

Justa Little Aussie Kennel – Puppy Warranty and Purchase Agreement

Sellers (Jim and/or Wendy Howard) and Buyer (_____) agree to enter into this contract under the following binding agreement:

Puppy being sold is (description) _____ Sex _____
Whelped _____ Sire _____ Dam _____

Sellers and buyer agree that the above described puppy is a purebred Toy/Miniature Australian Shepherd and is being sold as pet/companion quality with full registration & breeding rights. The kennel prefix “Justa Little” must be used as the first words of the registered name. Registration papers will be filled out after the sale is complete, and will be forwarded to the Buyer when the association has returned them, if not available at time of sale. Sellers will provide paperwork necessary for registration with the American Stock Dog Registry and in some cases the National Stock Dog Registry also.

Purchase Price: Buyer agrees to the total payment of \$ _____ in purchasing the puppy described above. Sellers will accept a \$200, nonrefundable* deposit to hold puppy in buyer's name until full payment is received. The puppy will not be delivered until full payment is received and puppy is at least 8 weeks of age. Payment may be made by cash, check, money order, or by credit card via PayPal (if paying by PayPal, an additional 3% will be added to cover fees).

*Deposits received before a litter is born will be refundable if a specific color or sex is unavailable. Buyer can choose full refund or to have deposit applied to next available litter. Order deposits are received determine order of buyer's choice, first deposit receives first choice, etc..

Shipping: If puppy must be shipped to buyer, buyer agrees to pay shipping costs, which include airfare, cost of a crate, and veterinary health certificate. Seller agrees to make all necessary shipping arrangements. Puppy will be flown from Nashville, TN or Louisville, KY to a destination airport as close to the buyer's location as possible. Cost will be \$285, if flown via Delta out of Nashville, or \$255 if flown via Continental out of Louisville. Flights will be determined by availability and in the best interest of the puppy (i.e., fewest stops, shortest travel time, etc..)

Health Guarantee: Sellers warrant that the puppy to be free of communicable diseases, in good health, and of stable temperament having been well socialized. Puppy will have received it's first set of vaccinations, and been dewormed at least twice. It will also have been given a full vet examination before being delivered to buyer. Buyer has 48 hours to have the puppy/dog examined by a licensed veterinarian for general health from date of delivery: _____ (excluding weekends &/or holidays). Failure to do so will result in any and all warranties being canceled 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. 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. Minor, treatable problems such as diarrhea, coccidiosis, parasites, etc. are common problems in puppies especially under stress of new circumstances, and will not be covered by this warranty although every effort is made to prevent this. Buyer acknowledges that Sellers are not responsible for buyer's veterinary expenses at any time or under any circumstance.

Seller also warrants this puppy free from “genetic defects”, such as hip dysplasia, deafness, serious eye defect, that would prevent the puppy from being a companion animal, until the puppy reaches one year of age. If this puppy is found to have a genetic defect of this kind, this must be verified by a licensed certified veterinarian. In the case of a hereditary hip deformity, a copy of written notification must come to the breeder from Orthopedic Foundation for Animals (OFA). In case of a genetic eye deformity, written notification must come to the Breeder from a Board Certified Veterinary Ophthalmologist. If a “genetic disorder” is found, sellers will then replace the puppy with one of the same sex and coat color from the first available litter (puppy to be determined by the breeder). The puppy/dog shall be returned to the seller at the buyer's expense, If buyer wants to keep the puppy, it must be neutered or spayed at buyer's expense and they will be able to purchase another puppy, of their choice, from the sellers and will be given a price discount of an amount equal to 50% of the purchase price of the original puppy.

Purchase agreement: Puppy is warranted only for the purpose of being a pet/companion animal. Although it could be capable/suitable of performing other functions, such as show or breeding quality, no warranty is being given that purpose. If used for breeding, the sellers ask that the buyers do so responsibly, and

recommend that males must be **at least** one year of age before used for breeding and females **at least** one year of age and had **at least** one prior heat cycle before being bred.

Breeder cannot guarantee adult size or conformation of the puppy/dog. Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy/dog. Buyer shall assume full responsibility for the health, temperament, and appearance of the puppy/dog upon when the puppy/dog leaves the premise of the breeder.

Also, the buyer must follow the regular vaccine, deworming, and heartworm schedule for the first year of the puppy's/dog's life. Failure to do so causes this contract to become null and void. Puppy/dog will be up to date on all vaccinations and dewormings when it leaves premise of breeder, and those records will be provided to buyer. In case of litigation, the venue shall be Daviess County, Kentucky.

Buyer's Printed Name _____

Buyer's Signature _____ Date ____/____/____

Buyer's Full Address _____

Buyer's email address _____ Phone _____

Seller's Printed Name Jim and/or Wendy Howard

Seller's Signature _____ Date ____/____/____

Seller's Address 8832 Ward Road, Whitesville, KY 42378

Sellers email address littleaussie@hughes.net Phone (270) 314-0446 or 314-7517

*****End of Warranty/Contract*****

www.justalittleaussie.com