***Driftless Australian Shepherd’s***

***Limited Registration Contract***

**THIS SALES CONTRACT (hereinafter “Contract”), is effective when signed below by BOTH Breeder (hereinafter referred to as “Breeder” whether singular and plural) and Adopter (hereinafter referred to as “Adopter” whether singular or plural). The following terms and conditions are agreed to between Breeder and Adopter:**

On \_\_\_\_\_\_\_\_\_\_\_\_ Jordan Burke of Driftless Australian Shepherds agrees to sell the following Australian Shepherd to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** the following described puppy/dog:

Litter name\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_ Sex\_\_\_\_\_\_\_ D.O.B.\_\_\_\_\_\_\_

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

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

Purchase price $\_\_\_\_\_\_\_\_ Deposit Amount Paid/Date\_\_\_\_\_\_\_\_\_\_\_\_\_

\*$500.00 **non-refundable deposit** is required to hold a puppy until they are ready to leave at 8 weeks of age or pick up is arranged. Amount is applied to purchase price

Your puppy is being sent with LIMITED REGISTRATION and should not be bred. They are up to date on deworming, vaccinations and should be vaccinated again in one month from pick up at 12 weeks and again at 16 weeks for full protection from Parvo. Only after this should your puppy be exposed to public dog areas. This means you should not let your puppy out to potty on the way home from pick up or take them to a pet store to choose new toys. It is just not safe, they should be treated like a newborn baby until their boosters are finished. We also do NOT guarantee against parvo after they leave our protective care. **INITIAL \_\_\_\_\_\_\_\_\_**

1. **Breeder guarantees the puppy a 1 Year Genetic Health Guarantee (age of pup 1 day to 12 months of age) Health guarantee is as follows:
A.** Hereditary defects that affect the life expectancy of the dog diagnosed prior to 1 year of age (\_\_/\_\_/\_\_\_\_), such as liver shunt, severe heart murmur, other heart defects, deafness, or another genetic disorder a licensed veterinarian can attribute with certainty to inheritance or congenital defect.
	1. **As the breeder of your pet, I take care to provide you with the healthiest puppy possible by selecting healthy, genetically tested parents. Our puppies are also inspected by a licensed veterinarian at 8 weeks of age prior to leaving to their new homes.**
	2. We take our puppy’s life time health seriously. As the new owner of this puppy you need to do the best you can to keep your companion healthy. You should provide a quality food over the first year of life, limit strenuous exercise and have documentation from a licensed veterinarian that your puppy received all recommend vaccinations (including boosters), scheduled de-worming, and other necessary checkups recommended by your chosen licensed veterinarian through the period of the guarantee. If recommended protocol is not followed, all guarantees in this contract are void.
		1. Though we test our parent dogs for MDR1, we still recommend every puppy be treated as sensitive regardless of genetic status as even clear dogs have reported reactions. This way no mistakes are made.
2. If a veterinary certified hereditary condition occurs within the guaranteed period of one year, PLEASE CONTACT ME IMMEDIATELY and then you will have one of these options:

**A.** The Adopter may keep the puppy and Breeder will then apply the entire original purchase price to another puppy of similar quality. If the Breeder doesn’t currently have a litter at that time, Adopter will be able to pick out a puppy from the next litter available. Puppy must be chosen within one year of agreement to replace

**OR**

**B.** The Adopter may return the pup to Breeder at their cost with original registration papers and health records signed over to Breeder. In return, the original purchase price will be applied to another puppy of similar quality within one year. Breeder will assume full ownership and will have the discretion whether or not to rehome the returned puppy to a new owner.

 Breeder reserves the right to request that the puppy be examined by TWO different veterinarians at separate clinics. Breeder will be provided with all official paperwork from the veterinarian(s) stating that the pup has had the proper tests performed and has been diagnosed with the hereditary defect. Breeder must also be given permission to speak with the attending veterinarian. Adopter will also be required to send the registration papers for the affected pup signed over to the Breeder. When the Breeder receives the paperwork, Adopter can pick out a replacement puppy. If the Breeder doesn’t currently have a litter at that time, Adopter will be able to pick out a puppy from the next litter available. Adopter will be responsible for the cost of transport for the replacement puppy from Breeder’s location to Adopter’s. Any expenses, including veterinary bills that are incurred after the puppy leaves the Breeder’s possession will be Adopter’s sole responsibility. No money will be refunded under any circumstances. INITIAL\_\_\_\_\_\_\_\_\_\_\_

