

## 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)**

**LUCKY ROSE NO LOOKIN BACK (A/K/A RHETT)**

**And**

**Out of (dam)**

**LEGENDS INDIGO GIRL OF OXBOW (A/K/A DENIM)**

hereinafter referred to as "Puppy" within this Contract

is hereby on this \_\_\_ day of \_\_\_\_\_, 2019

\*SOLD TO  GIFTED TO AND/OR  COOWNED WITH

**Name(s):** \_\_\_\_\_

---

**Address:**

---

zip code: \_\_\_\_\_

Phone: landline \_\_\_\_\_ cell \_\_\_\_\_

Email:

---

hereinafter referred to in this Contract as "Buyer," whether singular or plural.

**Breeders (as further defined in the signatory area of this Contract) agree to transfer of ownership of the Puppy to Buyer 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.
- 2) The Puppy must be picked up by any Buyer out of state or out of town. Breeders will pick up Buyer at the airport (Albuquerque International), if applicable. One night housing at the home of the Shopes is free of charge to out of town Buyers (Buyer must not bring any other dogs on site); extra nights are \$50 per night. Housing at the Shopes includes meals and transport back to the airport. Any required expense for health certificate or crating for transport will be Buyer's responsibility to pay. Buyer shall make at Buyer's expense arrangements for applicable ground transport approved by the Breeders. Buyer agrees that the Breeders are held harmless during any transport.
- 3) This Puppy is sold, gifted or co-owned as designated above 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 must not be bred and the registration paperwork for the Australian Shepherd Club of America, Inc. and the American Kennel Club, Inc. will be designated limited registration/no breeding rights by the Breeders. If co-owned, the Breeders co-owning shall be listed second on the registration.
- 4) This Puppy, if full registration, shall only be bred by the Buyer after the pup turning age two and only to a purebred Australian Shepherd, one registered at a minimum with the Australian Shepherd Club of America, Inc. and never to another 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 indicating no genetic issues (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 indicating no genetic issues (eye clearance current within one year of mating). Breeders shall be notified of any breeding of this Puppy by the Buyer, including but not limited to a) chosen mate, b) placement of puppies, c) health issues in any offspring from the mating, and d) any other data the Buyer wishes to include. If the Puppy is co-owned by any of the Breeders, Breeders have right of refusal on any mate.

- 5) 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 at the address, phone or email listed below.
- 6) 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. The foregoing clearances are done at the Buyer's expense. Failure by the Buyer to obtain those clearances voids the guarantees named by Breeders. 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 the puppy is diagnosed with a genetic illness that would stop this Puppy from being breed quality if on full registration, as applicable, and/or stop this puppy from safely competing in any performance discipline, as applicable. Veterinary proof is required to be furnished to the Breeders if the Puppy fails a certification, and Breeders retain the right to request a second opinion should Breeders feel this would be in the best interest of all parties and the Puppy. All clearances are done at the Buyer's expense.  
FURTHER, Buyer and Breeders understand and agree that:
  - \*Breeders' guarantees named herein to the Buyer are good only through the pup turning 26 months of age.
  - \*Breeders will provide Buyers with a signed certification by a licensed ophthalmologist that the Puppy's eyes have been cerfed and no genetic issues were noted.
  - \*Buyer agrees to alter the Puppy if it fails to pass any of the clearances named herein and to not use the Puppy in any breeding program.
  - \*Buyer agrees to not alter (spay or neuter) the Puppy prior to it turning one year of age.
  - \*Buyer may retain the Puppy or return it to Breeders if the Puppy fails a guarantee named herein.
  - \*Any temperament issues will be reported by the Buyer to the Breeders, and every effort by the Buyer will be made to house, train, trial and care safely and applicably for the Puppy and those that come in contact with it.
- 7) This Puppy is guaranteed to be healthy and up to date on all vaccinations when released to the Buyer. Breeders recommend Buyer obtain a vet check on the puppy within two

weeks of the transfer date. Breeder strongly recommends taking the Puppy Book shot and worm record and sharing these with their vet.

- 8) The Puppy will be accompanied by a Puppy Packet which shall include a five generation pedigree, pictures of sire and dam, proof of clearances on sire and dam, plus listing of vaccinations and worming on the Puppy, and what dog foods the sire and dam are eating (including any additives given) and what dog food the Puppy is currently eating. So-as to limit the chances of the Puppy coming in contact and possibly contracting parvo, distemper, kennel cough or other communicative canine diseases, Breeders strongly recommend and Buyer understands that the Puppy should be kept isolated by the Buyer (i.e., no parks, no walks in the neighborhood, no puppy classes, no dog shows, no trials, only crate visits to the vet, until the Buyer's vet gives the medical okay that the Puppy is of age to safely be in public places. Buyer understands and agrees that any exposure of the Puppy to these public areas in which the illnesses have been present or may be present will result in the Seller being held harmless and the Buyer fully liable for all vet care.
- 9) This Puppy shall not be rehomed, sold, gifted, or co-owned by the Buyers without the written permission of the Breeders. Breeders retain first right of refusal.
- 10) Buyer agrees to house this Puppy in a safe, secure environment and seek prompt veterinary medical attention for any illness or injury.
- 11) Buyer agrees that they will do one of the following: The Puppy's registration name a) starts with Legends and ends with Amistad, or b) starts with Amistad and ends with Legends. The full registration name shall be reported to the Breeders.
- 12) Should Steve Shope, Anne Shope or Judie Manuel (the "Breeders" as referred to anywhere within this Contract) become ill (or pass away), such that any one of these named co-breeders are unable to complete paperwork for registration of the litter or for the Puppy transfer paperwork timely, then the signature of any one of the Breeders on any paperwork shall suffice for registration of the litter or the transfer of ownership of any Puppy and as breeder of record, and all terms and conditions of this Contract shall remain in full force and effect. The heirs and assigns of the Breeders are directed to honor this directive.
- 13) 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 \$1,000), including but not limited to return of the Puppy to the Breeders as applicable. Abuse or neglect of this Puppy by the Buyer shall result in the Breeders taking this Puppy back with no refund of any purchase price. Any and all legal means at the Buyer's expense will be used to collect said fine or return of the Puppy to the Breeders.
- 14) 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.

15) This contract may not be amended, altered, or canceled without all parties herein confirming their agreement in an Addendum to this Contract.

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

**BREEDERS, as named below:**

**Steve Shope** \_\_\_\_\_

**Anne Shope** \_\_\_\_\_

**Judie Manuel** \_\_\_\_\_

c/o Steve & Anne Shope, 530 Lagunitas Road, SW, Albuquerque, NM 87105-7574  
505/3280573 (Steve) 505/328-6427 (Anne) email: [legendsranch@hotmail.com](mailto:legendsranch@hotmail.com)

**BUYERS**

Signature \_\_\_\_\_

Signature \_\_\_\_\_