



## *Taylor Made Kennels*

c/o Carol & John Myers  
13528 Hartstown Rd.  
Linesville, Pa. 16424  
(814) 683-4515  
E-Mail: myers@taylormadekennel.com

### *Puppy Sales Contract*

***Individuals, who are interested in purchasing a puppy/dog, must read, understand, and sign the sales contract. Please email us the completed Sales Contract. An individual does not necessarily need to sign a Sales Contract in order to be bound to contract. If an individual makes a deposit or payment on a puppy/dog, the individual understands he/she has entered into a sales contract and is therefore bound to the sales contract.***

#### ***Purchaser's information***

***Name:*** \_\_\_\_\_

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

***City/State/Zip:*** \_\_\_\_\_

***Telephone:*** \_\_\_\_\_

***E-mail:*** \_\_\_\_\_

**Hereinafter referred to as "Buyer"**

**The undersigned Buyer and Seller do hereby agree to the following terms and conditions on the purchase of a Reg. Australian Shepherd puppy/dog.**

**1) Description of Dog/Puppy:**

**The dog sold pursuant to the terms of this agreement is as follows:**

**Color:** \_\_\_\_\_

**Sex:** \_\_\_\_\_

**Whelped:** \_\_\_\_\_

**AKC #: (if available)** \_\_\_\_\_

**Sire:** \_\_\_\_\_

**AKC #:** \_\_\_\_\_

**Dam:** \_\_\_\_\_

**AKC #:** \_\_\_\_\_

**And is hereinafter referred to as "Puppy/Dog"**

**2) Limitations of this Contract: This contract applies to the original Puppy/Dog and the original Buyer only and is non-transferable to a second party. No replacement will be given if Puppy has been bred, neutered, or spayed outside of the limitations set forth in this contract. Buyer is responsible for transportation costs to and from Taylor Made Kennels for original and replacement Puppy.**

**3) Seller's Representations:**

**A. As of the date of this agreement, Puppy/Dog is in good health and free of communicable diseases.**

**B. Buyer has 72 hours in which to have Puppy/Dog examined by a veterinarian and to personally inspect Puppy/Dog. Buyer may return Puppy/Dog to Seller for a full refund for any reason within this period, providing that Buyer agrees to pay all return transportation costs to Taylor Made Kennels.**

**4) Buyer's Representations:**

**A. Buyer is completely satisfied with and waives any and all claims regarding Puppy/Dog's conformation, and outward appearance (meaning Puppy/Dog meets the American Kennel Club breed standard for this age).**

**B. Buyer agrees upon purchase that Puppy/Dog will be registered with The Kennel Name "Taylor Made" in the registered name on the official registration.**

**5) Payment**

**A. Puppy/Dog, identified in Section 1, is being sold for the sum of \_\_\_\_\_ and, shipping \_\_\_\_\_ costs (if needed); paid on \_\_\_\_/\_\_\_\_/\_\_\_\_ as nonrefundable deposit, the remainder to be paid in full at least one week before shipping date or upon picking Puppy/Dog up. (All deposits are nonrefundable unless the breeding does not take or unless puppy is deceased, deposits are transferable to another litter)**

## **6) Health/ Temperament Guarantees:**

**A. Seller guarantees that Puppy/Dog is in good health and has received appropriate medical inoculations and care including parvo inoculations and worming. Seller will provide Buyer with medical information detailing treatment that Puppy/Dog has received under Seller's care, and future care Seller feels is essential to Puppy/Dog's well being.**

**B. Seller guarantees that Puppy/Dog is free of life threatening diseases or disabilities (i.e., parvo, distemper, rabies, etc.) for 72 hours after delivery to Buyer. If puppy/dog is not free of life threatening diseases or disabilities as documented by a licensed veterinarian, Seller will replace the puppy/dog with another puppy at the sellers' earliest convenience and with a puppy of equal value. Buyer is responsible for all shipping expenses. Seller strongly recommends that Buyer have Puppy/Dog examined by a licensed veterinarian of Buyer's choice within 72 hours of receipt of Puppy/Dog. Please note that the 72-hour window will be extended if Buyer receives Puppy/Dog on a Weekend or Holiday. Seller will at no time be responsible for any veterinarian bills incurred after puppy is received by the buyer. Seller will not assist with any veterinarian bills for any conditions. No exceptions.**

**C. Seller strongly recommends that Buyer attend Obedience Classes with Puppy/Dog and provide proper socialization opportunities for Puppy/Dog.**

