

BUY/SELL CONTRACT

For the valuable consideration set forth below the Australian Shepherd more particularly described as follows:

AUSTRALIAN SHEPHERD born: _____

FEMALE **MALE** **COLOR:**

Out of (sire)

And

(dam)

hereinafter ("Puppy")

is hereby on this ___ day of _____, 20___

***SOLD TO** **GIFTED TO** **OR COOWNED WITH**

Name(s): _____

Address:

_____ **zip code:** _____

Phone: landline _____ **cell** _____

Email:

hereinafter "Buyer," whether singular or plural

for the valuable terms and conditions set forth below:

- 1) This Puppy's *purchase price shall be paid in full prior to any registration paperwork or shipping or delivering taking place. The purchase price is *\$_____ (USA funds). Purchase Price shall be paid to ANNE SHOPE and prorated pursuant to private contract by the Breeders of this litter. The Puppy must be picked up by any Buyer out of state or applicable ground transport arranged at Buyer's expense.
- 2) This Puppy is sold, gifted or co-owned on ___ FULL REGISTRATION or ___ LIMITED REGISTRATION. If full registration, then puppy may be bred pursuant to the terms in this Contract. If limited registration, this Puppy may not be bred and the registration paperwork will be designated as such.
- 3) This Puppy, if full registration, shall only be bred after turning age two to a Purebred Australian Shepherd, one registered with the Australian Shepherd Club of America, Inc. and to no other breed. This Puppy shall have a minimum of certified proof of hip clearance (passing OFA or PennHip), elbow clearance (passing OFA or PennHip) and eye clearance (current within one year of mating). The Purebred Australian Shepherd chosen by Buyer for breeding to this Puppy shall be a minimum of age two, DNA-d plus have a minimum of certified proof of hip (passing OFA or PennHip), elbow (passing OFA or PennHip) and eye clearance (current within one year of mating).
- 4) Any health issues with the Puppy shall be timely reported by Buyer to Breeders at the address, phone or email listed below. Any health issues on the sire or dam to this litter will be timely reported to the Buyer.
- 5) Breeders guarantee that the Puppy shall pass OFA or PennHip clearances on hips and elbows by 26 months of age. Breeders further guarantee that the Puppy will pass a certified eye clearance by 26 months of age. Breeders guarantee that the Puppy's eyes will be cleared and proof of said clearance given to Buyer at time of transfer of ownership. Breeders agree to refund one-half the purchase price if the Puppy fails a clearance on hip, elbows or eyes due to a genetic fault or genetic illness that would deter this Puppy being bred or competing in any performance discipline. Veterinary proof is required to be furnished to the Breeders if the Puppy fails a certification. Breeder's guarantee to the Buyer is good through the pup turning 26 months of age. Buyer agrees to alter the Puppy if it fails to pass any of the clearances named herein. Buyer may retain the Puppy or return it to Breeder.
- 6) This Puppy is guaranteed to be healthy and up to date on all vaccinations when released to the Buyer. Puppy will be accompanied by a Puppy Packet which shall include five generation pedigree, pictures of sire and dam, and proof of clearances on sire and dam. Breeder is not responsible for the Puppy's health when in transport by the Buyer.
- 7) This Puppy shall not be sold, gifted, or placed without the written permission of the Breeders. Breeders retain first right of refusal.

- 8) Buyer agrees to house this Puppy in a safe, secure environment and seek prompt veterinary medical attention for any serious illness or injury.
- 9) Should Steve Shope, Anne Shope or Judie Manuel (the Breeders”) become ill (or pass away), such that any one of these named co-breeders are unable to complete paperwork for registration of the Puppy timely, then the signature of any one of the Breeders on any paperwork shall suffice for transfer of ownership of this litter and as breeder of record, and all terms and conditions of this Contract shall remain in full force and effect. The Australian Shepherd Club of America, Inc., the American Kennel Club and any other person or entity are directed to honor this directive. The heirs and assigns of the Breeders are directed to honor this directive. The Puppy’s name shall include Legends and Amistad both.
- 10) Breach of the terms and conditions of this Contract by the Buyer may result in a fine (not less than \$500 and not more than \$2,000), including but not limited to return of the Puppy to the Breeders. Any and all legal means at the Buyer’s expense will be used to collect said fine or return of the Puppy.
- 11) If Buyer or Breeders feel there is a breach of this contract and either wish to file suit or a claim, said suit or claim shall be filed in the city, county and state of Steve and Anne Shope. The party found in default shall be responsible for any attorney’s fees.

Buyer and Breeders agree by their signatures below to the terms and conditions set forth in this Contract

BREEDERS

Steve Shope _____

Anne Shope _____

Judie Manuel _____

c/o Steve & Anne Shope, 530 Lagunitas Road, SW, Albuquerque, NM 87105-7574 505/328-0573 (Steve) 505/328-6427 (Anne) email: legendsranch@hotmail.com

BUYERS

Signature _____

Signature _____