

Puppy Contract with Limited Registration
Stonewall Aussies
Breeder: Morgan Tallant

WHEN YOU PURCHASE OR PLACE A DEPOSIT ON ANY PUPPY YOU AGREE IN FULL TO THE TERMS LISTED IN OUR PUPPY CONTRACT, WHETHER YOU HAVE SIGNED THE DOCUMENTS OR NOT.

Puppy chosen/Litter: _____

Date whelped: _____

Color: _____

Sex: _____

Sire: _____

Dam: _____

Purchase Price: \$_____ **NON-REFUNDABLE** Deposit: \$_____

Balance Due in CASH or CARD via PayPal \$_____ due at 8 weeks old (or agreed upon day of pick up).

Date of balance paid in full: _____

Method of Payment: _____ credit card (PayPal) / Cash_____

Registry Eligibility: American Stock Dog Registry (ASDR)

****Any money placed on a puppy is non-refundable and non-transferable for any reason. ****

WHEN YOU PURCHASE OR PLACE A DEPOSIT ON ANY PUPPY YOU AGREE IN FULL TO THE TERMS LISTED IN OUR PUPPY CONTRACT, WHETHER YOU HAVE SIGNED THE DOCUMENTS OR NOT.

1. Please print off and complete the following information if you are placing a deposit on a puppy.
2. This DEPOSIT CONTRACT (hereinafter CONTRACT) is effective when signed below by Buyer (whether singular or plural). The following terms and conditions are agreed to by Buyer:
3. *When a reservation for a puppy is placed, a \$500.00 (USD) deposit is required. The deposit goes towards the purchase price of the puppy and is **non-refundable**.
4. *Balance will be due when the puppy turns 8 weeks old or on the agreed upon day of pick up (unless payment is made via check). For payment with a check, the check must clear the bank before the puppy will be released for pick up. Please allow at least 10 business days for the bank to process the check.
5. *Stonewall Aussies reserves the right to cancel this contract, in which case the deposit will be refunded in full. If the puppy becomes unhealthy or deceased, then the contract will be void and the deposit will be refunded.
6. *Puppies will not be released to new homes until the age of 8 weeks. (This is for the wellbeing of the puppy).
7. *Puppies held beyond 8 weeks of age will be charged board at the rate of \$8 per day... (unless other arrangements are made and agreed upon). Buyer will also be charged for additional vaccinations and veterinary costs if kept beyond 8 weeks old.
8. *Puppies are sold on a spay and neuter contract unless full rights are bought.
9. *Buyer agrees to get puppy spayed or neutered prior to the puppy turning 18 months old.
10. *We accept payments made via PayPal, Venmo, Check, or Cash.
11. Seller cannot be responsible for Hypoglycemia (low blood sugar) or the effects of any stress related illness due to travel/rehoming. Buyer must make certain that their new puppy eats and gets plenty of rest.
12. Health Guarantee: Only untreatable, genetic breed panel diseases or defects will be considered. Each case is dealt with individually.
Said puppy/dog is guaranteed for one (1) year against genetic life-threatening diseases. If said puppy/dog is found to have a genetic life-threatening disease within the course of said puppy/dog's first year of life, Seller then agrees to 1. Refund HALF the purchase price of said puppy/dog OR 2. Offer next available pick (same color/gender/quality) from next available litter upon return of the puppy/dog to the Seller. A refund will be given only upon receipt of the report from a licensed veterinarian. Buyers must notify Stonewall Aussies within 24 hours of diagnosis with a written statement from your licensed veterinarian. Failure to send a written report to Seller within 24 hours of exam voids this guarantee. Stonewall Aussies reserves the right to have the diagnosis verified by another veterinarian of Seller's choice (at Seller's expense) before providing a refund. **The sales contract of the puppy/dog is a guarantee of good health and the puppy/dog appears to be in good health at the time of sale.** The Seller knows of no known contagious diseases that the puppy/dog has been exposed to and the dog does not appear clinically ill from parasitic infestations. Buyer accepts the Seller's guarantee of good health in place of a vet health certificate, unless buyer pays for health certificate in advance. Seller will state in writing any known defects

