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# Non Breeding Purchase Contract -2021

This Contract is entered into between ***Sue Finck***  (hereinafter known as the BREEDER) and BUYER below.

Buyers Information:

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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PHONE NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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DESCRIPTION:

Breeder has sold to buyer the dog described below

Temp. name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Colour: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Terms of the agreement:

1. **The Buyer**

**Buyer**: As payment for said dog as a pet, buyer agrees to pay the breeder the sum of $ 2500.00

**Buyer:** Agrees that unless otherwise stated in writing within this contract, this puppy is a PET only.

It is NEVER to be advertised as or used as an Emotional Support Animal. It is NEVER to be advertised as or used as a Service dog of any type. Those types of animals need to be very carefully selected and evaluated over many weeks by the breeder to ensure the dog is mentally and physically able to do a specific job. If you did not fill out an application specifically for an ESA or a Service animal then you are forbidden to ruin our reputation by claiming the dog as such. If we have any evidence of such we will immediately void all warranty on the puppy as it is being used for a purpose it was not sold for.

**Buyer:** Agrees to provide veterinary check up to said dog within 7 days after receiving said dog at buyers cost. If a medical problem arises with written confirmation from a qualified licensed veterinarian provided to the breeder, the buyer can elect to keep said dog and assume all cost for its care, or may return said dog to the breeder for a replacement puppy of equal value, when one is available. If a puppy of higher quality is available and buyer would like to purchase that puppy as the replacement, they would be responsible for covering the difference in cost. **Monies are not refunded for any reason**, regardless of the medical issue that may arise be it viral, bacterial, genetic etc, and regardless of where the medical problem may have originated, be it the breeder’s home or the buyer’s home.

**Buyer:** Is responsible for all costs incurred once said dog leaves breeders property, including but not limited to health checks, worming, stool samples, flea preventative, vaccines, accidents, parvo or other virus’s, emergency medical care etc. The breeder does not cover any expenses once the dog leaves the property but does provide forms for free pet insurance to be filled out and send it by the new owners. By signing this page you agree that the breeder bears no responsibility for any cost in the dogs care once the dog leaves the breeders property even if it is suspected that the dog left the breeders home with a pre-existing condition.

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Buyers Signature Date

**Buyer:** Understands that we do not guarantee against worms, Coccidia, Giardia or fleas.

* Your puppy has been wormed 3-4 times before going home and we have done all we can to prevent worms. However the puppies do play outside for socialization and during this time it is possible that they will become infected.
* Giardia is picked up when dogs ingest the cysts from an infected animal’s urine or feces, this can be from walking through a contaminated patch of grass or a puddle where a raccoon has urinated and then licking their feet clean.
* Coccidiosis is a parasite canines carry in the bowel, it is induced by stress. Shipping the puppy, weaning and diet changes are several forms of stress that can bring an onset. Diarrhea, slight depression, loss of appetite, general weakness, anemia and dehydration are noted symptoms. Occasionally a puppy will break with one or several symptoms after the stress of adoption.

Diarrhea can also show up simply due to the change in water source. If your puppy shows any signs or symptoms of not being in perfect health, take your puppies temperature rectally with a digital thermometer which reads Fahrenheit and **call us**. The normal temperature for a dog is between 100 and 102 degrees. Normal soft stool is not an immediate sign of a problem. However mucus in the stool, blood in the stool, or stool that is an abnormal colour or that is the consistency of water would be signs that the puppy should be seen by a veterinarian.

Buyer: Agrees that they will look into the option of PET INSURANCE to help cover any unexpected costs.

**Buyer:** agrees they are obligated to have said dog surgically altered (spayed/neutered) Buyer agrees they will **NOT** surgically alter said dog before the age of 24 months, but will have it done before said dog reaches 36 months of age. Breeder will be provided a copy of the alter certificate as soon as possible after the surgery.

Altering the dog before 24 months will void any and all health warranties on this animal.

**Buyer:** agrees they are obligated to use the kennel name STOVERLY as a prefix to the dogs’ registered name in honor of the breeder of said dog. If your dog is a pet the name will be Stoverly’s (call name) if there is already a dog from us with your chosen name then your dog would be Stoverly’s “call name II”. If you have a performance or breeding animal you may choose a fancy registered name for advertising.

