

Email:
Phone#:
Address:

Dakota Toy Aussies

Contract and Bill of Sale

Date of Contract:

Price:

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 second birthday, the original buyer of the dog has the right to a replacement puppy from the next available and comparable litter considering the following criteria have been met.

1. The original buyer must own the puppy. 2. The puppy must not have sired or whelped a litter. 3. The puppy must not have been overfed or over-exercised! 4. Buyer must show veterinary statement of diagnosis of hip dysplasia by the OFA, along with a copy of the x-rays prior to the 24 months of age and a spay or neuter receipt stating dogs name, description and microchip number. 5. Buyer must have fed this dog the Life's Abundance Nutritional System for the first 24 months.

The OFA is the sole and only judge in determining hip dysplasia. Because 60% of all canine hip dysplasia is related to poor nutrition, we require that your precious puppy continue with the Life's Abundance Nutritional System for the first 24 months of his/her life in order to qualify for this two year health guarantee. 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. This pup must NEVER be sold to a pet store, broker, puppy mill, or surrendered to a shelter.

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.

Addendum A

A. The Buyer shall have the puppy spayed or neutered before it reaches the age of twelve (12) 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).

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.

Nutrition & Food: Our puppies begin with Life's Abundance Nutritional System when starting dry food because of the powerful antioxidants and provides additional nutrients from real foods to help fulfill your puppy's unique nutritional needs and achieve optimal health. It is a dog food with no wheat, corn, soy, or by-products. At any time your pet be removed from the Life's Abundance Nutritional System before the age of 24 months, the 2 year Hip Guarantee against genetic moderate or severe hip dysplasia becomes void without exceptions. To take advantage of this 2 year guarantee, you will need to order through our website at www.lifesabundance.com/dakota-ty-aussies

ALL Life

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