vaccinations and worming as vet recommended for the age prior to leaving. Buyer will be provided with record detailing vaccinations and treatments for Puppy. Seller warrants that puppy will pass a general health vet inspection prior to leaving.. and is limited to 48 hrs after leaving sellers care.

Seller offers 1 month free health insurance only though Trupanion, buyer will be sent an contract from Trupanion when puppy is ready. Or after sale (local) , buyer must complete Trupanions requirements for insurance, **Failure to do so will result in any and all warranties being voided** other than genetic defects.

Seller accepts no liability for any communicable diseases after 48 hours from when the puppy/dog leaves the possession of the breeder. Minor problems such as diarrhea, worms, coccidiosis, giardia, shot reactions etc. are common problems in puppies especially under stress of new homes etc, and can

happen within hours of exposure - and will not be covered by this warranty. Every effort is made to prevent this and the seller can be contacted for supplies to prevent/treat these conditions.

All puppies are VET checked prior to leaving breeder.. If puppy/dog does not pass a general health exam, buyer agrees to notify breeder within 48 hours and provide a copy of the original signed licensed veterinary statement of health. Buyer acknowledges that Sellers are not responsible for buyer's veterinary expenses at any time or under any circumstance. Please check all other breeders health guarantees and you will find they are all the same. WE have no control of outside vets and their costs.

### **BUYER AGREEMENTS/OBLIGATIONS**

Buyer agrees to release and hold harmless Seller for any and all liability damages, or injuries, caused either directly or indirectly by puppy to any person or animal, whether actual or legal, or to any property whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economic, caused by puppy, to any person whether actual or legal, or to any property, whether real or personal, after receiving and acknowledging delivery and possession of puppy.

The Buyer agrees to maintain preventative health care of puppy/dog including, but not limited to : vaccinations, internal as well as external parasites, heart worm preventative medication (see MDR1 information attached). If the puppy is not kept current on preventative health care then the terms of this contract regarding any health guarantee is Void.

BUYER will be provided with a trial size of Life's Abundance All Life Stages food for the puppy. This food has never had a recall, and will protect against health and potential joint damage due to improper nutrition. Food can be purchased at [www.thebestpetnutrition.com](http://www.thebestpetnutrition.com) . Seller must continue the LA food for this agreement to continue past the first 48 hours. A change in diet usual results in digestive upset especially in the first two weeks after going into a new home. While it is not required to stay on this food, SELLER cannot guarantee against conditions that could be caused due to improper nutrition.

Should BUYER engage in negative commentary in any public forum such as Facebook, Twitter, Chat Rooms, or the such BUYER agrees this constitutes slander and legal action may be taken. It is however, the SELLER's true intent that BUYER is 100% satisfied with PUPPY. At anytime BUYER is not satisfied with any part of transaction, agreement, health guarantee or any other matter regarding PUPPY, BUYER agrees to contact SELLER directly. SELLER agrees to make all efforts necessary and reasonable to remedy the situation in a fair manner.

BUYER shall assume full responsibility for the health, temperament, and appearance of the PUPPY upon when the PUPPY leaves the premise of the SELLER. BUYER also agrees to provide puppy with adequate living conditions and a healthy diet. BUYER agrees not to chain dog for long periods of time.

BUYER acknowledges that PUPPY will need future vet appointments for vaccinations, worming and parasite control. BUYER understands the costs associated with these appointments.

BUYER understands that this agreement is enforce when any moneys change hands if signed or not and is available for viewing at [www.bestlittleaussies.com](http://www.bestlittleaussies.com)

## **GENETIC HEALTH GUARANTEE**

The seller warrants that if the dog purchased by the Buyer develops a "genetic" or congenital disorder such as hip dysplasia, deafness, or serious eye defect before the age of 12 months, then the Seller will replace the puppy with another puppy of equal value when available. Such genetic disorder must be **properly diagnosed by a LICENSED certified Veterinary specialist for the issue, for Hip Dysplasia such certification must be from a OFA board certified vet** and copy of findings sent to seller..IF puppy dies before diagnosis a NECROPSY must be performed and findings sent to SELLER and sellers designated Vet for review.

