

Puppy Contract/Co-Own AGREEMENT

Riverlook Aussies

Niki Gilland

[REDACTED]

[REDACTED]

[REDACTED]

jnt_179@hotmail.com

This contract is entered into between Riverlook Aussies/Niki Gilland (hereinafter "SELLER") and the client (hereinafter "BUYER").

Is sold to Buyer:

Name: _____

Address: _____

Phone: _____

E-mail Address: _____

This is to certify that the dog

Name: _____

Breed: Australian Shepherd Registration #: _____

Color: _____ Sex: M F Birthdate: 12-2-20

Sire Name/Registration #: Ch Copperridge's Wortha Risk on Riverlook BCAT
AKC/ASCA

Health Clearances: CAER Eyes Clear, Prelim Hips/Elbows: Good/Normal

DNA Diseases:

Clear-CEA, DM, Cone Degeneration, CMR1, HC, PRA, CMCD, HUU

Carrier: MDR1

Dam Name/Registration #: Ch Riverlook's Twist of Fate

AKC/ASCA

Health Clearances: OFA Hips: Good/Elbows Normal, CAER Eyes Clear

DNA Diseases:

Clear-CEA, Cone Degeneration, CMR1, HC, PRA, CMCD, DM, HUU

Carrier: MDR1

On _____ a deposit amount of \$ _____ (\$250.00 non-refundable deposit) was paid. The remaining balance of \$ _____ was paid on _____

Registration papers with AKC or AKC/ASCA will be provided as set forth in this contract on a co-own registration. Additional Terms: Special terms and conditions regarding co-ownership of show dog and potential stud dog as set forth herein apply.

_____ Show Prospect / Breeding Quality. A co-ownership interest in this Puppy is sold as a show quality animal, however no guarantee is made for future success in the show ring. A show prospect puppy has proper markings and color per the AKC and ASCA breed standards and possesses no disqualifying faults. Purchasing a puppy for show purposes is a risk and while the breeder has in good faith evaluated this puppy as show and breeding quality, it is agreed between Buyer and Seller that no guarantees are made other than those stated herein below.

SELLER GUARANTEES

The dog is in good health, free of known contagious diseases and has had vaccinations/deworming required for its age at the time of this agreement.

- The dog has had a physical examination performed by a qualified veterinarian between 7-8wks
- We give a 72 Hour Health Guarantee against any life threatening illness discovered at your health exam with your vet.
- BUYER agrees to make an appointment for your new puppy prior to him/her going to their new home or within 72 hrs.(please make this appointment in advance. It is your responsibility to do this while you are under the 72 hour guarantee time. Please keep in mind that we only guarantee your new puppy for 72 hours from the date of sale and only cover life threatening illness for a puppy replacement of the same value when one becomes available. WE DO NOT GIVE CASH REFUNDS!
- Life threatening illness means something discovered that will cause death to your new puppy only.
- The purchaser must provide us with a written statement from a veterinarian that declares the puppy unhealthy stating exactly the condition of the puppy. Puppies must be returned immediately. The buyer is responsible for all shipping costs.
- The buyer must keep the puppy current on all shots and de-wormings.
- The puppy is not guaranteed from common things such as parasites, worms, coccidia, giardia etc.. which can easily be resolved with a trip to the vet and some medicine. This puppy has been given all the appropriate medications to prevent and treat all parasites and worms. ***Please see enclosed health letter from vet and deworming and vaccination history.**
- The seller is not responsible for any vet bills after leaving our care. If the dog is determined to be in poor health within the 72hrs, as evidenced by a veterinarian's statement, BUYER can elect to keep the dog, assuming all costs for its care, or may return the dog for a full refund upon SELLERS receipt of the veterinarian's statement regarding the puppy's health. This provision will expire 72 hours after BUYER takes possession of the dog.

SELLER asserts and SELLER makes no guarantee regarding loss of the dog because of accidental death, theft, sickness, etc., or any other loss beyond SELLERS control. If the dog develops hip dysplasia (Puppy should not do excessive jumping/running/exercise for the first 12 mo. of life, where this can lead to dysplasia) or life threatening genetic defects within 26 months from the date of birth, BUYER may return the dog to the SELLER for a replacement puppy of equal value. If owner choose to keep the current dog until end of life, a veterinarian report will be given to seller, and puppy will be replaced when buyer is ready to do so. selected by the SELLER, if and when the 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. BUYER may elect to keep the dog. 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 expense directly or indirectly related to any inheritable/genetic defects.

NOTE: There is absolutely no guarantee made by Seller as to show or working success, fertility, pregnancy or production results on dogs deemed to be of show or working or breeding quality, and no guarantee is made as to merchantability or fitness for a particular purpose. All guarantees mentioned cease at such time as the dog is 26 months of age or is used for breeding purposes, whichever occurs first.