**D. Seller shall not be held responsible for the acts of Puppy/Dog.**

**E. Seller shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders.**

**F. Should Puppy/Dog exhibit aggressive behavior which Buyer deems intolerable and irreversible within 12 months after purchase; Buyer will provide Seller with proof that Puppy has been sufficiently socialized and that obedience classes and other structured training methods have been attempted with no results. Upon receipt of such proof; evaluations of Puppy/Dog will be done by a trainer pick by the buyer at buyer's expense. Should Puppy be deemed irreversibly aggressive; Buyer will arrange for euthanasia of Puppy/Dog. Seller will provide Buyer with a replacement Puppy/Dog of similar quality; as soon as one is available to Seller. Buyer is responsible for all shipping expenses. If Puppy/Dog has not received adequate socialization or if Puppy has been fought, Seller will accept Puppy/Dog back but there will be no replacement or refund.**

## **7) Maintenance:**

**A. Buyer agrees to maintain Puppy/Dog in good health, provide routine preventative health care including, but not limited to the following: annual physical exams by a licensed veterinarian, annual vaccinations against DHLPP, annual fecal exams, continual heartworm prevention, and rabies vaccinations as mandated by Buyer's state and county laws. Buyer also agrees to keep Seller informed on the condition of Puppy at least once a year**

**B. Buyer further agrees to provide exercise as indicated in order to maintain Puppy in proper weight and physical shape. A proper diet of top-quality dog food shall be fed.**

**C. During the life of Puppy/Dog, buyer and Seller agree to notify each other within 30 days; of any change in address, or telephone numbers.**

**D. Buyer agrees that Puppy/Dog is NOT TO BE LEFT SOLELY IN A BACKYARD OR KENNEL, and will be allowed to spend substantial quality time in the home with family members. Puppy/Dog is sold with the understanding that it was to go to carefully selected parties that are familiar with the breed and Buyer will insure that Puppy/Dog shall become a member of the family. (This is to assure proper development and maintenance of temperament for which Puppy/Dog was bred.)**

**8) If the dog/puppy is intact the following will apply to maintain the sellers kennels reputation and bloodline:**

**A. All breeding of the dog must be for the betterment of the breed and follow the AKC Breeders Code of Ethics.**

**B. Dogs shall only be bred to stud dogs/bitches that are registered by the ASCA, Or AKC.**

**C. Under no circumstances shall buyer, successors or assignees, allow dog papers or pedigree to be used to falsely register another dog within any dog or pet registries.**

**9) Miscellaneous:**

**A. If it reported and confirmed that Puppy/Dog is being abused or neglected by Buyer, rights and ownership of Puppy will automatically be terminated and revert back to Seller who may immediately assume possession. Buyer agrees Seller WILL REPOSSESS PUPPY UPON EVIDENCE OF ANY NEGLECT, ABUSE, AND/OR FIGHTING; AND THAT BUYER WILL BE RESPONSIBLE FOR SELLER'S FEES AND COSTS INVOLVED IN THE REPOSSESSION.**

**B. If at any time circumstances are such that Buyer cannot keep Puppy/Dog, Buyer grants Seller RIGHT OF FIRST REFUSAL to take possession of Puppy at the original purchase price less the non-refundable deposit. Such offer of RIGHT OF FIRST REFUSAL will be given to Seller via Certified Mail. Seller shall have 5 working days after receipt of written notice to exercise this option. Any transfer back to Seller shall be accompanied by the appropriate registration paperwork properly endorsed by Buyer. (In the event of emergency circumstances that require immediate relocation of Puppy, he can be returned to Seller immediately, and Seller will thereafter handle the transfer as appropriate.)**

**C. Buyer will not sell, give, or otherwise transfer the ownership of Puppy without first giving Seller RIGHT OF FIRST REFUSAL (Section 9-B.) If Buyer can not keep puppy/dog, Buyer must consider placing Puppy/Dog in a animal shelter, humane society, or release puppy/dog to a rescue group.**

**D. Should Buyer choose to break any of the covenants of this contract; the remainder of the contract is null and void, Seller will have the right to repossess Puppy/Dog and Buyer will be liable for any costs involved in the repossession.**

**The above are the terms of sale. If buyer has any questions about this sales contract, buyer needs to get clarification from seller. By making a deposit on a dog/ Puppy, buyer is thereby bound to the terms set in this sales Contract.**

**By signing below, Buyer declares that he/she has read, understands, and agrees to the above contract.**

**Print Seller's Name:**

\_\_\_\_\_

**Seller's Signature:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Buyer's Name:**

\_\_\_\_\_

**Buyer's Signature:**

\_\_\_\_\_

**Date:** \_\_\_\_\_