Seller will replace upon RETURN of said puppy to Seller at Buyers expense. Seller is not responsible for any vet or health expenses. IF there is a genetic issue that affects puppys/dogs life, and the Buyer wants the keep the puppy, puppy must be neutered/spayed at Buyers expense and proof of spay/neuter sent to seller. with copy of veterinarian findings - , and 1/2 of the purchase price will be credited towards another puppy of buyers choice at any time in the future.

ANY and ALL veterinary costs/expenses are the sole responsibility of the Buyer. Seller is not responsible for any vet or other health expenses after the puppy/dog leaves the Sellers care/custody or control without prior written consent from the Seller.

## **FOR PET PURCHASES**

PUPPY MUST BE SPAYED/NEUTERED prior to 1 year and not used for breeding of any type. Proof of spay/neuter must be sent to seller  
Registration application FOR ASDR -will be sent to buyer after written PROOF of spay/neuter from licensed vet certificate is emailed to Seller and paperwork fee of \$35 paid to seller.  
[ashleyedens10@gmail.com](mailto:ashleyedens10@gmail.com)

## **UNAUTHORIZED BREEDING FEE**

If the puppy is sold as a PET they are not to be used for breeding . The the Buyer agrees to have the puppy spayed/neutered and puppy will not be used to breeding of any kind, even "family pets". Should Buyer breed the puppy/dog they immediately owe the Seller an additional \$1000. fee/fine for non approved breeding.

## **FIRST RIGHT OF REFUSAL**

If at any time in its life the puppy sold as a **BREEDER** is to be sold or given away, the Buyer shall so notify the Seller and give the Seller first option to buy the puppy back at the original purchase price.

IF puppy is sold as a PET and is to be rehomed the puppy/dog MUST be spayed/neutered prior to rehoming and seller notified of new Buyer & sent copy of spay/neuter. At anytime in the dogs life the Buyer can no longer care for or keep puppy the puppy is ALWAYS welcome back to the seller. Under NO CIRCUMSTANCES is the puppy to be placed in a pet shop, animal shelter, or similar establishment. It is the SELLER's sincere intention that none of their PUPPIES are ever taken to a shelter. If at any point in the future, the BUYER cannot keep this PUPPY/DOG, the SELLER agrees to assist in finding this animal a new home. At any time, the BUYER can surrender the PUPPY back to the SELLER, under no circumstance will money be exchanged for surrendered PUPPY. If PUPPY is sold, given away, or ends up in a shelter or SELLER is not contacted, BUYER agrees to a fee of \$2000 to be paid to SELLER.

**DEFAULT:** In the event of Breach of any terms of this agreement by Buyer and or seller and failure to remedy such breach within 10 days of written notice of such breach by the Seller NO monies will be refunded to buyer if buyer defaults on payment terms.

**SUCCESSORS:** This agreement shall be binding on and inure to the benefit of the parties, their heirs, assigns, successors and personal representatives.

**VENUE:** The parties hereto agree that the proper venue for all disputes which may arise under this agreement in PARKER COUNTY, TEXAS.

This agreement is only valid while SELLER is raising Aussies. All contracts are void if for any reason SELLER chooses to no longer raise puppies.

This agreement is subject to interpretation under the laws of the State of TEXAS.

Executed at \_\_\_ Weatherford, Texas this \_\_\_\_\_ day of \_\_\_\_\_

Signed Seller

\_\_\_\_\_ DATE \_\_\_\_\_

Signed Buyer

\_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*End of Warranty Contract and Terms of Sale\*\*\*\*\*

Please make checks Payable to:

Ashley Edens                      Phone: 940-229-9989  
PO Box 509                        www.bestlittleaussies.com  
Graford, TX 76449

Pre-Payment or Layaway Payment information

SELLERs Initials

\$ \_\_\_\_\_ Date \_\_\_\_\_

Balance \$ \_\_\_\_\_

\$ \_\_\_\_\_ Date \_\_\_\_\_

Balance \$ \_\_\_\_\_

\$ \_\_\_\_\_ Date \_\_\_\_\_

Balance \$ \_\_\_\_\_

4\$ \_\_\_\_\_ Date \_\_\_\_\_

Balance \$ \_\_\_\_\_