Southern Charm Miniature Aussies

Sales Contract

This agreement is made and entered into this \_????\_\_\_ day of \_ ??????\_\_\_, 20\_??\_\_ by and between SOUTHERN CHARM MINI AUSSIES (Seller), and \_Your Name (Buyer), for the purpose of setting forth terms and conditions of purchase by the buyer of a purebred Miniature American Shepherd from the litter whelped on \_???????????\_\_\_\_\_ out of Sire \_Southern Charm Male and bitch \_Southern Charm’s Female . Said puppy is being sold to the buyer without breeding rights. Should buyer choose to break any of the portions of this agreement, the remainder of the agreement will be considered null and void, and seller will have the right to repossess the puppy/dog. Buyer and seller agree that this Contract will be governed by the laws of the State of Georgia and may not be altered, modified, or rescinded unless agreed in writing by both the buyer and the seller.

**PURCHASE AGREEMENT**

1. For the sum of $\_?????\_\_, the seller agrees to sell, and the buyer agrees to purchase a female / male puppy from the litter described above. The seller is NOT allowing breeding rights to the said buyer. Seller warrants that the above described puppy is a purebred Miniature American Shepherd and can be registered and that the registration paperwork has been provided to the buyer as of the date of the completed purchase. Failure to adhere to the above agreement will result in a breach of contract and said puppy and its buyer will be subject to full legal consequences according to the litigation laws of the State of Georgia. Said puppy will be spay/neutered before the puppy is SIX MONTHS of age. Failure to comply will also relinquish your rights as owner of said puppy and puppy will be returned immediately to the seller. By signing this agreement this buyer is bound by this agreement to NOT breed any dog sold **without** breeding rights. Seller requires that all puppies registered by the buyer will have their registered name with any/all registries start with: **SOUTHERN CHARM.**
2. The seller will provide up to date health record information to the buyer at time of transfer of puppy verifying all vaccinations and deworming up to date for the appropriate age of puppy.
3. Seller guarantee’s puppy to be sound and free of diseases at time of transfer of said puppy to buyer for period of (3) days. Seller is not responsible for stress related outbreaks caused by the transfer of said puppy to a new environment. Seller will make themselves available to buyer for questions, concerns, and to assist with advice on any level to maintain a smooth and stress free transition as possible. Buyer will contact the seller immediately upon seeing signs of stress, weakness, or illness during the adjustment transition period. Buyer is required to take said puppy to a qualified veterinarian immediately upon seeing any signs of distress. Buyer is required to follow all instructions provided by veterinarian to assure a full recovery.
4. Buyer agrees to have said puppy examined by a licensed small animal veterinarian within (3) days of receipt of said puppy. By signing this contract, buyer waives the health guarantee if not examined during the three-day trial period. If said puppy is to be found in poor health during this time period, as evidenced by a signed written report by a licensed veterinarian, the buyer will have the option to return the puppy at seller’s expense for a full refund or replacement as soon as comparable (of equal value) becomes available. Seller has the right to request a second opinion from a non-associated veterinarian within a reasonable distance from the buyer’s home. To refund or replace will be the choice of the buyer. If the buyer decides to keep said puppy, they will assume all expenses involved with said puppy in regard to expense of care.
5. Seller warrants that said puppy is the progeny of breeding dogs examined and certified by the Canine Eye Registration Foundation as approved for safe breeding, cleared free of hip dysphasia by the Orthopedic Foundation for Animals, and have recorded results of not being positive for PRA or CEA. Seller will replace (of equal value) or refund with proper verification for the following genetic defects:
6. Failure to receive a passing rating on hips from the Orthopedic Foundation of Animals.
7. Failure to receive a passing reading from Canine Eye Registration Foundation.
8. Additional debilitating conditions due to genetic health problems must be discovered 24 months from birth of said puppy. They must be submitted by two different veterinarians at two different clinics certifying that said puppy is suffering from one of the following: Thyroid, epilepsy, immune suppression, Positive PRA, Positive CEA.

At this time buyer can either keep said puppy or assume all medical expenses with a refund of half the purchase price from seller or return said puppy at buyer’s expense for a replacement puppy of equal value.

