

BUY/SELL AGREEMENT
(Updated 09/12/2009)
(A completed questionnaire is prerequisite to this agreement).

Date of Sale: _____

Name of Sellers:

Judie Manuel and/or Walter Manuel
Amistad Aussies
Winnett, MT 59087
Email address: amistadaussies2000@yahoo.com
WEBSITE: <http://www.amistadaussies.com>

Name of Buyer(s):

and

(if more than one Buyer, place other Buyer(s) address and contact information on the reverse side of this page)

Address (including zip):

Phone: Work _____ Home _____ Cell _____

Email: _____

Website: _____

WHEREAS the Buyer desires to buy for the valuable consideration set forth below and the Seller desires to sell a dog (hereinafter applicably designated pup or adult or dog) for the valuable consideration set forth below, the dog is therefore sold on the following terms and conditions as set forth and agreed upon herein by all parties named herein. Signature of both Buyer (whether singular or plural) and Seller (whether singular or plural) indicate Seller's and Buyer's agreement to all terms as set forth in this Agreement and each agree all terms are legal binding.

IT IS THEREFORE AGREED AS FOLLOWS:

1. **PURCHASE:** The following adult or pup AS CHECKED BELOW will be sold by Seller and purchased by Buyer for the amount (hereinafter the "Purchase Price") & terms and conditions designated herein

___ **ADULT (dog 2 years or over):** \$ _____ **Comment:**

Or

PUP (2 months to 23 months): \$600.00 **Comment:**

Registered Name: Amistad _____

Color: _____ Sex: _____

NOTES:

IF CHECKED HERE ____, the above-named adult or pup has been neutered or spayed. IF CHECKED HERE, ____ pup or adult is AS-IS

IF CHECKED HERE ____, Buyer agrees to spay or neuter the above-named pup or adult within the next sixty (60) days and furnish proof of such to Seller. Buyer understands and agrees that no transfer of registration will be made from Seller to Buyer until proof of spay or neuter has been received.

IF CHECKED HERE ____, Buyer agrees to spay or neuter the above named pup, papers will be furnished at purchase. Pup will be spayed or neutered as soon as possible around 6 months of age depending on advice of veterinarian. Proof of neutering or spaying will be sent to Seller.

IF CHECKED HERE ____, Buyer desires Seller to spay or neuter the pup or adult on Buyer's behalf and Buyer agrees to pay Seller Two Hundred and No/100ths Dollars (\$200.00) to cover the costs of the spay or neuter. Said \$200.00 shall be paid upon execution of this Agreement. The remaining Purchase Price shall be due and payable at the time the adult or pup is picked up.

IF CHECKED HERE ____, This pup or adult is being sold without registration papers.

IF CHECKED HERE ____, this pup or adult is being sold with registration papers.

IF CHECKED HERE ____, This pup or adult is being sold for breeding and/or competition purposes, and all known health issues, titles earned, and clearances obtained have been disclosed and/or furnished to the Buyer together with a five-generation pedigree.

____ **PUP \$600.00** **LITTER BORN** _____

Sire: Rockin A Ted

Dam: Imagineer's Sass Back @ Amistad (ASCA)
Imagineer's Sass Back at Amistad (AKC)
RN NAC, S-NCC, OJC, TN-E, S-TG-N, O-HP-O

Puppy's Description:

Color: _____ **Sex:** _____ **Nickname:** _____

NOTES:

IF CHECKED HERE ____, Buyer agrees to spay or neuter the above-described pup within one year of purchase and to furnish proof of such to Seller. Buyer understands and agrees that no transfer of registration will be made from Seller to Buyer until proof of spay or neuter has been received. This pup is being sold NOT FOR BREEDING. Buyer understands that any accidental litter or intentional litter produced by this pup is a breach of this Agreement and subject to penalties as designated herein.

IF CHECKED HERE ____, this pup may not be shown in altered conformation due to a disqualifying color fault.