**Buyer:** agrees that it is their responsibility to keep in contact with Stoverly Aussies about said dog for the life of the dog.

Contact will include but not be limited to.

* one picture each year by either photograph or email
* any change of address or contact information
* any questions or concerns regarding a change in said dogs behavior or health

**Buyer:** Agrees to provide proper nutritional requirements.

We feed a RAW diet from BOLD RAW / MEGA DOG RAW or BIG COUNTRY RAW.

You agree to feed a raw diet for the duration of the 3 year warranty, breeder must agree in writing to a change in diet to kibble or cooked otherwise all warranties are null and void. For warranty purposes we will ask for proof of diet. You may feed what ever you like once the puppy leaves us, we acknowledge we can not force you for feed a certain diet, but if an issue comes up that could have been caused by poor nutrition we have the right not to warranty that issue.

**Buyer:** agrees that if for any reason at any time in said dogs’ life, they intend to dispose of said dog or transfer ownership of said dog, they are to contact the breeder who has first rights to take back the dog at no cost where the breeder will help place said dog in an appropriate new home. Said dog is never to be given away. Said dog is never to be sold. Said dog is never to be dropped off at a shelter.

All costs of returning said dog to the breeder, are that of the buyer, including gas, time off work, and possible shipping of the dog if it lives out of driving area.

By signing here you acknowledge you have read this agreement in its entirety, you understand the terms outlined and you agree to abide by these terms in the purchase of the puppy. You agree that the breeder does not guarantee your puppy to be free of any of the above and you agree that the same terms as outlined on page one paragraph three apply. You acknowledge you have been advised to seek pet insurance as a financial safety measure.

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Buyers Signature Date

**In association with your guarantee:**

**While your puppy leaves us with a three year genetic warranty, this warranty has limits and stipulations. We as breeders can not force you to do things with your pet you may not want to do, but if you choose to go against our recommendations written within this contract, we are no longer obligated to warranty the puppy. It is always your choice as the buyer how to proceed with your puppy. If you wish to keep the three (3) year warranty intact you must agree to the following.**

**Buyer:** Agrees to provide the dog with the daily supplemental vitamin NUVET PLUS. Your dog has a health and genetic guarantee for three years, during the guarantee period in order to keep your guarantee valid you will be required to purchase this vitamin using our breeder code so we can track who makes purchases. If a health and genetic problem arises and you contact us, we will check with NuVet to see if you have been regularly purchasing this vitamin from them. If you do not use the code provided below, then we can not track your orders and you will be considered as not purchasing them. If the buyer chooses not to provide their dog with NuVet Plus vitamins for the entire 3 years, they willingly void the health warranty and if the dog does develop future problems the dog is not covered. **Call 1-800-474-7044 with order code (33670)**

**Buyer:** Agrees to have the dogs’ eyes cerf tested between the age of two and three years by a CERF certified k9 ophthalmologist. The results are to be provided to the breeder no later than the third birthday. This will ensure if dog has genetic defect, breeder will be aware of it and uphold her end of the contract within the specified time-line. If the buyer chooses not to test their dog within the 3 year time limit, they willingly void the health warranty and if the dog does develop future eye problems the dog is not covered.

(VOID DURING COVID SINCE SEEING AN OPHTHALMOLOGIST IS NOT EASY, HOWEVER IF YOU SUSPECT AN ISSUE YOU MUST CONTACT US AND WE CAN NOTE IT AND HAVE THE DOG SEEN BY SOMEONE WHEN WE ARE ABLE AND THE WARRARTY TIME WOULD BE EXTENDED IF NECESSARY TO ACCOMMODATE COVID).

**Buyer:** Agrees to have the dogs’ hips x-rayed and sent in to OFAor PennHip between the age of two and three years. The results are to be provided to the breeder no later than the third birthday. This will ensure if the dog has genetic defect, the breeder will be aware of it and uphold her end of the contract within the specified time-line. If the buyer chooses not to test their dog within the 3 year time limit, they willingly void the health warranty and if the dog does develop future hip problems the dog is not covered.