or contagious illnesses on the health records provided. Upon the buyer signing and accepting the terms of this contract, the buyer shall accept all disclosed and known health concerns or defects and the guarantee stated above will not apply to these disclosed health concerns or defects. For any of the above conditions, a full refund not to exceed the purchase price will be given to the purchaser upon receipt of the required documentation as stated above, or purchaser may choose a puppy of like kind from the next available litter. We will not require return of the original puppy if a genetic defect is found up to 12 months of age, if purchaser covenants to give it the appropriate care it requires for the lifetime of the dog but do require its return if purchaser no longer wants it. In the event of a death of a puppy under a year of age a necropsy must be performed to determine cause of death, then Stonewall's vet will review the findings, and decision will be made of how to move forward.

The Seller will assume no responsibility if this puppy/dog is given Ivermectin, Imodium or any of the Aussie -sensitive drugs and suffers an adverse reaction. No other guarantees are given.

As the seller, I understand that the typical puppy buyer is not necessarily as experienced with raising puppies as I am. If there is any concern at any time with your puppy, please call right away for tips and advice. I am always happy to share knowledge and advice on my dogs. It is better to call about a concern that turns out to be nothing than to not call and wish you had.

13. Initial Purchase: Buyer should also take the dog to his own Vet near him/her within 3 to 5 business days from this puppy/dog being in the buyer's possession. If this puppy or dog has a physical defect or life-threatening genetic breed panel illness, the buyer is entitled to a replacement puppy or dog after this ill /defective pup is transported back, for testing by Stonewall's veterinarian, with written documentation from the buyer's veterinarian, including lab testing, for full refund or replacement. We reserve the right to have a second opinion at our expense. Buyer pays all shipping expenses, unless otherwise agreed.
14. Buyer agrees to schedule the two remaining puppy vaccinations at approximately 12 and 16 weeks, and rabies vaccine by 5 months of age.
15. We will not pay for treatment of parasitic puppy conditions such as fleas, worms, or diarrhea due to such conditions as overgrowth of giardia or coccidia, as they can be induced from the stress of the transition. All puppies are sold in good health, with up-to-date vaccinations... Puppies are wormed at 2,4,6, and 8 weeks of age. Breeder is not responsible if both testicles do not descend. It is normal for 7-8-week-old puppies to have one or both testicles not yet descended, and there is no way to know if they will drop or not in time. **Under no circumstances will Stonewall Aussies pay any veterinary expenses incurred by the buyer.**
16. **We will not pay for treatment of parvo if your puppy contracts parvo!** Your puppy will be at the lowest level of immunity of its life at 8 weeks, even after receiving first

vaccinations by the breeder... The second series of vaccinations must be done within 4 weeks from the date of the first vaccinations, and the third series four weeks after that. Your puppy is not immune to disease until the final set of vaccinations. Buyer agrees to avoid dog parks, and other places contagions may be, when exercising or potty training their puppy, traveling, or picking up their puppy until then. It is recommended that you do not take your puppy anywhere until one week following the final vaccines at 16 weeks. If you must travel without your puppy, you agree to avoid boarding kennels, and keep your puppy home with a trusted friend or pet sitter.

17. This puppy is being sold as a companion animal, not to be used for breeding. Spay/neuter is mandatory. Buyer agrees to de-sex puppy not before 6 months of age, and no later than 18 months of age. In the event said puppy/dog has a litter, whether accidental or intentional, buyer agrees to pay the seller a breed right fee of \$1,000.00 (USD). This clause does not apply to puppies sold with breed rights. You are buying the puppy on a spay and neuter contract and you WILL NOT receive registration paperwork till proof of spay or neuter from your vet is forwarded to me and confirmed by me.
18. All puppies will carry our Stonewall's name within the registered name of the puppy with ASDR. Example Registered Name: Stonewall's Iron Lady.
19. When reserving a puppy Stonewall Aussies reserves the right to first pick of every litter, the right to refuse the sale of any puppy, and/or cancel the transaction.
20. If the puppy will need to be re-homed throughout its lifetime, buyer agrees to notify Stonewall Aussies and to work with seller to place the puppy/dog in an approved home. Buyer agrees not to turn puppy/dog over to a shelter under any circumstances. In that event, the puppy/dog is to be returned to Stonewall Aussies. No monies will be refunded for this clause.
21. Breeder cannot guarantee the adult size, weight, and eye color of puppy.
22. There is no warranty against bad bites. When the puppy leaves, if it is being purchased as a possible breeding dog, we will make sure it has a scissor bite. Bites can sometimes change. All I can guarantee is that it is a correct scissor bite when the puppy leaves at 8 weeks. By request, this can be checked and noted by a vet as well. Once a puppy leaves, a change is not covered, and the dog will not be replaced.
23. All shipping costs related to any puppy or dog being purchased, as well as in relationship to any puppy or dog being replaced for any reason, are the responsibility of the buyer. Seller shall not be responsible for death of said puppy due to negligence or carelessness of any airline or other live animal carrier, its agents or employees, or the buyer.

