

Sales Contract

The sales agreement is entered into by Woodwind Miniatures, hereinafter referred to as Breeder/Seller, and:

Names(s): _____

Address: _____

City/State/Zip: _____

Email: _____

Phone: _____

hereinafter referred to as Buyer for the purchase of the Toy/Mini Australian Shepherd described below:

Name: _____ Sex: _____

Sire: _____

Dam: _____

DOB: _____ Color: _____

The agreed purchase price for the above referenced Toy/Mini Australian Shepherd is _____.

Breeder/Seller reserves the right to refuse sale of any of our Puppy/Dogs to anyone.

This Puppy/Dog is a purebred Toy/Miniature Australian Shepherd. Buyer agrees that if the puppy is registered, Woodwind Miniatures will be the registered kennel name. Breeder/Seller will supply up to date health record information to Buyer at the time of transfer of the puppy.

This puppy is to be considered a companion animal. Although the above described puppy/dog may have exceptional structure and may be capable of excellence in the show ring, the Breeder/Seller provides no warranty to Buyer as to the purpose of breeding or showing said animal. Breeder/Seller does not guarantee the size of Puppy/Dog within any given height or weight.

The buyer shall maintain the puppy in good condition, including adherence to a regular immunization schedule, heartworm prevention, good diet and a clean and safe environment.

The Breeder/Seller guarantee's this Puppy/Dog to be in sound health and not to be carrying any known contagious diseases at the time of purchase and upon Buyers receipt of this Puppy/Dog. Breeder/Seller guarantees said Puppy/Dog up to 12 months of age from the birth date of said Puppy/Dog for genetic health defects, which will take the Puppy/Dogs life. In such case and once a written and signed statement is obtained from two Licensed Veterinarians from two different clinics stating the puppy has such a genetic defect, Breeder/Seller agrees to replace said Puppy/Dog with a Puppy/Dog of equal value within a 12 month time frame (this 12 month time frame is to allow Breeder/Seller adequate time for new litters to arrive). This 12-month health guarantee is void if the Puppy/Dog has been used for the purpose of breeding.

Should the Puppy/Dog be found to have a certified genetic defect as required above, Buyer may then do one of the following:

1. Buyer may keep the Puppy/Dog with a refund of half of the purchase price of said Puppy/Dog. Buyer agrees to spay or neuter Puppy/Dog at Buyer's expense.
 2. Return said Puppy/Dog to Breeder/Seller at Buyer's expense for a replacement Puppy/Dog of equal value at the Breeder/Seller's discretion. Breeder/Seller at this point reserves the right to have a third opinion on the diagnosis from the Veterinarian of the Breeder/Seller's choice. At this time, the buyer will sign all registration papers over to Breeder/Seller.
 3. If the Puppy/Dog has to be put down due to these defects, a written statement from two licensed veterinarians from two different clinics must be provided to the Breeder/Seller stating that it is medically necessary for said Puppy/Dog to be put down due to these defects. Breeder/Seller will replace said Puppy/Dog within a 12-month time frame from when Breeder/Seller receives documentation from the licensed veterinarian stating that said Puppy/Dog has been put down. This will give Breeder/Seller adequate time from a future litter to arrive in order to replace said Puppy/Dog with a Puppy/Dog of equal value at Breeder/Sellers discretion. At this time Buyer will return all Registration papers of said Puppy/Dog to the Breeder/Seller. Unless the Puppy/Dog is being purchased for breeding purposes (requires a separate contract and price), Breeder/Seller makes no warranties or guarantees as to the fertility of said Puppy/Dog.
- Breeder/Seller makes no guarantees regarding the loss of said Puppy/Dog in the case of accidental death, theft, sickness due to lack of vaccination's, ect. Any sickness not related to Genetics, or any loss beyond the Breeder/Sellers control except as it relates to Genetics.

This sales contract is non-transferable. Should the Buyer decide to relinquish the ownership of said Puppy/Dog, this contract shall be deemed null and void. At no time is the Breeder/Seller responsible for any veterinary bills or any costs for the care of said Puppy/Dog after the dog has been purchased. Buyer has 72 hours from the time Buyer takes possession of the Puppy/Dog to have said Puppy/Dog examined by a licensed veterinarian. Should Buyer fail to have this Puppy/Dog checked by a licensed veterinarian within the 72-hour time frame, the health guarantee in this agreement is void.