**Adopter must have the puppy examined by a licensed Veterinarian within 48 hours (excluding weekends) of receipt of puppy or all guarantees stated in this contract are void.** If, as a result of the examination, the Veterinarian determines that the puppy/dog is not in good health then the Buyer shall elect to keep the puppy and assume all cost for its care or return the puppy to the Breeder for a refund of the purchase cost of the puppy to the Adopter ($\_\_\_\_\_\_). If the Adopter elects to return the puppy, they shall inform the Breeder immediately. Adopter shall be obligated to return the puppy to Breeder at the expense of the Adopter within one week. Upon receipt of the puppy, the Breeder shall be immediately obligated to refund the purchase price ($\_\_\_\_\_\_\_) received from Adopter for the purchase of the puppy, and further performance under this contract shall be void. Though certainly not expected, this guarantee does not cover any communicable diseases, ear infections, injuries or parasites. Your puppy will be examined at 8 weeks and be given a clean bill of health before they are allowed to leave.

The Breeder cannot make any health guarantee regarding the puppy due to accidental death, sickness, abuse, environmental factors or other loss/injury once the puppy has left the care of the Breeder. The Breeder also cannot guarantee adult size, coat color, eye color, or temperament though a best effort will be made on the part of the Breeder. The Breeder is not in any way financially responsible for the puppy once they leave the direct care of the Breeder. Adopting a living animal is an inherent risk and Adopter assume all responsibility for the puppy once possession is taken. **INITIAL \_\_\_\_\_**

Adopter is REQUIRED to activate the free 30 days of pet insurance provided by the Breeder. The Adopter is NOT required to carry pet insurance past the free 30-day period. The activation form will be supplied by the Breeder and must be activated the day prior to pick up. You will not be able to pick up your puppy without it being activated. The Breeder does not receive direct compensation for families signing up, however we believe the first 30 days of puppy ownership is a big adjustment that can be dangerous for the puppy. We feel much better knowing our puppies will have unlimited funds for their health care needs during that delicate period should anything happen. Nothing would be worse for us than hearing one of our puppies had to be put down because their family couldn’t afford to fix them in the event of an accident. Please ask any questions you may have in regards to this! **INITIAL\_\_\_\_\_\_\_\_\_**

\* **Breeder requires adopter to attend puppy obedience and/or socialization classes with their puppy to help provide proper socialization by 6 months of age, if puppy does not attend the obedience and/or socialization class the temperament guarantee becomes null and void.** We offer a one-year temperament guarantee only if puppy attends puppy obedience classes. If there is a temperament problem that cannot be resolved with professional training, we will trade your puppy for a new puppy from a litter of OUR choice. We will choose the new puppy based on personality, not sex or color! Proof of graduation from puppy obedience class must be provided within 6 months of adoption to receive the temperament guarantee or it becomes null and void. We feel that this is extremely important to the development of, life success, and proper family bonding of your puppy and is one of the most important steps you can take for your puppy’s mental health and wellbeing. **INITIAL \_\_\_\_\_\_\_\_\_\_\_**

**4.** **ABANDONMENT**: **At no time should this puppy be given to an animal shelter. We always welcome our puppies back if their new homes do not work out. No questions asked. However, no money will be refunded by the Breeder. We will help Adopters rehome/resell their dogs in order to help recoup the original cost of the puppy, but no guarantees are implied that we would be able to recover all expenses.**

**5.** **Showing/Breeding:** The pup is being sold as a pet, **no breeding right are being issued**.

**6.** **Registration Papers:** Papers will be furnished to the Adopter upon clearance of all funds due and payable to Breeder. This puppy is being sold with limited registration rights.

**7. Kennel Name:** It is required that you have **Driftless** in front of whichever name you choose for your puppy on the registration papers. Ex. Driftless Fluffy Dream

**8.** **Legal Action:** Both parties agree that this agreement is made and performed in Vernon County Wisconsin and is interrupted in accordance to the laws of that county. Both parties agree that this contract has been read in its entirety and understand that purchasing a living animal is an inherent risk and no money will be refunded by the Breeder for any reason outside the limitations of this contract. Both parties agree that Driftless Australian Shepherds and any its affiliates will be held harmless from and against any and all claims, demands, judgements, loss, liability or damage including attorney’s fees or costs that may occur arising out of or in any way connected to the purchase of the puppy outlined pursuant to this contract. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract**. INITIAL\_\_\_\_\_\_\_\_\_\_\_**

**\*Although there are no plans to cease breeding Australian Shepherds at this time, the above guarantees are valid only as long as the Breeder is actively breeding Australian Shepherds. Should our program cease for any reason, all guarantees would be null and void.**

The signatures below constitute the performance of this Sales Contract between both parties. Both Breeder and Adopter have gone over this contract in its entirety and accept all terms set forth in this document. Full signature constitutes that both parties have read, understand, and accept this as a legal binding document between them.

Seller Buyer

Signed: Signed:

Written: Jordan Burke Written:

Date: Date: