

# *Renegade Miniature Aussies*

## Pet Contract

This contract is entered into on this \_\_\_ day of \_\_\_\_\_, 201\_\_ voluntarily by Renegade Mini Aussies, Seller, and \_\_\_\_\_ (Buyer). Buyer agrees to pay \$\_\_\_\_\_ (minus \$\_\_\_\_\_ deposit received \_\_\_/\_\_\_/\_\_\_) for said puppy described below:

Name: Renegade \_\_\_\_\_

Sire Name: \_\_\_\_\_ Reg. #: \_\_\_\_\_

Dam Name: \_\_\_\_\_ Reg. #: \_\_\_\_\_

Description: \_\_\_\_\_

The buyer agrees and binds him/herself to take good and reasonable care of said puppy/dog. Which includes but not limited to; feed and house properly, not to let him/her run loose and/or unattended at any time, give or secure the best of attentions to the physical welfare of the puppy/dog at the Buyers expense. If the buyer is unable to provide for this puppy/dog, it may be returned to the seller at no charge or refund by seller.

The puppy/dog shall be of PET quality as determined by the Seller.

### Pet Quality:

May be defined as a puppy/dog that has a disqualifying fault or other shortcoming that precludes showing and or breeding (said fault will not prevent the puppy/dog from living an otherwise normal and healthy life) OR a show or breed quality puppy available to an approved home on a pet contract. Said puppy will be required to be spayed/neutered before 6 months of age unless a show/breeding contract is discussed prior to purchase. Puppies/dogs classified as pet quality will receive LIMITED (NO BREEDING) registration papers upon receiving receipt from veterinarian showing date of spay/neuter AND confirming with the clinic. Emailing scanned copies is preferred over mailing physical copies.

### Payment Terms:

Payment in full must be made prior to Buyer taking ownership of the dog. Deposit can be made by check, cash, money order, or Walmart Money Gram. Final payment if picking up must be made in cash (receipt provided upon request). Deposits and payments can be made via Paypal but Buyer is responsible for the 4% Paypal fees we will incur to accept it. **\*ALL DEPOSITS ARE NON REFUNDABLE!\*** If we have a backup buyer for the puppy you reserved, we will allow you transfer the deposit to another puppy from the same litter or another litter within the next six months. If we lost all buyers while the puppy was reserved in your name, the deposit will be forfeited and non-transferable. We do understand that life happens and some situations may arise when a new family cannot take a puppy they have paid for and in this case, we will refund the purchase price MINUS the deposit. When shipping is necessary, we will ship Delta COD (Collect On Delivery- Buyer will pay at pickup) and payment for the vet can be made by Buyer over the phone or added to the cost of the final payment along with the airline approved shipping crate. Seller has

chosen not to charge for the time and gas required to get said puppy to the airport unless extreme measures have been insisted upon by the Buyer. \*ALL\* puppy related expenses \*MUST\* be paid by the BUYER before said puppy will leave the Seller's home!

#### Health Guarantee:

Said puppy/dog has been vaccinated according to the attached health record and recommended future vaccination schedules will be listed. Said puppy/dog is guaranteed healthy and free of communicable diseases at the time Buyer takes possession and up to ONE (1) week after. If said puppy is found to have a communicable disease\* said puppy/dog can be returned to Renegade (uninjured/unharmd and along with registration papers) and Buyers will be notified of the next comparable available puppy/dog as a replacement OR Buyers may keep said puppy and Renegade Mini Aussies will refund 10% of the purchase price to help cover vet expenses.

\*Includes parvovirus, canine distemper, etc. Renegade Mini Aussies will not be held liable for any internal/external parasites once said puppy/dog leaves Seller's home. Fleas, ticks, intestinal worms, coccidia, etc not included as they can be picked up anywhere and not just at our home.

Said puppy/dog is guaranteed for one 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 Renegade Mini 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. Renegade Mini 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.

It is recommended that the puppy be taken to the Buyer's veterinarian within 72 hours of receipt.

#### Warranties:

The Seller guarantees that the puppy/dog is reasonable fit for the general purposes for which it has been sold - pet. The pet quality puppy/dog is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

#### Can Not Keep:

In the event the Buyer, at any time in the future, is unable to care for the puppy/dog for any reason, or no longer wants dog, he/she agrees to immediately contact the Seller. The seller has the first option to accept

the return of the puppy/dog at no charge to the Seller or act as agent to place the puppy / dog in another good home.

**Contract Amendment and Severability:**

Any changes or additional terms to this agreement must be in the form of an Addendum and signed by all parties. In the event of death of the buyer(s) this Agreement shall be binding on the heirs, successors and assigns of each party. If any provision of the Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable. This agreement is to be construed under the laws of the state of Arkansas or the state the Seller is currently a resident in. Any action or proceeding brought by any party concerning a dispute arising hereunder shall be brought to court of competent jurisdiction located in the state the Seller is currently a resident in.

Each party hereby acknowledge that she/he had an opportunity to review this Agreement, including the opportunity to consult with an attorney if she/he so chooses and that this Agreement is entered into knowingly, voluntarily, and an understanding of the terms hereof. No Party has relied on any representation other than the terms of this Agreement.

The Buyer(s) and Renegade Mini Aussies, Seller, have read and understand this agreement and agree to all parts and portions thereof and consider it as a binding agreement between themselves.

**Signatures and Dates**

Seller: \_\_\_\_\_ Buyer : \_\_\_\_\_

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

Seller: \_\_\_\_\_ Buyer : \_\_\_\_\_

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