If the Puppy/Dog is found to be in poor health, upon a written statement from a licensed Veterinarian Buyer will have two options:

1. Keep said Puppy/Dog assuming all costs for its care.
2. Return said Puppy/Dog at Buyer's expense for a full refund of purchase price only upon the Breeder/Seller's receipt of Veterinarian's written statement regarding the poor health of said Puppy/Dog. At this time Buyer will return all Registration papers of said Puppy/Dog to the Breeder/Seller. These provisions expire 72 hours from the time the purchaser receives said Puppy/Dog in their possession. Should the Buyer notice anything of concern, Buyer should immediately proceed to have Puppy examined so that the provisions of this 72-hour period may apply. Breeder/Seller has vaccinated this Puppy/Dog as required for its age at the time of this purchase agreement.

Shipping cost (when applicable): Buyer agrees to pay all costs to ship said Puppy/Dog including:

1. Crate to ship Puppy/Dog in.
2. Costs of veterinarians exams and health certificate(s).
3. The total cost for all flight arrangements to ship the Puppy/Dog.

Buyer must have all funds for said Puppy/Dog paid in full to Breeder/Seller prior to receiving said Puppy/Dog. Buyer agrees that if funds for shipping and purchase are not received to Breeder/Seller's satisfaction that Buyer will forfeit all rights to the Puppy/Dog and that Breeder/Seller will retain the deposit up to \$250.

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

Breeder/Seller as a result of any costs or expenses incurred by Breeder/Seller as a result of any act of Buyer causing liability, damages or injuries as set forth herein.

Breeder/Seller reserves that right that in the event Breeder/Seller should decide to discontinue breeding Toy and Miniature Australian Shepherd, this contract will become null and void.

The buyer has read and understands the foregoing and agrees that all parts of this contract constitute a binding agreement with the Breeder/Seller and the Buyer and that this contract constitutes the entire contract and that there are no other guarantees/warranties/conditions either express or implied unless clearly stated in this sales contract. All modifications of this contract shall be in writing and signed by all parties hereto.

If any term, provision, condition or covenant of this contract, for any reason, if found to be unenforceable, invalid or illegal, the remainder of this contract shall remain in full force and effect.

It is agreed by the parties to this contract that should legal action result from an alleged breach of this contract, any party found to be in breach of this contract shall bear all legal costs, including but no limited to expert and attorney's fees, incurred by the prevailing party. The parties further agree that legal remedies to breach of this contract shall be limited to reasonable, actual and substantiated costs incurred.

Buyer agrees that the laws of the State of Oregon will govern all legal questions, interpretations or disputes regarding this sales contract and the purchase of Puppy/Dog. The parties agree that venue shall be laid in Josephine County, Oregon. Buyer expressly waives any and all objections to jurisdiction and venue.

By signing this agreement, Buyer agrees to spay/neuter said Puppy/Dog within 6 to 12 months of the purchase date. Further, Buyer understands that the registration papers for this Puppy/Dog will be held, and full ownership of this Puppy/Dog will not be final until Buyer provides Breeder/Seller with written proof from a licensed veterinarian that said Puppy/Dog has been spayed/neutered. Buyer understands that puppy registration will be the responsibility of the Buyer, including photos and payment as required for registration.

By signing this contract, Buyer acknowledges that he has read, understands and agrees to be bound by all terms and conditions contained in this contract. Buyer understands that this document contains the entire agreement of the parties regarding the purchase of Puppy/Dog and intends to be bound by same, as well as, his heirs, successors and legal representatives.

Any checks returned for any reason is subject to a \$50.00 service charge per occurrence. If funds are not available/paid within seven (7) days of the date of notice of Breeder/Seller to Buyer, written and/or verbal, Woodwind Miniatures will void all guarantees, registration papers and pursue legal actions as set forth in this agreement at Buyer(s) expense. All payments are final.

SIGNATURE OF BREEDER/

SELLER:_____ DATE:_____

SIGNATURE OF

BUYER:_____ DATE:_____

SIGNATURE OF

BUYER:_____ DATE:_____