IF CHECKED HERE ____, Buyer is purchasing a show or performance or working potential pup. IF CHECKED HERE ____, this pup may remain intact. Seller gives Buyer permission to neuter or spay this pup at Seller's discretion. Buyer understands that this pup, if left intact, is subject to the breeding conditions as set forth herein and breach of these conditions make Buyer subject to any and all penalties as designated herein.

LITTER DEPOSIT: To reserve a pup, a good-faith non-refundable deposit of One Hundred Dollars and 00/100ths (\$100.00) is due and payable upon the litter turning one week of age. If no Litter Deposit is received, Seller reserves the right to drop anyone on the waiting list from their respective numerical picking order.

SECOND DEPOSIT: Upon the pups turning six weeks of age, a second deposit of Two Hundred Dollars and No/100ths (\$200.00) is due and payable. Seller reserves the right, in coordination with the Buyer, to assist Buyer in determining an appropriate and applicable pick pup from the litter suitable for Buyer's environment, family, and competition endeavors. Seller reserves the right to refund the Second Deposit to Buyer if no pup meets Buyer's needs or Seller determines that no pup is of the temperament,

color, sex or attitude that Seller feels will be suitable and appropriate for the Buyer. Seller further has the right to retain any deposit and forfeit any sale of any pup if Buyer is proven to have furnished intentionally or inadvertently erroneous information on the Questionnaire.

FINAL PAYMENT: On or before the pup is transported to buyer or picked by buyer. Make check out to Judie Manuel.

Seller agrees to make every good faith effort to obtain an eye clearance on the pup on or before the Pup turning nine weeks of age. If Seller is unable to do so prior to the Buyer taking possession, then Buyer agrees to obtain an eye clearance on the pup on or before the pup turning six months of age at Seller's expense and to furnish a copy of said eye clearance for Seller's records. At the time the pup is transported to Buyer or picked up by Buyer, Seller agrees to furnish the Buyer with a copy of the following: Sire's & Dam's registrations, certificates of title, health clearances, DNA, a five-generation pedigree for the pup, shot and worm record for the pup, and pictures of sire, dam, and littermates.

2. **SHIPPING OR PICKUP:** All shipping or pickup expenses are the Buyer's responsibility. Health checks are \$65; these are required for transport by 3rd party (airline or shipping carrier) or at the request of the Buyer. Crate is \$45/pup and \$80/adult (these may be furnished by the Buyer if desired). Airport delivery fee is \$50 unless waived by Seller. Airline flight fees are the responsibility of the Buyer and must be paid up front or pup shipped c.o.d. All pups shipped overseas will be charged an additional \$100.00. Extra charges may apply if pup must remain in U.S. for any remaining time past 12 weeks.
3. **NAMING YOUR PUP:** IF CHECKED HERE pup's name must start with Amistad. No other kennel name may be included without the expressed written permission of the Seller.
4. **GUARANTEES:**
 - A. **Hips:** By age 26 months, Seller guarantees to Buyer a rating of fair, good or excellent with the Orthopedic Foundation for Animals ("OFA") or a pass rating from Penn-Hip. If the pup does not rate as guaranteed with OFA or Penn-Hip and PROVIDED veterinary proof is furnished prior to the pup turning 30 months of age indicating dysplasia and PROVIDING the pup has not suffered from any injury or illness or improper nutrition and care, one of the two following shall be applicable: 1) the pup shall be replaced by Seller with a pup of equal or better quality or 2) Seller shall refund one-half the purchase price to Buyer. Buyer agrees to neuter or spay any pup not receiving a passing hip rating and furnish Seller proof of neuter/spay. After spaying or neutering, said pup may be retained by Buyer or placed with Seller's approval of the new home.
 - B. **Eyes:** By age 26 months, Seller guarantees to Buyer the eyes to be rated normal by the Canine Eye Registration Foundation, Inc. If the dog is found to have a debilitating genetic eye disease or defect, PROVIDED veterinary proof is furnished prior to the pup turning 30 months of age, one of the two following shall be applicable: 1) the pup shall be replaced with a pup of equal or better quality by Seller or 2) Seller shall refund one-half the purchase price to Buyer. Any pup unable to be rated normal shall be neutered/spayed by the Buyer and proof of same furnished to the Seller. After spaying or neutering, said pup may be retained by Buyer or placed with Seller's approval of the new home.
 - C. **Health:** The pup is guaranteed to Buyer by Seller to be healthy upon shipping or hand delivery to Buyer. Any perceived illness in a pup should be vet verified within 48 hours of receipt of said pup. If a pup develops prior to age three years any of the following: epilepsy (non-injury or illness related), lupus or any other debilitating genetic immune suppression, proof of said health problem as named herein shall be put forth in a letter drawn by a certified veterinarian and forwarded to Seller for Seller's records. A replacement pup or a refund of one-half the purchase price shall be given to Buyer by Seller PROVIDED Buyer has furnished proof of said genetic illness and obtained permission from the vet for Buyer to talk directly to the pup's vet(s) and receive copies of said pup's health records. Seller has the right to forward any genetic information to any on-going Australian Shepherd health studies or genetic data banks at any time, as does the Buyer. We recommend getting a thyroid rating from only those laboratories listed on the OFA website prior to breeding your Australian Shepherd. If you obtain a hip rating, elbow rating, thyroid rating and mail in your eye clearance for certification, you will receive a CHIC rating from OFA. This means you have done all your health clearances and indicates the highest health clearance rating given by OFA. Doing