By signing here you agree that you have specifically read the terms outlined regarding the testing of the hips and eyes and that you understand that all testing is optional, however if you opt not to test your dog you are willingly forfeiting the health and genetic guarantee.

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Buyers Signature Date

**BREEDERS OBLIGATIONS**

**Breeder:** Agrees to the best of her knowledge that at the time of sale, said dog is healthy and free from disease. This dog is of sound body and stable temperament. Has had all the vaccinations and medical treatment required for the age of the dog in the breeders opinion. (Not being vaccinated before the age of 9.5-10 weeks of age and not before said dog reached a minimum of 4 pounds weight).

**Breeder:** Agrees that they have provided at no extra cost, 30 days of free pet insurance, form to be filled out by the buyer and sent in within 24 hours from the time of purchase.

**Breeder:** Agrees that they have provided at no extra cost to the buyer the following original documents

* The CAER the Eye exam (not done for this litter due to covid19)
* The vaccination record if this puppy was vaccinated
* The vet exam form signed by a licensed veterinarian
* The microchip form

**Breeder:** Agrees that if for any reason said dog is not working out for the buyer, breeder will take dog back at any time in said dogs’ life. Regardless of the reason said dog is returned, there is no refund and if said dog is being returned for a reason other than something genetic, there is no compensation of any sort available. We do not offer compensation for behaviour issues, allergies or changes in your ability to care for said dog.

**Breeder:** Agrees that if a family situation arises such as job loss, injury, death etc and the puppy has become a temporary financial burden, the breeder will take said dog back for up to 6 months at no cost and care for said dog and all its needs and provide unlimited but reasonable access for visitation of said dog and will return said dog to the buyer when the situation has become more manageable.

Health Guarantee:

**Breeder:** Agrees that if said dog develops a debilitating genetic disorder before the age of 3 years, upon receipt of written documents regarding the suspected genetic disorder, and according to the following guidelines, buyer will be compensated. Genetic defects would include hip and elbow dysplasia, luxating patellas, eye disorders and epilepsy. Other genetic issues will be considered on a case by case basis only if they can be proven to exist within the dog and be genetic in origin to Australian Shepherds. All costs incurred testing said dog for these disorders, regardless of results, are that of the buyer alone. Below are the guidelines for each disorder.

**JOINTS:**

Hip, elbow and/or patella’s, reports MUST be from OFA or PennHip. Any reports from a general veterinarian are not eligible for the guarantee.

In order for the joint issues to be covered under the genetic guarantee the dog must NOT be spayed/neutered prior to 24 months of age. If the dog has been spayed or neutered prior to 24 months of age all joint issues are null and void. Early spay and neuter increases growth rates putting un-necessary stress on joints, increasing the likelihood of issues. In order for joint issues to be covered buyer must prove the dog is on a raw diet. Certain high quality kibbles may be allowed ONLY if breeder has approved them ahead of time in writing. If you switch from raw to kibble without breeders permission all warranties are void. If you are found to be feeding puppy food all joint warranties are null and void.

**EYES:**

Eye disorders MUST be diagnosed by a CAER licensed ophthalmologist. Any eye anomaly reported from a general practicing veterinarian are not eligible for the guarantee. Any anomaly noted on the puppy eye clearance report at the time of sale is not eligible for future warranty. If parents are cleared genetically for hereditary issues and the puppy comes down with the same or a similar issue, it can NOT be genetic and is not eligible for warranty. Puppy can not have been in any accidents where it has hit its head, we will ask for full disclosure of veterinary files to prove this. Puppy can not have been vaccinated within 30 days as eye issues can be a result of over vaccinating. Puppy must be on a raw diet as a poor diet can lead to eye development issues.

**EPILEPSY:**

In order to claim a seizure is Idiopathic Epilepsy (meaning inherited from the parents) the dog must

* Not have been vaccinated within 60 days of the seizure.
* Not have been given any form of drug within 60 days.
* Not be on any form of flea/tick or heartworm preventative within 120 days.
* Not have been put under sedation within 60 days.
* Not been in an accident where the dog would have struck it’s head within 60 days
* Have a full blood panel done to rule out infection, disease or nutrient deficiency.
* Have had more than one seizure noted by a veterinarian

All medical records for said dog MUST be made available to the breeders veterinarian for verification. Without verification, the breeder is not obligated to offer any form of compensation.

