

# SHEPSTONE BORDER COLLIES

## CONTRACT FOR PET/NON-BREEDING QUALITY DOG

### SECTION 1: BREEDER INFORMATION

Prefix: SHEPSTONE Breeders name(s): CHRISTY HITTNER &

Phone #: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

### SECTION 2: BUYER INFORMATION

Full Legal Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

E-mail \_\_\_\_\_ Other E-mail \_\_\_\_\_

Home # \_\_\_\_\_ Other # \_\_\_\_\_

### SECTION 3: DOG INFORMATION

Registration Name: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Registration #: \_\_\_\_\_ Microchip #: \_\_\_\_\_

Breed: Border Collie Gender: \_\_\_\_\_ DOB: \_\_\_\_\_

Coat Colour & Markings: \_\_\_\_\_ Eye Colour: R L

### SECTION 4: SALE

On (date) \_\_\_\_\_, the above named and described Breeder(s), agree to sell the above named and described Dog to the above named and described Buyer(s), for (price) of \_\_\_\_\_. If Buyer(s) is unable to pick puppy up by 8 weeks of age, with the exception if it being by fault of the Breeder(s) due to vet scheduling, Buyer(s) will be responsible for a daily boarding fee of \$15 X number of days (\_\_\_\_\_) = total: \_\_\_\_\_. All Payments are to be made in full a minimum of 72 hrs before dog is to be picked up or shipped.

## SECTION 5: SHORT TERM GUARANTEES

A pet dog is defined here to be a Dog which is in good health at the time of sale, and embodies the characteristics of the breed described in Section 3.

- a) This dog is guaranteed to be healthy for a period of 72 hours from the time of acquisition. In the event that the dog is acquired on a weekend/holiday, the guarantee begins at 8:00 AM on the Monday/next working day following the day of acquisition.
- b) Buyer agrees to have the dog examined by a licensed veterinarian during this time.
- c) Purchase price of the dog will only be returned to the owner providing that the dog was seen by a licensed veterinarian and is returned to the breeder during this time.
- d) Proof of examination by a licensed veterinarian must be provided to the breeder in order to be refunded.
- e) Owner is responsible for all costs involved in order to return dog to breeder, and to have dog examined by a licensed veterinarian.
- f) The Breeder does not assume any liability for any injury to said puppy during or after delivery.

## SECTION 6: LONG TERM GUARANTEES

- a) The Breeder agrees to replace the puppy ONLY if the puppy is not able to function as a family pet due to genetic disease. No monies will be exchanged between Breeder and Buyer.
- b) Proof of any claim must be made from buyers veterinarian to breeder and breeder has the right to get the dog rechecked by her veterinarian at her own expense.
- c) This guarantee is extended only to the original buyer.
- d) Breeder has two full years from time of acceptance in which to replace the above dog, with breeders dog of choosing.
- e) If Breeder is unable to replace dog during this time, buyer may if desired, ask for the purchase price to be refunded.
- f) Breeder reserves the right to refund value of dog instead of replacing dog at any time.
- g) Replacement will not be given until buyer sends a vet issued and signed spay/neuter certificate to the breeder, within six months of the date at which the claim was validated.
- h) Breeder is not responsible for shipping, travel, delivery, boarding or any other expenses incurred by the owner in replacement of the above dog.
- i) Replacement dog will be of the same value, quality and gender of the original unless otherwise agreed upon by both parties.
- j) If buyer(s) decides not to receive a replacement, no money refund will be given from Breeder.
- k) Buyer(s) agrees to continue to take the highest care of dog.

## SECTION 7: TERMS OF SALE

In addition to the aforementioned, the Buyer(s) agree to the following:

- a) That the dog will be registered with LIMITED registration with the (AKC) American Kennel Club and that they will transfer ownership of dog into their names within 30 days after receiving registration from Breeder(s) by sending both AKC and CKC MSC registration to the appropriate registration bodies with the correct fee. Breeder will otherwise retain ownership of this dog.
- b) That Breeder(s) reserve the right to choose the registration name of the dog, as written on page one of this contract, and no other prefix or suffix may be added to this dogs name without permission. This name may not be changed at any time without permission from breeder in writing.
- c) Not allow dog to partake in any stressful exercise until the dog reaches at least 14 months. (i.e. jumping over elbow height, running while connected to a bike on concrete) If it is found that this has taken place the guarantee for Hip and Elbows is null or void.
- d) Agrees to keep dog at a comfortable slim weight for dogs entire lifetime. If it is found that dog is 20 plus pounds overweight, this will be considered abuse and the HD guarantee is null or void. Breeder has the right to take repossession of the dog providing that weight gain is not caused by a health disorder (Thyroids).
- e) Agrees to send at least 1 coloured photograph no smaller then 5 X 7 and a short note to the breeder at least once a year, can be through e-mail.
- f) Agree that if he/she does not want the dog, it will be returned to the breeder(s) at the cost of the buyer(s) without a refund. Buyer(s) agrees to sign all ownership over to breeder(s). If dog is not spayed/neutered, dog will be returned to breeder intact. Failure to return dog to breeder will result with a \$20 000 fine (twenty thousand dollars).
- g) Agrees to attend at least two sets of obedience, conformation or puppy classes with a trainer and to socialize this puppy consistently before 12 weeks of age by allowing pup to meet many people of all ages.
- h) In the case that this dog is caught up in any court dispute (i.e marital) dog will be signed over to breeder and breeder will make the decision as to which buyer(s) the dog is to live with.
- i) If Buyer(s) neglect or abuses to provide adequate food, water, shelter, veterinary care, physical stimulation (i.e. exercise etc.), mental stimulation (i.e. playing, training etc.), socialization, to keep the dog mentally and physically healthy, breeder has full right to reposes dog and any offspring owned by the dogs Buyer (s) by same and Buyer(s) is responsible to pay a penalty fee of \$10 000 (ten thousand). Buyer(s) will also have to pay for all necessary health and training costs to restore dog and offspring to a normal adoptable state. Buyer(s) is responsible for all shipping, or travel costs to transfer the dog and any offspring to the breeders chosen location. Buyer(s) will sign dog and any offspring over to the breeder and will be responsible for all fees in order to do this.

## SECTION 8: NO BREEDING & SPAY/NEUTER AGREEMENT

I (Buyer(s)) \_\_\_\_\_ on the date of \_\_\_\_\_ agree that by signing below this dog will be registered with the AKC on LIMITED registration, which will prohibit breeding and registering of offspring. I/We, the owner(s), agree to spay/neuter Dog at the appropriate age and veterinarian confirmation of this procedure will be supplied to the Breeder. I/We agree NOT to breed Dog on purpose, nor by accident. If Dog is bred the puppies will NOT be eligible for registration with the AKC and will not be deemed purebred. In addition, I/We are aware that a person who sells as purebred, the progeny of any dog covered by such an agreement at the time of service, shall be deemed to have