BUYER'S AGREEMENTS

A. The kennel name RIVERLOOK must be used in the registered name of the dog, if unnamed at the time of purchase, unless otherwise agreed in writing between Buyer and Seller. Requirements for registration in both the American Kennel Club (AKC) and Australian Shepherd Club of America (ASCA) will be met by Seller with ownership to be transferred to Buyer at date of sale.

B. Buyer agrees that the dog will not be used for breeding until at least two years of age, and only after the dog has been examined at least twice and found clear of eye defects(1st eval was at 8 weeks), only after the dog has been x-rayed and found to be clear of hip dysplasia, and genetic testing. Buyer agrees that if either inherited condition(hips and eyes) is found to be present, the dog will be neutered, and not used for breeding purposes.

C. Buyer agrees to maintain the puppy/dog and to make an effort to show him/her in both AKC and ASCA venues until such time as he finishes her championships in one of those venues at no cost to Riverlook Aussies. Buyer will pay all board & care, handling and travel costs of showing the dog. It is understood that both Buyer and Riverlook Aussies may decide on any alternative show schedule by mutual agreement with both parties always acting in the best interest of the dog with regard to both show career and potential breeding career. Acceptable titles can come from Conformation, Rally, Agility, Obedience, and herding.

D. It is agreed that once the dog meets all the necessary criteria at 24 months of age (or older) to be used as a breeding animal, then Riverlook Aussies & Buyer agrees that Riverlook Aussies is entitled to one pick puppy from a mutually agreed upon mating. After that time, transfer paperwork will be issued and the dog will be solely owned by Buyer. Any subsequent breeding plans will be the responsibility of Buyer.

E. Risk of loss or injury to the dog rests solely with the Buyer at all times after the Seller delivers the dog to the Buyer, Buyer's Authorized Agent, or Buyer's designated shipping agent.

F. This contract is not transferable, and if the dog is sold or otherwise changes ownership, then the guarantees as stated herein are void, unless prior written approval is obtained from Seller.

G. All costs of transportation, x-rays, and other veterinary costs relating to the sale or possible replacement of the dog under the guarantees stated herein are the sole responsibility of the Buyer.

ADDITIONAL TERMS & CONDITIONS OF SALE to which both Riverlook Aussies and Co-Owner have agreed:

Initial: _____ Buyer agrees that Seller / Breeder retains absolute first right of refusal of said dog should Buyer decide to sell or place said dog at a later date. Buyer confirms and guarantees that this dog is not acquired for purposes of resale.

Initial: _____ Buyer agrees to pay all shipping costs associated with said puppy or replacement puppy. Buyer agrees and confirms that no offspring produced by this dog will be sold thru or sold to pet stores. Buyer also agrees that no offspring from this dog will be sold/leased/co-owned to _____

Initial: _____ Buyer agrees not to breed said DOG before an acceptable OFA hip rating(fair or higher) is obtained between 24 and 26 months of age and at least two CERF eye clearance exams by a certified ophthalmologist prior to 24 months of age, and genetic panel complete

Initial: _____ Buyers agree to maintain the puppy / dog in good health, provide quality food, water and veterinary care including vaccinations throughout the lifetime of the dog. Buyer agrees that the dog will be kept as a family companion and shall not be left unattended on a chain or other tie-out device and further that the dog shall not be allowed to roam freely unattended and shall be kept on a leash or under voice command at any time when not in a fenced or enclosed area. Should Buyer fail to comply with such requirements for proper care, custody and control of the dog, then Breeder may repossess the dog with no compensation to the Buyer.

Initial: _____ Buyer certifies with signature that he/she is not acting as an agent in this purchase unless so stated, and that he/she will not resell this puppy to a pet store, guard dog business or medical research facility. Buyer further agrees that they will not offer or sell any offspring from this dog to a pet store or similar facility.

Initial: _____ Buyer agrees to contact Seller in any event that he/she/they are unable to keep the dog for any reason whatsoever, and to return the dog to the Seller / Breeder in the event they are unable to find a suitable private home for the dog agreeable to both Buyer and Seller, and hereby affirms and agrees NOT to turn the dog over to a humane society, shelter facility or rescue facility

Initial: _____ Buyer agrees that no dog bred by Riverlook Aussies will be bred to any Miniature American Shepherd, Toy Australian Shepherd, Miniature Australian Shepherd, or to anything not registered AKC/ASCA and will not register any offspring as anything other than an AKC/ASCA Australian Shepherd .

The sales contract is non-transferable. Should BUYER relinquish ownership of the dog, for any reason, this sales contract shall be deemed null and void.

This agreement is binding upon the parties hereto, their heirs, successors, and assigns, and shall be construed and governed in accordance with the laws of the state of Tennessee with venue of Giles County.

ALL TERMS AND CONDITIONS OF SALE AS STATED HEREIN ARE HEREBY ACCEPTED AND AGREED TO BY BOTH SELLER AND BUYER, AS ACKNOWLEDGED BY SIGNATURE BELOW.

BUYER _____ Date: _____

SELLER _____ Date: _____

Niki Gilland/Riverlook Aussies