**OTHER:**

Many things can occur in dogs that are suspected genetic in origin, we can not write it all out. Within the 3 years of the guarantee if something negative is happening with your dog and you suspect it is genetic you must contact your veterinarian for a full exam including but not limited to a full detailed blood panel. If other forms of testing such as but not limited to x-ray, ultrasound, MRI or CatScan’s are necessary for a proper diagnosis it is the responsibility of the buyer to ensure a proper diagnosis at all cost. If a disorder is identified, and if it can be identified as genetic in Australian Shepherds by both your veterinarian and mine, then the 3 year guarantee will cover it regardless of what disorder it is, as long as said dog has NOT been vaccinated within 60 days, is NOT on Flea/Tick or Heartworm preventative within 120 days, was not spayed/neutered prior to 24 months and is on a Raw diet or a breeder approved kibble.

By signing here you acknowledge you have read this page regarding genetic disorders in its entirety, you understand the terms outlined for each type of disorder and you agree to abide by these terms in the purchase of the dog.

BUYER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WARRANTY:**

Upon proof that the genetic health issue in question is hereditary in Australian Shepherds and will alter the dogs quality of life the buyer may choose one of the following options within 24 months from the date of the diagnosis.

After 24 months all compensations are null and void.

All transportation of the replacement puppy to the buyer is the responsibility of the buyer regardless if either the breeder or the buyer move from their current location.

* Buyer can elect to keep said dog and assume all cost for its care, and receive a replacement puppy of a maximum equal value to the original puppies purchase price, when a suitable one is available from different parents. Buyer will assume all costs of travel. Buyer will cover costs of vaccinations, eye exam, worming, microchip and puppy pack for replacement puppy. ($300.00 value). Payment is due in cash upon pick up of replacement puppy. If replacement puppy is priced higher than the original puppies purchase price, the difference in price is due upon pick up of the replacement puppy.
* Buyer can elect to give said dog back to breeder and receive a replacement puppy of a maximum equal value to the original puppies purchase price, when a suitable one is available from different parents. Buyer will assume all costs for travel. Buyer will cover costs of vaccinations, eye exam, worming, microchip and puppy pack for replacement puppy. ($300.00 value). Payment is due in cash upon pick up of replacement puppy. If replacement puppy is priced higher than the original puppies purchase price, the difference in price is due upon pick up of the replacement puppy.

Breeder will require a release of all veterinary records for said dog to prove vaccination schedule and sales of parasite prevention fall within the guidelines of this contract.

**WE DO NOT OFFER MONEY BACK FOR ANY REASON**.

This contract is being put in place for the welfare of not only the dog being sold but also for the reputation of the Breeder(s) involved.

Although there are no plans at present to discontinue the breeding program, the above guarantees are only valid as long the breeder is breeding said dogs. If for any reason breeder is no longer breeding said dogs, the breeders’ part of the contract becomes null and void. However for the safety and wellbeing of the dog, all agreements on behalf of the buyer will remain valid for the life span of said dog.

This agreement is mutually stipulated to have been entered into, Simcoe County, Midland, Ontario, Canada, regardless of the place where it is signed. The buyer and breeder agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall be in the county of the breeders residence at the time of the disagreement and that this agreement shall be interpreted in accordance with the laws of the province of Ontario. In the event that legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorneys’ fees and costs. This contract is binding in the province of Ontario and is non-transferable unless agreed by both parties.

By signing here you acknowledge you have read this five (5) page contract in its entirety, you understand the terms outlined and you agree to abide by these terms in the purchase of the dog.

BUYER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BREEDER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below the witness agrees that he or she has witnessed the buyer read each page and agree to the terms outlined by signing each page where indicated. The witness also agrees that he or she has witnessed the breeder sign the contract agreeing to sell the above described dog to the buyer under the terms outlined. The witness agrees that in the event of legal action, they are willing and able to verify the legitimacy of the signing of this contract by both the buyer and the breeder.

WITNESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_