

## Magical Toy / Miniature Aussies Puppy Contract

### **Seller:**

Shawna McElwain's Magical Toy Aussies  
Byron, NY 14422  
Email: [magicaltoyaussies@gmail.com](mailto:magicaltoyaussies@gmail.com)  
(585)208-3465



### **Buyer:**

Name \_\_\_\_\_ (Buyer)

Residing at: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone # \_\_\_\_\_

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

### **Puppy Description:** \_\_\_\_\_

DOB: \_\_\_\_\_ Sex: \_\_\_\_\_ Markings: \_\_\_\_\_

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

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

ASDR REGISTRATION # \_\_\_\_\_

This puppy is a purebred Toy /Miniature Australian Shepherd. Limited Registration papers with American Stock Dog Registry (ASDR) will be included as part of this agreement. Limited Registration papers will be provided to the buyer upon full payment of the puppy. This puppy is sold as a pet on a spay / neuter contract. Puppy 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. Not warranted for any breeding or exhibition.

### **PURCHASE PRICE:**

Purchase Price: \$ \_\_\_\_\_

Shipping: \$ \_\_\_\_\_

Deposit Paid: \$ \_\_\_\_\_ (non-refundable) Date Paid: \_\_\_\_\_

**Balance of \$ \_\_\_\_\_ to be paid in cash or PayPal at the time the puppy is picked up.** Payment must be paid in full before shipment of any puppy/dog. Buyer will pay all shipping and miscellaneous expenses associated with the transport of the puppy.

**Puppy Pick-Up Date:** \_\_\_\_\_

### **SPAY / NEUTER AGREEMENT:**

By my signature below, I agree to have this puppy spayed/neutered by no later than 10 months, or 44 weeks on \_\_\_\_\_ and I understand that this spay/neuter agreement is an agreement that this puppy will not produce a litter of puppies either as purposely bred or by accidental breeding. Accidental breeding is considered neglect and the puppy/dog will be returned to the breeder and all puppies born from any breeding, accidental or otherwise, will become the property of the breeder. You also agree that should puppy not be spayed/neutered that you will return said puppy back to breeder with no refund for purchase price, or that breeder has the right to seize said puppy back from the buyer.

\*Buyer's Initial: \_\_\_\_\_ Seller's Initial's: \_\_\_\_\_

Failure to provide to the breeder the proof of spay/neuter of this puppy by 12 months of age, on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_. You are also entering into agreement that, should puppy not be spayed/neutered that you, the buyer, will return said puppy back to breeder and the purchaser will deliver or pay to deliver the puppy and return it in good health to the breeder and surrender puppy to breeder without financial restitution or compensation of any kind. If not spayed/neutered, before the date above.

\*Buyer's Initials: \_\_\_\_\_ Seller's Initial's: \_\_\_\_\_

## HEALTH GUARANTEE

Seller guarantees the puppy is sound and free of disease at time of transfer of said dog/puppy to the buyer for a period of three days. Seller will provide records of inoculation and deworming to Buyer. BUYER agrees to have said puppy examined by a licensed small animal veterinarian within 72 hrs. from receipt of puppy. If the puppy is found to be in poor health during this time BUYER will have the option to return the puppy at SELLER'S expense for a refund minus \$300 deposit. Deadline for this refund is 72 hours after receipt of the puppy. Seller has the right to request a second opinion from a non-associated vet. If the buyer decides to keep the dog/puppy, the buyer will assume all expenses involved with said dog/puppy. The health guarantee is void if BUYER neglects to have a veterinarian examine said puppy/dog within the three day period.

- At no time will the seller be responsible or obligated to pay for veterinary care not agreed upon in advance.
- Under no condition and at no time during the life of the dog/puppy will SELLER pay or assist in paying veterinary expenses after the animal is purchased. Including expenses related directly or indirectly to any inheritable/genetic defects.
- Breeder will replace (of equal value) or refund with signed statement from a licensed veterinarian for the following:
  1. Failure to pass a veterinary exam within the three day post purchase exam. If the puppy is found to be other than healthy by the Buyer's veterinarian, it shall be returned to the Breeder immediately.
  2. Failure to receive a passing rate on hips within the first 12 months of age from the Orthopedic Foundation for animals. Seller will not be responsible for the cost of the testing.
  3. Failure to clear genetic testing. This puppy has a 2 year guarantee against genetic defects causing death. In case of death the Breeder will replace the dog, with a puppy of equal value. All Veterinarian records are required to be sent to the Breeder prior to any replacement, for the Breeders Vet to review. (Parents are tested clear on full aussie panel)
- If puppy/dog is used for breeding in any manner there will not be any replacements and all conditions in this contract will be void.
- Seller shall not be held responsible for the development of disqualifying faults, diseases, viruses or disorders, which are due to the buyer's neglect.
- Seller guarantees that puppy has received all recommended vaccines and will provide health records to the buyer.
- Health guarantee is VOID if the buyer uses any IVORMECTIN product.
- Health guarantee is VOID if the buyer trains for agility and allows the puppy to jump over 1 foot before 12 months of age. (Good rule of thumb is if they can't jump up by themselves, they can't jump down by themselves)

## GENERAL:

Buyer understands that the puppy will be sold with a microchip. The buyer will be listed as first contact and breeder will be listed as secondary contact. If Buyer is unable to keep said Puppy for any reason they will contact the Breeder immediately and RETURN the puppy to Breeder. No refund will be given for a returned puppy but the puppy will be safe and taken care of.

*SELLER RESERVES THE RIGHT TO REFUSE THE SALE OF ANY PUPPY.* Seller has the right to stop breeding at any time.

- Payments by check must be received 10 days prior to pick up or shipping of dog/puppy.
- Buyer agrees this contract is not transferable.
- Should buyer choose to break any of the above portion of this agreement, the remainder of sellers guarantee will be considered null and void.

Sellers signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyers signature: \_\_\_\_\_ Date: \_\_\_\_\_