

Dakota Toy Aussies

Contract and Bill of Sale

Date of Contract;

Price;

Registered Name

Dog's Call Name; _____ Puppy # _____

Sex: male or female Date of Birth ___/___/___

Description of dog:

color _____ markings _____

The Seller(s), Dakota Toy Aussies, and the Buyer(s),

_____, hereby agree as follows:

1. The Seller(s) hereby sells to the Buyer(s) the above described dog, in accordance with the terms of this contract. This contract will include any and all addendum either included in this contract or attached to this contract that have been agreed upon and signed by both Buyer and Seller at the time of execution of this contract.

2. The Buyer(s) will register the puppy with America's Pet Registry, Inc., and provide a copy of the registration papers to the Seller(s), unless this dog is sold as pet quality only (see addenda A). The Buyer shall not register the puppy or permit the puppy to be registered with the American Kennel Club (AKC).

3. The Seller(s) guarantees that the puppy is in good health on the date of delivery. The Buyer(s) have the right to return the puppy to the Seller(s) within three days after delivery and receive a refund of the purchase price if the puppy is found by a licensed veterinarian to be suffering from any disease.

4. The Seller(s) guarantees that the puppy is free of hereditary defects to the best of their knowledge. Should the puppy be diagnosed with hip dysplasia prior to its first birthday, Seller(s) agree to refund the purchase price upon return of the dog. Buyer(s) may keep the dog if he/she so desires, for half (1/2) of the purchase price but must present certification by a veterinarian. Refund will only be made after the dog has been spayed or neutered, and the Buyer(s) have presented a certification of spay or neuter to the Seller(s). The Seller(s) does not assume any additional liability for hip dysplasia or other possible genetic defects in the puppy, and will under no circumstances be responsible for veterinary bills resulting from any such condition.

5. The Seller(s) make no guarantee, either expressed or written as to the adult size or herding ability of this dog.

6. All charges relative to shipping or delivery of this dog to the Buyer(s) are to be assumed by the Buyer(s). If this dog is ever returned to the Seller(s) for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate.

7. If at any time in its life the dog is to be sold or given away, the Buyer(s) shall so notify the Seller(s) and give the Seller(s) first option to buy the dog.

8. All understandings between the parties are incorporated in this contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement. If any provisions contract is held ineffective or invalid, the remaining provisions will never the less be given full force and effect.

A. Neither this contract nor any provisions in it may be extended, amended, modified, altered or changed, except in writing signed by Buyer(s) and Seller(s).

B. This contract shall be governed by and construed in accordance with the internal laws of the state of South Dakota, the County of Lincoln and without reference to any rules of constructions regarding the party responsible for

drafting this contract.

C. If any consent or other approval is needed and is provided for in this contract, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

Executed this ____ day of _____, _____.
_____, Seller
_____, Buyer
Signature Signature

Addendum A

A. The Buyer shall have the puppy spayed or neutered before it reaches the age of eight (8) months, and shall forward to the Seller(s) a spay/neuter certificate from the veterinarian performing the procedure. Upon receipt of that certificate, the Seller(s) shall forward the registration application papers for the puppy to the Buyer(s).

Executed this ____ day of _____, _____.
_____, Seller
_____, Buyer
Signature Signature

Addendum B

A. Seller retains breeding rights to this dog. Terms and conditions of such breeding as set forth in an attached breeding agreement will apply to the sale of this dog as part of this contract.

Executed this _____ day of _____, _____.
_____, Seller _____, Buyer
Signature Signature

Addendum C

Show prospects are dogs which require special responsibilities for the Buyer in addition to the requirements set out in the main portion of the contract. This dog is no way guaranteed to win in the show ring. All showing will be done in one of the following registries; America's Pet Registry, Inc., American Stock Dog, International All Breed Association, or any other Association agreed upon by the Buyer and Seller. The Buyer(s) agree to provide the Seller(s) with a copy of any and all show results as well as any win pictures. The Buyer(s) agree to allow the Seller(s) use pictures, statistics, name, likeness, or other representation of the dog as a result of being shown on any website for the breed or Seller(s) or any newspaper or magazine article or any news broadcast.

Executed this _____ day of _____, _____.
_____, Seller _____, Buyer
Signature Signature