

KissMe Kennels
Miniature Australian Shepherds

Judith Challinger
PO Box 140
Vina, CA 96092
(530) 228-2207
judy@KissMeKennels.com

Sales Contract

This contract is entered into between Judith Challinger (hereinafter SELLER) and **<Buyer's Name>** (hereinafter BUYER).

This is to certify that the dog known as "**<Call Name>**" a **<color gender>** (hereinafter DOG) was sold to **<Buyer's Name>** on **<Date>** for the total sum of **<\$price>**, receipt of which is hereby acknowledged. The DOG is a purebred Miniature Australian Shepherd, sired by **<Sire's Name>** and out of **<Dam's Name>**. Copies of the three-generation pedigrees of both sire and dam are provided to BUYER. Registration papers with either the North American Miniature Australian Shepherd Club of the USA (NAMASCUSA), or the Miniature Australian Shepherd Club of America (MASCA), are provided as set forth in this Contract. The registration papers will include, as the first word of the DOG'S registered name, the KissMe kennel name.

SELLER warrants that the DOG is the progeny of breeding dogs examined and cleared free of eye defects, and x-rayed and cleared free of hip dysplasia. Copies of the certificates from the Orthopedic Foundation for Animals (OFA) and the Canine Eye Registration Foundation (CERF) for both sire and dam of the DOG are provided to BUYER.

SELLER makes the following assertions at the time of BUYER taking possession of the DOG:

1. The DOG is in good health, free of known contagious diseases and has had vaccination(s) and deworming required for its age at the time of this agreement.
2. The DOG'S eyes have been examined by a canine ophthalmologist, the written results of which examination are provided to BUYER.
3. Between seven and eight weeks of age, the DOG had a physical examination performed by a qualified veterinarian. The results of said examination are orally provided to BUYER.

BUYER may return the DOG to SELLER for a refund of the purchase price, less a \$200 placement fee, for any reason whatsoever during the first six months from the date of purchase, before DOG has been neutered. If BUYER elects to return the DOG, it will be BUYER'S responsibility to deliver the DOG to SELLER. BUYER will pay for any expenses incurred in returning DOG to SELLER. The purchase price, less \$200, will be refunded after DOG has been re-homed.

BUYER certifies, by signing this agreement, that the DOG will live with BUYER, be confined by a secure, fenced yard, will have adequate exercise, will have plentiful human contact and affection, and will have nutritious food and necessary health care from a licensed veterinarian, including all puppy vaccinations and, thereafter, veterinarian recommended vaccinations. BUYER also certifies, by signing this agreement, that he/she is not acting as an agent in this purchase; that BUYER will not resell this puppy to a pet store, guard dog business or medical research facility.

SELLER guarantees the DOG against any inheritable/genetic defects for twenty-six (26) months, including hip dysplasia. SELLER makes no guarantee regarding loss of the DOG because of accidental death, theft, sickness, etc., or any other loss beyond SELLER'S control, except as stated

above. If the DOG develops any inheritable/genetic defect within twenty-six (26) months from the date of birth, BUYER may return the DOG to SELLER for a replacement puppy of equal quality, selected by SELLER, if and when SELLER has the next litter of puppies. SELLER reserves the right to have a second veterinarian of her choice evaluate the DOG'S condition before the warranty will be honored, except in the case of OFA evaluated hip x-rays. BUYER may elect to keep the DOG, in which case, BUYER agrees to promptly neuter the DOG, providing a copy of the veterinarian's neuter certificate to SELLER. Under no conditions and at no time during the life of the DOG will SELLER pay or assist in paying veterinary expenses after the DOG is purchased, including any such expenses directly or indirectly related to any inheritable/genetic defects.