24. If the puppy is not picked up or delivered by 8 weeks or other arrangements made, the buyer will pay a boarding fee of \$8 per day along with any other additional vet expenses deemed necessary by Stonewall Aussies.
25. Buyer agrees to provide adequate shelter for their puppy, and to include it in family life inside their home, unless purchased strictly as a working farm dog.
26. Buyer agrees to provide puppy with adequate, but not excessive exercise, prior to one year of age. Appropriate exercise may constitute no more than a one-mile walks on a leash, swimming, or allowing puppy to play in a fenced area. Long hikes or runs with owner, jumping off furniture, etc., is harmful to a puppy's back and joints which are not yet fully developed. If diagnosed with hip dysplasia, it is likely caused by the lifestyle of the puppy/dog and Stonewall Aussies will not be held liable. If you look at that list of risk factors, you will see that too many of them are the very sorts of things that are quite likely to happen in the puppy's new home. Over-feeding, changes in diet (e.g., yummy scraps from the table, lots of cookies for the cute puppy), inappropriate exercise, stairs - all can turn a little hip laxity into a lifetime of painful dysplasia. A little too much love can go a long, long way. We still have a lot to learn about hip dysplasia, but we do know that there are environmental factors that affect risk. The new puppy owner takes over management at a critical time in skeletal development, and many probably do not realize this judging by the number of YouTube videos of puppies falling down the stairs, being dropped by little children, feasting on ice cream and fatty beef bones, and skidding across the wood floor to slam into the living room wall. These are just a few of the non-genetic factors that can also affect whether the developing hip joint will be normal or dysplastic.
27. The buyer is obligated to share all medical information and test results with the seller. Seller reserves the right to review this information with the seller's licensed veterinarian and contact the buyer's veterinarian prior to decision making.
28. I reserve the right to cancel the transaction at any time for any reason I feel fit, any monies involved will be returned.
29. If seller stops breeding Australian Shepherds at any time, this contract is null and void.
30. I, the undersigned, have read and understand the above statements contained and agree to abide by same.

This contract is under the jurisdiction of the state of Texas. In the event of any dispute the parties mutually agree that the dispute will be settled under the jurisdiction of Erath County, Texas.

All parties mutually agree that all lawyer fees will be paid by the buyer.

This agreement sets forth the entire agreement between parties. This Agreement may not be changed, altered, or amended except in a writing signed by both parties.

I, the buyer, have read, understood, and agree with all the terms and conditions set forth in this

sales contract.

By signing below, the Buyer acknowledges that he or she has read, reviewed, and received a copy of this agreement, and this will be a legally binding contract. Buyer is also agreeing that they are releasing, Morgan Tallant/Stonewall Aussies of all responsibilities of stated dog/puppy.

Should there be a legal dispute, then legal jurisdiction shall be in the state of Texas, within the Erath County Court System, in Stephenville, Texas. The buyer also agrees NOT to make any written or verbal representations against the SELLER per social or printed media, or by any other means, breaching this Agreement, the Seller has the rights to seek monetary damages in the amount of Twenty-Five Thousand Dollars (\$25,000). The Buyer agrees to authorize a consent judgement to the benefit of the Breeder/Seller in the applicable court of law that has jurisdiction to issue consent judgement from buyer.

Buyer signature: _____ Date: _____

Printed name: _____

Address: _____

Phone: _____ Email: _____

Seller signature: Morgan Tallant
