

# Eagle Elk's New Canine Contract

(Revised June 2003)

This contract is between Seller, Eagle Elk Australian Shepherds and the undersigned Buyer (hereinafter referred to as "Buyer", whether singular or plural). The following terms and conditions are agreed to between Seller and Buyer:

I, the undersigned Seller, have on this date: \_\_\_\_\_, sold the Australian Shepherd, known as: Eagle Elk \_\_\_\_\_ (litter name) Sex: male / female ; Intact //spayed/neutered; DOB: \_\_\_\_\_; Color: \_\_\_\_\_; Eyes: L=\_\_\_\_\_, R=\_\_\_\_\_; Tail: \_\_\_\_\_ ASCA #: \_\_\_\_\_; AKC #: \_\_\_\_\_

From a mating between:

SIRE: \_\_\_\_\_; ASCA #: \_\_\_\_\_; AKC #: \_\_\_\_\_ DAM: \_\_\_\_\_; ASCA #: \_\_\_\_\_; AKC #: \_\_\_\_\_

to the undersigned Buyer for the price of \$\_\_\_\_\_, with a paid deposit of: \$\_\_\_\_\_; balance paid on/by:\_\_\_\_\_. Payments and/or additional comments or conditions (both buyer and seller must initial appropriate category below):

\_\_\_\_\_ (FOR CO-OWNED BREEDING POTENTIAL PUPS) Puppy is sold on a co-owned basis with full AKC and ASCA registrations (to be mailed to Buyer once full sale price is paid) and health documentation.

Buyer may breed co-owned bitch at will with full rights and without restriction (other than as noted in contract below), or constraints, extra fees, or pick puppy back to seller. Seller has breeding rights to any bitch owned, co-owned, or leased without fees, or pick puppy back to Seller, unless otherwise agreed upon between Buyer and Seller. Seller may breed to co-owned bitch at will with full rights and without restriction (other than noted in contract below), or constraints, extra fees or pick puppy back to buyer, unless otherwise noted, or other compensation to Buyer, unless otherwise agreed upon between Buyer and Seller. Any breeding to co-owned bitch, by Seller or Buyer, shall be discussed regarding scheduling and neither Buyer nor Seller will have first choice/rights to breed bitch in concurrent/annual heat cycles.

Other comments/conditions:\_\_\_\_\_

Eagle Elk, Seller, reserves the right to breed any bitches owned, co-owned, or leased to all co-owned, Breeding Potential male dogs without additional cost/stud fee, pick pup return, etc. The Buyer has the right to breed any bitches owned, co-owned, or leased ONLY to the undersigned Buyer, to all co-owned Breeding Potential male dogs without additional cost/stud fee, pick pup return, etc. All other stud fees to outside bitches shall be divided 50%/50% between seller and Buyer.

Other comments/conditions:\_\_\_\_\_

\_\_\_\_\_ (FOR NON CO-OWNED BREEDING POTENTIAL PUPS) Puppy is sold on an independent basis with full AKC and ASCA registrations (to be mailed to Buyer once full sale price is paid) and health documentation. Buyer may breed at will with full rights and without restriction (other than as noted in contract below), or constraints, extra fees, or pick puppy back to seller. Seller releases any and all breeding rights to this bitch/dog.

Other comments/conditions:\_\_\_\_\_

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\_\_\_\_\_ (FOR COMPANION/NON-BREEDING POTENTIAL PUPS) Puppy is sold on an independent basis with limited AKC and ASCA registrations (to be mailed to Buyer once full sale price is paid) and health documentation. Buyer agrees to not breed this bitch/dog and will have pup spayed/neutered no later than 9 (nine) months of age. Buyer is full owner of dog/bitch without restriction or other condition.

Other comments/conditions: \_\_\_\_\_

This dog/puppy, to the best of my knowledge, is free from communicable diseases, is delivered with health certificate if shipped out of state (health records sent separately) and has been vaccinated and wormed regularly as detailed in individual health record.