DOG is being sold as having **Show/Breeding** potential, which is defined as a puppy that has the potential to be shown and titled in the conformation ring and could be used for breeding. Additional payment in the form of breeding rights or a pick puppy may be required at the time the DOG is used for breeding, as set forth below. SELLER does not guarantee that the DOG will attain a championship or title. SELLER does not guarantee that Show/Breeding prospects will stay within size standards (i.e., 14" to 18" at the shoulders when fully matured). **Registration of the DOG will be in the name of the BUYER and SELLER listed as co-owners until the DOG is neutered and proof of neutering is supplied to SELLER.**

BUYER agrees to abide by the following requirements concerning breeding:

1. BUYER agrees not to breed DOG until DOG is at least two years old.
2. BUYER agrees not to breed DOG unless DOG is free of disqualifying faults as determined by the breed standard.
3. BUYER agrees to have the hips (OFA) and eyes (CERF) of the DOG examined and cleared by qualified veterinarians of BUYER'S choice and at BUYER'S expense prior to BUYER breeding the DOG.
4. If at any time during DOG'S life the hips or eyes of the DOG do not clear, BUYER agrees to not breed the DOG at all, to have the DOG neutered, and to immediately notify SELLER.
5. BUYER further agrees to breed the DOG only to a mate that has had its hips and eyes examined and cleared by qualified veterinarians, and that is free of disqualifying faults as determined by the breed standard.
6. BUYER agrees to have DOG tested for MDR1, prcd-PRA, and CEA/CH, at BUYER'S expense, and to work with SELLER to select appropriate mates based on the results of this genetic testing.
7. BUYER and SELLER agree to work together to select any mates for breeding.
8. BUYER agrees to participate, and make every attempt to acquire a title for DOG, in some type of competitive activity, including but not limited to conformation, agility, or herding.
9. BUYER agrees to breed responsibly, to utilize spay/neuter contracts for the majority of the puppies produced, and to require the same of the owners of any potential mates for DOG.

As an additional payment due for the show/breeding quality DOG, BUYER agrees to the following:
MALE DOG: SELLER may use DOG for breeding one litter per year for as long as DOG is intact.
BUYER agrees to make DOG available, and SELLER agrees to provide transportation for DOG.

FEMALE DOG: SELLER is to receive a pick puppy from the DOG'S first litter, to be selected when the puppies are 8 weeks old. SELLER will take second pick if BUYER is also keeping a puppy.
SELLER agrees to provide transportation for puppy.

OTHER ARRANGEMENT: _____

If BUYER should decide at any time that they no longer desire to breed the DOG, they agree to have the DOG neutered. Upon receipt of proof of neutering, SELLER will transfer full ownership of DOG to BUYER.

SELLER retains the right of first refusal if, at any time in the life of the DOG, BUYER is unable or unwilling to keep the DOG. If BUYER desires to sell the DOG, BUYER agrees to contact SELLER and allow SELLER the first opportunity to purchase the DOG. SELLER also retains right of first refusal to take the DOG back should BUYER wish to place the DOG in a new home, but does not wish any money back. If SELLER declines to exercise the right of first refusal, either to purchase the DOG back or take the DOG back with no monies exchanged, SELLER may assist BUYER in finding a new home for the dog. If BUYER finds a new home for the DOG, BUYER agrees to provide SELLER with the name, address and phone number of the new owner. SELLER makes no guarantees regarding finding a new home for the DOG, but will make its best efforts to assist BUYER with finding a new home.

BUYER understands that payment is due at the time buyer takes possession of the dog or, if being shipped, prior to shipping date. **Balance of purchase price is to be paid in cash or by cashiers check made payable to Judith Challinger.**

The Sales Contract is non-transferable. Should BUYER relinquish ownership in the DOG, for any reason, this Sales Contract shall be deemed null and void.

Although there are no plans at present to stop breeding Miniature Australian Shepherds, the above guarantees are valid only so long as SELLER is breeding said dogs. Should SELLER cease breeding said dogs, for any reason, this Sales Contract will become null and void.

In the event of a dispute, the state of California will have jurisdiction over the matter.

SELLER:

_____ Date _____

BUYER:

<Buyer's Name>

<Address>

<Address>

<Phone>

_____ Date _____