

Outland Aussies Puppy Contract

Seller:

Outland Aussies, LLC
Oklahoma City, Oklahoma 73162
outlandaussies@gmail.com
(214) 729-2773

Buyer:

Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Puppy Description: _____

DOB: _____

Sire: _____

Dam: _____

ASDR Registration #: _____

This puppy is a purebred Toy/Miniature Australian Shepherd. Registration papers with American Stock Dog Registry (ASDR) will be included as part of this agreement if breeding rights are given. Buyer agrees to register puppy beginning with our Kennel name when choosing their registered name as written on the ASDR paperwork provided.

Purchase Price: \$ _____

Deposit Paid: \$ _____ (non-refundable)

Date Paid: _____

Shipping Price: \$ _____ (if applicable)

PAYMENT TERMS & TRANSPORT RESPONSIBILITY

- The remaining balance of \$ _____ must be paid in **CASH** at the time of puppy pickup. If the puppy is being transported by a third-party service, **the full balance must be paid no later than seven (7) days prior to the scheduled departure date**. Failure to provide timely payment may result in the cancellation of the sale, and the Buyer forfeits any previously paid deposits.

- **Third-Party Transport Agreement:** If the Buyer elects to use a third-party transport service, the Buyer assumes all risks associated with transportation, including but not limited to **injury, illness, stress, loss, or theft**. The Seller ensures that each puppy is examined by a licensed veterinarian prior to departure and is in good health at the time of transfer. However, the Seller is **not liable** for any illnesses (including but not limited to Parvovirus, parasites, or other communicable diseases), injuries, loss, or theft occurring after the puppy has left the Seller's possession. It is the Buyer's responsibility to ensure that the chosen transport service follows proper safety and biosecurity measures.

- **Shipping & Additional Costs:** The Buyer is responsible for all shipping and miscellaneous expenses associated with the transportation of the puppy, including but not limited to airline fees, ground transport fees, health certificates, travel crates, or any other required documentation. The Seller is not responsible for coordinating transport but may provide recommendations upon request.

HEALTH GUARANTEE & LIMITATIONS

The Seller guarantees that the puppy is in good health and free of disease at the time of transfer. This guarantee is valid for three (3) days from the date the Buyer receives the puppy. The Seller will provide the Buyer with records of all vaccinations and deworming.

The Buyer agrees to have the puppy examined by a licensed small animal veterinarian within **72 hours (3 days)** of receipt. If the veterinarian determines that the puppy is in poor health during this period, the Buyer has the option to return the puppy in exchange for a replacement puppy of the same sex from the next available compatible litter. No monetary refunds will be given unless agreed upon by both parties.

The Buyer is responsible for all shipping and transport costs associated with returning the original puppy and receiving the replacement. The Seller is not responsible for any veterinary or medical expenses incurred by the Buyer.

The Seller reserves the right to request a second opinion from a veterinarian of their choosing who is not affiliated with the Buyer.

This health guarantee becomes **void** if the Buyer fails to have the puppy examined by a licensed veterinarian within the **three-day period** following transfer.

CONDITIONS NOT COVERED UNDER HEALTH GUARANTEE

While we strive to produce healthy, well-structured puppies, certain conditions are not covered under our health guarantee. These exclusions include treatable conditions, cosmetic traits, and non-life-threatening issues that do not impact a puppy's overall quality of life. Below are specific areas not covered:

1. **Parasites & Treatable Conditions:**

Our health guarantee does not cover internal or external parasites, as these are treatable conditions. Only genetic diseases or defects will be considered under this guarantee. Each case will be evaluated individually.

2. **Size, Appearance & Breeding Ability:**

Outland Aussies does not guarantee the size, eye color, ear set, conformation, disposition, or breeding ability of any puppy. While we provide our best estimates, puppies may develop differently than expected. As with all living beings, growth and appearance can change over time.

3. **Heart Murmurs:**

This guarantee does not cover Grade 1 or 2 heart murmurs, as these are often transient and typically do not pose a health threat to the puppy.

4. **Malocclusions:**

Outland Aussies does not cover malocclusions (misalignment of teeth). As the puppy grows, teeth positioning can change, and final placement is unpredictable.

5. **Non-Life-Threatening Conditions:**

The guarantee does not cover any condition that is NOT considered life threatening. Conditions excluded from coverage include, but are not limited to: luxating patella, hernias of any kind, collapsed trachea, etc.

6. **Replacement Policy:**

The Breeder will provide a replacement puppy of equal value under the following circumstances:

- a. If the puppy fails a veterinary exam within 72 hours (3 days) of purchase, a signed statement from a licensed veterinarian is required.
- b. If the puppy passes away from a suspected congenital defect within 12 months of birth, an autopsy must be performed by a licensed veterinarian at the Buyer's expense. If the autopsy confirms a congenital defect as the cause of death, the Seller will provide a replacement puppy of equal value. A written statement from the veterinarian must be provided. The guarantee is void if the autopsy results are inconclusive.