### **GUARANTEES:**

The dog/puppy is guaranteed against any communicable disease for 72 hours/3 days after leaving Eagle Elk Kennels. If picked up from Eagle Elk Kennel, this dog/puppy must be examined by a veterinarian of the Buyer's choice within 3 days or this section of this health guarantee will be null and void. If shipped, the dog/puppy will arrive with a current health certificate, to be included in Buyer's costs, however, the Buyer is encouraged to have dog/puppy examined by a veterinarian of the Buyer's choice within 3 days of receipt. If this dog/puppy should die due to one of these communicable diseases (Distemper, Parvo., Leptospirosis, or Parainfluenza) within 3 days and proof of such death is documented by, and received from, a licensed veterinarian, the dog/puppy shall be replaced by one of the same sex and equal value, as soon as one is available.

The dog/puppy is guaranteed against: hereditary Hip Dysplasia (less than Fair rating), as diagnosed by the Orthopedic Foundation for Animals (OFA); congenital or hereditary eye defects, as diagnosed by a certified CERF ophthalmologist; males against monorchidism and cryptorchidism (to be determined after 12 months of age) and each documented by a licensed veterinarian, after the age of 24 months (for OFA) and all before 26 months of age. If the dog displays any of the above defects, the dog must be spayed/neutered (at the Buyer's expense) and documented proof by a licensed veterinarian received prior to a replacement dog/puppy of the same sex and equal value. Buyer agrees to send pup back to Seller at Buyer's expense, and without communicable disease present, prior to obtaining replacement pup. There is no refund of purchase price or well care or upkeep reimbursement. If the dog is used for breeding prior to being OFA and CERF cleared, this guarantee is null and void.

**ONCE THIS DOG IS USED FOR BREEDING, REGARDLESS OF AGE, THE BREEDER ASSUMES THAT DOG IS FREE FROM DEFECT AND ALL GUARANTEES ARE NULL AND VOID.**

Breeding Potential bitches are guaranteed to be able to produce at least one litter of two (2) or more live puppies. Breeding Potential males are guaranteed to be able to produce live offspring (not sterile). If at least two different veterinarians from two different practices, verify in writing that this contract specified dog or bitch, purchased by the undersigned Buyer, cannot produce live offspring as specified, Eagle Elk Australian Shepherds will replace the dog with one of the same sex and equal value when one becomes available after documented proof is received by a licensed veterinarian that the affected dog/bitch as been spayed/neutered. Said dog/bitch will be returned to Seller at Buyer's expense, and free of any communicable diseases, prior to obtaining replacement pup.

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Guarantees do not cover conditions due to accident, negligence or abuse, lack of good/proper immunization/health program, allowing a puppy/dog to ingest anti-freeze or other toxins or foreign objects that may damage the internal organs and/or cause death, or any natural cause of death, act of nature, or carelessness of the Buyer. Guarantees are non-transferable and become null and void at sale to other than identified Buyer. The death, loss, destruction, or injury to this dog/puppy from any cause whatsoever, prior to final payment has been made, does not relieve Buyer from obligation of further and complete payments due Seller.