these things prior to your 30 month guarantees expiring is wise and it's great feedback for our breeding program.

- D. Dentition:** Seller guarantees to Buyer the dentition shall meet the breed standard by age twelve months on all breed quality pups. If the pup has a bite or dentition problem such that either is a disqualifying fault, 1) the pup shall be replaced with a pup of equal or better quality by Seller or 2) Seller shall refund one-half the purchase price. Proof of a disqualifying dentition fault shall be provided to Seller via a letter from a certified veterinarian before the pup turning 15 months of age or this guarantee is null and void. Pups with disqualifying faults in dentition must be neutered/spayed by the Buyer and proof furnished to the Seller. Pup may be retained or placed with Seller's approval of the new home.
- E. Seller's Rights:** Seller has the right to request a second opinion on any genetic defect named in A, B, C or D at Seller's discretion and Seller's expense.
- F. Buyer's Guarantees to the Seller the following:**
- 1) Buyer will not breed (accidentally or otherwise) this pup prior to the pup turning age two without Seller's expressed written permission;
 - 2) Buyer will obtain this pup's official certified hip rating and eye clearance at age two and report both to Seller;
 - 3) Buyer will not breed this pup unless the ratings obtained at age two are: hips OFA fair, good or excellent and eyes are certified normal by a certified ophthalmologist;
 - 4) Any breeding mate (accidentally or otherwise) used for this pup will be age two and have similar hip and eye clearances as required for this pup;
 - 5) Any genetic problems either experienced by this pup and/or produced by this pup will be shared with the Seller in a timely fashion and Seller or Buyer have permission to share this information with any of the pup's littermates, genetic health studies, the Amistad chatlist, and Imagineer's chatlist;
 - 6) Buyer holds harmless Seller from any action or inaction of this pup throughout its lifetime while under Buyer's or Buyer's designee's care;
 - 7) Never to mate (accidentally or otherwise) this dog to any other breed, register any offspring of this pup as miniatures or toys, or put any offspring of this pup into a pet store;
 - 8) To report back to the Seller any titles awarded this pup in any registry, feedback on any litters produced by this pup, and current address/phone/email information for the Buyer throughout the pup's lifetime; 9) And, if marked in the purchase section, Buyer will neuter or spay pursuant to the terms of that section and this Agreement.
- 5. RESALE OR REHOMING:** Seller reserves the first right of refusal on any dog at the original sales price or less as agreed upon between Buyer & Seller. If Seller does not use its first right of refusal, Buyer may sell the pup to another party **PROVIDED** Seller approves the new party and home environment. Any Buyer wishing to lease their pup to another party must allow Seller to approve the lease terms, facility in which the dog will reside, and person (people) to whom the pup is leased or co leased. Upon sale of a pup to a new party all guarantees given to the Buyer from Seller become null and void unless otherwise agreed upon in writing by the Seller to the new party. Pups or dogs with temperament (see Section 8) issues may NOT be resold by the Buyer without the Seller's expressed permission and the new buyer's expressed knowledge of said temperament issues. Section 8 will be applicable to the new buyer and it is this Buyer's responsibility to reiterate that fact as this Buyer is the person who will be held liable for breach of contract along with the new party.
- 6. PENALTIES/BREACH OF CONTRACT:** Breach of this Agreement by Seller or Buyer is subject to a \$500 fine per breach plus any and all other damages that might be awarded by a Court of law. Buyer understands that breach of this contract by Buyer voids all guarantees given by Seller and, if applicable due to breach of spay or neuter, transfer of registration papers may be permanently withheld.
- 7. RETURN OF PUP OR ADULT:** Any adult or pup may be returned to Seller at any time provided notice is given. All pups or adults being returned must be in good health, up-to-date on shots, free of ticks or fleas, and all registration paperwork fully executed must accompany the pup or adult at the time of the return. Return shipping is at Buyer's expense. Only if the returned Pup or Adult is re-sold by Seller will one-half the sales price be given to the Buyer. Seller has the right to gift any pup or adult as Seller's deems appropriate without the Buyer's permission. Buyer may be notified of any the new owners of any pup taken, given or purchased back from Buyer and placed by Seller.