7. **Buyer's Responsibility & Neglect:**

The Buyer assumes full responsibility for the health, safety, and well-being of the puppy upon transfer of ownership. The Seller is not responsible for any disqualifying faults, illnesses, diseases, viruses, or disorders resulting from the Buyer's neglect, improper care, or failure to follow veterinary recommendations.

The Buyer agrees to provide proper nutrition, routine veterinary care, and all necessary vaccinations to maintain the puppy's health. Additionally, until the puppy is **fully vaccinated**, the Buyer is responsible for taking appropriate safety precautions, including but not limited to: Avoiding high-risk environments such as pet stores, dog parks, rest areas, and other public places where exposure to viruses (e.g., parvovirus) is a risk. Failure to adhere to these responsibilities may result in a breach of contract and void any health guarantees provided by the Seller.

8. **Vaccinations & Health Records:**

The Seller guarantees that the puppy has received all age-appropriate vaccinations and deworming and will provide the Buyer with a complete health record.

SPAY/NEUTER AGREEMENT FOR LIMITED REGISTRATION

If the puppy was sold with limited registration (**No Breeding Rights**), the puppy is sold as a **pet only** and **not for breeding**. The Buyer agrees to spay/neuter the puppy by one year of age. Proof of sterilization must be provided to the Seller by the agreed-upon date. Failure to comply will result in a breach of contract, and legal action may be pursued.

We prefer that owners wait until the dog has fully matured and the growth plates have closed, as some studies suggest this may lower the risk of bone cancer and contribute to overall joint health.

However, we advise that you discuss this with your veterinarian to determine the best timing for your individual puppy.

Once proof of spay/neuter has been provided to the Seller **no later than one year of age**, the Seller will provide **limited registration papers** to the Buyer.

OPTION TO PURCHASE BREEDING RIGHTS

The Buyer may choose to purchase full breeding rights for an additional fee of \$500, but this option is **ONLY** available if discussed and agreed upon prior to the puppy going home. The Seller is strict about who is granted full breeding rights and reserves the right to approve or deny requests at their discretion.

If this agreement was made in advance, and the Buyer chooses to obtain breeding rights, they must:

1. Submit the \$500 payment **BEFORE** any breeding ever takes place.

Once this condition is met, the Seller will provide the Buyer with the puppy's registration papers and allow full breeding rights. Failure to comply with these terms will result in a breach of contract, and breeding without rights may result in legal action, as outlined in the Unauthorized Breeding Clause below.

UNAUTHORIZED BREEDING CLAUSE

If the puppy was sold with limited registration (No Breeding Rights), the Buyer acknowledges and agrees that this puppy is strictly intended as a companion pet and not for breeding purposes. Breeding this dog, whether intentional or accidental, is a direct violation of this contract.

If the Seller becomes aware that the dog has been bred—the Buyer agrees to the following penalties:

1. A breach of contract fine of \$7,500 per unauthorized breeding, payable to the Seller.
2. An additional fine of \$1,500 per puppy produced from the unauthorized litter.
3. Full ownership and breeding rights of all offspring produced will automatically revert to the Seller, with the Buyer responsible for all costs associated with the transfer of ownership.
4. The Seller reserves the right to pursue legal action for breach of contract, with the Buyer responsible for all legal fees.
5. The Seller retains the right to repossess the dog at the Buyer's expense, with no refund given.

GENERAL:

SELLER RESERVES THE RIGHT TO REFUSE THE SALE OF ANY PUPPY.

- Buyer agrees this contract is not transferable.

- Should buyer choose to break any of the above portion of this agreement, the remainder of seller's guarantee will be considered null and void.
- Buyer understands that there are no guarantees of breeding qualities, show qualities or in final size or disposition of any pet whether expressed or implied. Seller has made no representations as to fitness of purpose and provides no warranty towards fitness for any other purpose.
- Buyer agrees that upon delivery/pickup of puppy by them, that they have carefully examined puppy and accepts puppy as is with regard to physical appearance and breed conformation.

This contract is under the jurisdiction of the state of Oklahoma. In the event of any litigation in connection with this contract, the parties mutually agree that the dispute will be settled under the jurisdiction of Oklahoma County, Oklahoma. All parties mutually agree that all legal fees and travel expenses shall be paid by the buyer.

Outland Aussies, LLC reserves the right to update and/or modify this warranty at any time with or without notice. This contract may not be altered, modified or rescinded unless agreed in writing by both Buyer and Seller.

I the undersigned buyer have read, understand, and agree with all of the terms and conditions set forth in the "Bill of Sale". I the buyer acknowledge that I have received a copy of this document and accepts full responsibility for the health and well-being of the purchased puppy.

Sellers signature: _____ Date: _____

Buyers signature: _____ Date: _____

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