### **BREEDING and REGISTRATION of this PUPPY/DOG:**

Eagle Elk, Seller, reserves the right to breed any bitches owned, co-owned, or leased to all co-owned Breeding Potential male dogs without additional cost/stud fee, pick pup return, etc. The Buyer has the right to breed any bitches owned, co-owned, or leased ONLY to the undersigned Buyer, to all co-owned Breeding Potential male dogs without additional cost/stud fee, pick pup return, etc. All other stud fees to outside bitches shall be divided 50/50% between Seller and Buyer. It is the Buyer's responsibility to provide Seller with her portion of fee, the name and registration numbers of the sire and dam, the OFA and CERF ratings of both the sire and dam, the date of mating and the results of the whelping, within 15 days of each event. If a co-owned male is sold, Seller, as legal co-owner, has first right of refusal. If she declines, sale price shall be divided 50/50% between owners. Possession, training, socialization, housing, feeding, medical, development of talents, and show/trial costs/fees are responsibility of Buyer, unless other specified arrangements are agreed upon in writing. Buyer agrees that when Breeding Potential male dogs or bitches are mated they are bred ONLY to OFA/PennHip passing (Fair or better rating), CERF cleared, and brucellosis cleared mates which meet the ASCA/AKC breed standard. Seller does not guarantee that this dog/bitch's ability to finish/attain a Championship, Working, or Performance title(s), due to the many variables involved in such a pursuit as this outcome is as dependent upon raising, training, and handling as it is upon breeding. Buyer purchasing any dog agrees to complete, at minimum, a basic obedience class, under the supervision of a professional instructor.

Prior to breeding this dog (co-owned or independently owned), Buyer agrees to tattoo, microchip, and/or DNA register this puppy/dog. Buyer agrees to breed to enhance the breed, to conform to the breed standard, and not to sell any offspring from this dog in any pet store, wholesale outlet, auction, or other mass animal sale venue.

This dog is registered, at minimum through the puppy's litter registration, with the Australian Shepherd Club of America (ASCA) and the American Kennel Club (AKC). The puppy/dog's name must start with "Eagle Elk" and ASCA and AKC papers will be filled out with this prior to being given to Buyer and are not to be altered. Breach of this will nullify all guarantees. Registration papers will be supplied to Buyer at the time of sale, or as soon as they are available from the registry, only when funds are paid in full by cash or a cashier's check at the time of sale. Otherwise, registration papers will be provided once all funds clear. If the dog/bitch is being sold on a Non-Breeding Potential Contract, the registration papers will be marked with a limited registration, their offspring will not be eligible for registration, and buyer agrees to spay/neuter dog/bitch no later than 9 months of age.

### **DNA TESTING:**

Seller has the right to have DNA samples collected from pup at any time. Samples of DNA to be sent to Seller's designated party. Buyer to complete sample collection and submit to designated party within 14 calendar days of request. Payment arrangements to be mutually agreed upon at the time of the event request.

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### **PICK ORDER:**

Pick order for pups is by first contract/first deposit received and then in descending order, per category [i.e. Breeding Potential picks remain in first come/first deposit for breeding/show/performance pups and Non-Breeding Potential (spay/neuter) picks remain in first come/first deposit for Non-Breeding Potential (spay/neuter) pups] and then in descending order. Seller has the full authority and right to sell, or not to sell, a pup to any Buyer subject to good and notable reason that Buyer would not take satisfactory care of the dog/pup. Seller also reserves option to provide proper "fit" discretion if a wide variance is noted between Buyer's request/goal and puppy's needs/personality, as Seller attempts to create the most appropriate and best "fit" home for each pup/dog (e.g. if Buyer requests a pup for a pet only, or a non-active home selects a pup with high drive and very active needs, then this option would become involved).

### **COSTS/INCENTIVES:**

1. First Time Junior Handler Discount = \$50.00
2. Repeat Buyer discount = \$50.00
3. Search and Rescue dog discount = \$100.00
4. Achievement Rebate = \$50.00 for the first earned CH, UD, ATD, or MACH title (or similar advanced level title) earned in a nationally recognized association. Rebate is not per title, but per dog, and only one rebate per dog permitted. Proof of title must be furnished to Seller within 60 days of earning title and Seller will provide rebate within 30 days of receiving such proof.
5. Deposit (non-refundable) = \$50.00 for Non-Breeding Potential puppy; \$100.00 for Breeding Potential puppy.