1. Buyer certifies, by signing this agreement, that said puppy will live with the buyer, that said puppy will have adequate exercise, love and attention, proper housing and shelter, nutritious food, fresh water, and all necessary health care from a licensed veterinarian. Said puppy will always be an INSIDE dog and will not be placed in a kennel outside with living quarters. Said puppy will be given all necessary vaccinations and deworming necessary to keep said puppy healthy and safe from disease. Buyer agrees that he/she is not acting as an agent in this purchase and that he/she will not sell said puppy to a pet store, guard dog business, or research facility.
2. Seller shall not be held responsible for the development of disqualifying faults, diseases, disorders, or temperament which is due to buyer’s negligence. Seller is not responsible for acts of the puppy, which are due to the buyer’s negligence. Should said puppy exhibit aggressive behavior which buyer deems intolerable and irreversible with (1) one year of its birth, buyer will provide seller with proof of obedience classes or other structured training methods that have been attempted with no results. IF AT ANY TIME IN THE LIFE OF SAID PUPPY/DOG, the need arises for buyer to relinquish ownership of said puppy/dog, seller has the FIRST right of receiving the said puppy/dog back from the buyer. At no time will said puppy/dog, be sold or given away to any person, shelter, or institution without the consent of the seller. **No refund or compensation will be given under these circumstances.**
3. Buyer certifies by signing this agreement they understand that a puppy rated as a Show/Breed Quality puppy is defined as a puppy that has the potential to be shown and titled in the conformation ring and could be used for breeding. Seller does not guarantee that the puppy will attain a Championship title in the conformation ring. Seller does not guarantee a puppy to stay within size standard (i.e. a Toy with the size limit of 14” could mature over 14” then classifying it as a Mini). The buyer is highly suggested by the seller to present any puppy rated as a Show/Breed Quality for re-evaluation by the seller if buyer has the opinion a puppy rated as Show/Breed Quality should be re-classified as a Pet/Companion puppy. If the seller finds said puppy the need to be reclassified, the breeder will replace said puppy with another Show/Breed Quality potential puppy. At the time the buyer will have the option to keep the first puppy at the Pet/Companion price with a refund of the difference between the original purchase price of the said first puppy and pet/companion price once said first puppy is spayed. Buyer must then keep first puppy as a pet/companion without breeding rights once reclassified as such.
4. A buyer purchasing a Show/Breed Quality potential puppy with breeding rights must have said puppy/dog’s eyes officially certified with a Certified Veterinary Ophthalmologist at one year of age, OFA preliminary hip x-ray for hip dysplasia at one year, and OFA official hip x-ray for hip dysplasia at two years of age.
5. The demand for Miniature American Shepherds is high. The buyer understands that there may be 2 (two) deposits on the same puppy. One deposit is if the puppy evaluates as a show/breeding puppy. Evaluation of all the puppies is done between 8-9 weeks of age. If said puppy evaluates differently that you have put a deposit for (deposit for show/breeding and evaluates as a pet/companion or a deposit for a pet/companion that evaluates as a show/breeding prospect) it will be the decision of the buyer to get a full refund from the seller, choose another puppy from this litter, if available, that does evaluate as needed, or wait for the next litter and keep that deposit on file.
6. The buyer agrees said puppy will receive Nu Vet Plus tablets for the life of the dog, from date of this contract to ensure that said puppy will have optimum protection and a boosted immunity builder to whatever his environment might be during his critical growth stages. Nu Vet Plus tablets supplements are required as part of your pet’s health guarantee. SEE ATTACHED ADDENDUM. Once you, the buyer, see the beneficial effects and wonderful results from this mineral supplement, we know that you will continue the program for the rest of your dog’s life to ensure he/she has a long, happy one. ALL the breeding dogs at SOUTHERN CHARM MINI AUSSIES are taking Nu Vet Plus tablets as a part of the health guarantee we give you that we take the best possible care of the dogs we choose to reproduce.

This agreement is made and signed by both parties to insure the well-being and protection of this puppy. The buyer has read and understands the foregoing agrees that ALL parts of this contract are a binding agreement with the seller. If the buyer breaches any part of this agreement, the seller is released from any obligation under this agreement. If either the buyer or the seller takes legal action regarding this contract, action will be initiated in the county of the seller’s residence. Legal fees and court courts shall be the responsibility of the party found at fault.

SELLERS SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_

BUYERS SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_

CO-BUYER SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, ST, Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Buyer Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, ST, Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Southern Charm Miniature Aussies

ADDENDUM TO PUPPY CONTRACT

Dear Puppy Buyer,

PLEASE NOTE THAT NU VET PLUS IMMUNE SYSTEM BUILDER ARE REQUIRED AS PART OF YOUR PET’S HEALTH GUARANTEE!

Due to the varying kinds of dog food on the market and the different environmental conditions the dogs come in contact with, **Southern Charm Miniature Aussies WILL NOT** guarantee the dog unless they are given NuVet Plus tablets at the manufacturer’s suggested dose of one (1) tablet daily. Failure to do so for the life of your dog makes this breeder’s contract null and void. If your puppy is sold WITH breeding rights and the recommended daily dose is not followed for the years your puppy is of breeding age, the contract is also null and void and you will no longer have any breeding rights with your puppy/dog. If you choose to keep said dog on NuVet, your health guarantee against genetic defects will continue to be in effect as long as said puppy is kept on a FIVE STAR dog food.

I, as a breeder and customer of NuVet believe in this product and its beneficial effects with all my heart. I have witnessed firsthand the wonderful results it has on my puppies and breeding dogs.

More than a million dogs and cats are using NuVet to protect against most ailments (from back yard pesticides, pet food allergies and hormones, toxic formaldehyde in furniture and carpeting, ailments transmitted from dog parks and the vet’s office, etc.) while receiving the benefits of maintaining a **beautiful skin and coat**.

This is not just a vitamin! It’s an **immune system builder** with a precise balance of vitamins, minerals, omega fatty acids, amino acids and high-potency antioxidants. That’s why it works so well through all three stages of a dog’s life.

**For Younger Dogs** (under 2 years old). It strengthens their immune system, while building and strengthening the cardiovascular, skeletal, and nervous systems.

**For Dogs In Their Prime** (ages 2-8). It improves the luster of their skin and coat while protecting against allergies, skin and coat problems, staining from tears, digestive problems, etc.

**For Older Dogs** (over 8 years old). It helps reduce and eliminate arthritis, tumors, premature aging, cataracts, heart conditions, diabetes and many types of cancer, while extending the life and improving the vitality of most dogs.

NuVet Plus will keep your pet on the path to perfect health! It is not available in stores, and is only available to the general public with an order code from an authorized pet or breeder professional.

For your convenience, you may order directly from the manufacturer (at up to 50% off what most veterinarians charge) by calling **1-800-474-7044** and using **Order Code: 42169**, or by ordering online at www.nuvet.com/42169. By using auto ship, which I do then I don’t have to worry about running out, you can also save an additional 15%.

Thank you so much for your business and we are so glad to have you as one of our “Wiggle-Butt Family” members!!

Mike and Karla Benjamin

Southern Charm Miniature Aussies

BUYERS SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_

CO-BUYER SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_