



# Puppy Sales Contract and Agreement

*The following agreement is between the Seller, Hagers Onthehill/Ellen Hager, and \_\_\_\_\_ hereafter referred to as "Purchaser" for the sale and purchase of one purebred dog of the border collie breed.*

The total amount paid for the dog is \$1200, of which three hundred dollars is a non-refundable deposit. A returned check, for any reason, will cancel sale contract & release puppy.

The Seller transfers in fee all the responsibilities, privileges, and rights associated with owning a \_\_\_\_\_ (gender) dog of the border collie breed to the Buyer as of the date specified below.

Dates are given spanning a week of time, from 7 ½ to 8 ½ weeks of age. This week span is to help accommodate the vast variances of working schedules. It is expected you will make plans and arrangements for the pick-up to occur in this time frame. If extended pick-up time is needed beyond 8 ½ weeks, boarding fees will apply.

This represents the entire agreement between Seller and Buyer in an outright sale.

## **Use of the dog:**

It's agreed between the Seller and Buyer that this canine is being purchased as a family companion or for tasks fitting to its breed such as a therapy dog, search and rescue, herding, or AKC conformation and performance events.

We agree that the dog is not purchased for resale, nor will it be used or trained for activities that are illegal or for which it is not suited by reason, temperament, or conformation.

Specifically, it will not be used as a guard or attack dog, or to hunt or fight other animals.

**Health:**

The Seller guarantees the dog to be in a healthy condition and is free from any illness at the time of sale.

Genetic testing of the dam and sire are available for review only.

A full refund will be given if a puppy is found to be unfit for purchase due to illness or the presences of symptoms of a contagious or infectious disease within 7 days of sale, certified by a licensed veterinarian and then verified by the Seller's veterinarian. Intestinal parasites shall not be grounds for declaring the puppy unfit for sale unless the animal is clinically ill due to such condition.

A full refund or equal exchange (as soon as available) will be given if a puppy is found unfit due to a congenital malformation which adversely affects the health of the animal within 90 days (3 months) of sale, certified by a licensed veterinarian and then verified by Seller's veterinarian.

In all instances, Buyer will return dog to breeder for refund or replacement. Puppies will be returned to breeder at the site of sale by the Buyer. If dog is not returned to breeder, no refund or replacement will apply.

Every puppy is guaranteed for 72 hours against temperament irregularities. The Seller strongly recommends that the Buyer have the puppy examined by a veterinarian during this 72 hour time period.

The dog may be returned to the Seller for any reason within 72 hours after the purchase, provided that the dog has not been damaged in any way. The Buyer will then be entitled to a refund of the paid price, less the non-refundable deposit.

**Registration:**

The breeder certifies that the dog is eligible for registration under the Regulations of the American Kennel Club as a purebred border collie and will provide the proper forms for such registration.

The Breeder reserves the right to supply a registry name for the dog.

**Ownership Responsibilities:**

The Buyer agrees to keep the dog in a humane environment where the new owner would properly train and care for it. The dog will be properly registered and vaccinated against infectious diseases as recommended by a certified veterinarian.

All veterinary bills are the responsibility of the Buyer. It is the Buyer's responsibility to keep dogs up to date on shots and all other necessary or elective medical care.

The dog will only be allowed to roam in a safely fenced yard. The dog will get proper socialization and training. The Seller strongly recommends permanent identification by microchip.

**Spay & Neutering:**

Female dogs purchased as pets should be spayed before twelve months of age. Proof of surgery from a qualified veterinarian must be provided to the Seller.

Male dogs purchased as pets should be neutered before twelve months of age. Proof of surgery from a qualified veterinarian must be provided to the Seller.

**“Show Quality” Dogs:**

The Breeder will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet quality.

There is no guarantee that a puppy evaluated as “show quality” will be successful in the show ring as an adult, and no warranties are made to that effect. The Breeder encourages owners to participate in the sport of purebred dogs and may be available to assist Purchasers in preparing and showing dogs that are evaluated to be of show quality.

**Right of Recovery/Placement:**

If the Buyer won't be able to keep the dog or provide a suitable home as per this contract, the dog will be returned to the Breeder.

The Buyer agrees to notify the Seller if any problem or situational change arises and will not leave the dog in a shelter, sell, or be given away. If the Seller finds out that the dog has been sold or given away without being informed by the Buyer, the Seller will take legal action, and the Buyer who signed this contract will be held responsible for all legal expenses incurred.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_

Breeder: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_