### **ROLL-OVER/RETURN/REPLACEMENT of this PUPPY/DOG:**

If Buyer feels there is no puppy of requested quality level, sex, or color available out of the chosen litter, Buyer may roll deposit to another litter of Buyer's choice. Buyer may roll deposit two times and then deposit is forfeited and this contract is void; or Buyer has two years from the date of this Contract in which to exercise Buyer's pick, whichever comes first. Following that date, Buyer forfeits Buyer's deposit and this contract is void. Buyer understands others are contracting out of future litters and Buyer will be placed in pick order on the litter of Buyer's choice following those who have already contracted. If Seller is no longer breeding, Buyer will receive a full refund of the deposit.

Eagle Elk will accept any dog/bitch it has sold back into its care at any time, however, a refund of purchase price or well-care or upkeep reimbursement, nor a replacement dog/puppy will be issued. Said dog will be re-homed and may be neutered/spayed. Pup/dog shall be returned at Buyer's expense and with registration papers signed over to Seller prior to any shipping taking place or simultaneously with delivery taking place. No mileage to and from airports, or other transportation, nor any veterinary bills, shall be owed to Buyer. All legitimate guarantees are settled by replacement of another dog/puppy. Buyer pays all shipping costs of returning dog and new replacement dog/puppy. No money refunds, unless the Seller stops breeding altogether.

Should the Breeding Potential pup have a disqualifying fault, per the breed standard and interpretation of same, (or have Lupus or seizures which are not caused by injury, bug bites, inappropriate medicines given, poisons ingested, abuse, neglect, and/or transmittable disease) which is hereditary in nature and not the proximate cause of an injury or neglect and is still within the guarantee period, and documented proof received from by a licensed veterinarian, Seller agrees to either:

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1. Credit to Buyer, toward the purchase of another pup, the difference between the purchase price of the Breeding Potential pup and a Non-breeding Potential (spay/neuter) pup price, upon receiving a letter from a certified veterinarian or ophthalmologist setting forth in detail the disqualifying fault or proof of hereditary or genetically contributed serious illness and that the Buyer has had the pup spayed or neutered at the Buyer's expense, if the Buyer chooses to keep the pup; or
2. Replacement Pup (Same as roll-over described above) If Buyer has not exercised the replacement pup option within these given parameters, the Buyer forfeits Buyer's rights to a replacement pup. Buyer understands that Buyer will fall in contract pick order on any upcoming litters according to first come/first received contracts. All terms and conditions, including guarantees, of this Contract shall apply to any Replacement Pup. At no time will conditions described herein or any combination with any other section extend past one replacement pup or the initial two year limit, whichever comes first.

### NOTE:

Seller has the right at any time to elect not to produce a certain cross or to stop breeding altogether. All funds held by Seller from Buyer in deposit or in payment on a specific cross shall be returned in full if Seller stops breeding altogether; Buyer will have the option to roll their deposit or payments to another cross (see roll-over above) should the contracted cross not be produced for any reason. Should Buyer stop breeding altogether, replacement pups will not be an option, only a refund as set forth herein for the difference between Breeding Potential pups and Non-Breeding Potential (spay/neuter) pup's purchase price under the guarantees as previously noted would be applicable.

BUYER: Print name: \_\_\_\_\_

Sign name: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Owner's Print name: \_\_\_\_\_

Co-Owner's Sign name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Home phone: (\_\_\_\_\_) \_\_\_\_\_

Work/cell phone: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

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\*\*\*\*\* OFFICE USE ONLY \*\*\*\*\*

Copy of Contract hand delivered / mailed \_\_\_\_\_ to Buyer on (date): \_\_\_\_\_.  
Puppy/Dog selected: \_\_\_\_\_ (litter name) on  
(date): \_\_\_\_\_  
Funds received on: Deposit: \_\_\_\_\_  
Paid in Full on: \_\_\_\_\_  
Puppy delivered / picked up / shipped on: \_\_\_\_\_  
via: in person / transported by air / ground (specifics): \_/Comments/Notes:/\_

Sample Only