8. TEMPERAMENT: Seller breeds to the ASCA breed standard. Buyer understands any pup (& particularly this breed) can be shy/reserved due to genetics, environment, training, handling, exposure, medications, illness, or pack family influence. Buyer understands that any pup (& particularly this breed) can be protective of their family and can also be pack leaders, if allowed, within their dog family. Buyer agrees to make every reasonable attempt to socialize the pup, to provide the pup with basic obedience and social skills, and to house the dog in a safe environment conducive to its temperament.

NOTE: If Buyer owns or retains a pup with temperament issues, Buyer is SOLELY responsible for any and all legal ramifications resulting from the pup's conduct and agrees to hold harmless and defend the Seller. If Buyer desires to rehome a pup with temperament issues, the new buyer must be apprised of all issues and Seller must have approval of the new home and be allowed to contact the new home. In addition the pup must be spayed or neutered prior to placement in the new home. If Buyer puts down (kills or has killed) said pup for temperament issues without the expressed and written permission of Seller being given prior to, Buyer must pay Seller a designated fine of \$2,000.00 within 30 days of the pup's death (no matter the age of the pup). Any pup one year or younger with temperament issues may be returned to Seller at Seller's expense (this includes flight and health check) PROVIDED the shot record and transfer of ownership papers fully executed are mailed to the Seller one week prior to shipping the pup or returned simultaneously with hand delivery of the pup. Buyer understands that temperament is not guaranteed beyond one year of age. Pups returned on or under one year of age may at Seller's discretion either be replaced or a refund made of one-half the purchase price PROVIDED Seller is not proven to have contributed to the pup's temperament issues through neglect, abuse, or lack of socialization. Pups returned to Seller that are over one year of age are returned totally at the Buyer's expense (this includes flight and health check). There is no replacement or refund for pups returned over one year of age. Upon the return of a healthy pup plus that pup's shot record and registration papers SIGNED over to Seller, Seller will hold harmless and defend the Buyer from any future actions or inactions of the pup.

9. LEGAL ACTION: If either party is forced to take legal action, suit shall be brought in the county and state of Seller's residence. Fees and court costs shall be the responsibility of the party found to be in default. No terms of this Agreement shall be changed without the expressed written permission of all parties hereto. The terms of this Agreement shall be applicable to all heirs of any parties named herein.

10. INSUFFICIENT CHECK: \$50.00 service charge. Any insufficient check should be made good within seven business days of notification of said insufficiency. Failure to do so is breach of this Agreement. All funds paid thus far may be retained by Seller with no recourse by Buyer and the sale of any pup or adult will be canceled.

EXECUTED & AGREED TO BY ALL PARTIES NAMED HEREIN:

Seller:

Buyer:

