

# FRANTZICK FARM AUSSIES

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Stacy, MN 55079

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## Sales Contract – Full Breeding Rights

Puppy Name/Number \_\_\_\_\_ Puppy New Name \_\_\_\_\_

Date Whelped \_\_\_\_\_ Color \_\_\_\_\_ Gender \_\_\_\_\_

Sire \_\_\_ Boyd Ranch Chip Chip Hurray \_\_\_\_\_ Registry \_\_\_ AKC/ASCA/ASDR \_\_\_\_\_

Dam \_\_\_ Meljestic Breezy Bear \_\_\_\_\_ Registry \_\_\_ AKC/ASCA/ASDR \_\_\_\_\_

Purchase Price \$ \_\_\_\_\_ NON REFUNDABLE Deposit \$ \_\_\_\_\_ Date Received \_\_\_\_\_

Balance Amount \$ \_\_\_\_\_ Paid \$ \_\_\_\_\_ Method of Payment \_\_\_\_\_

### **Buyer agrees to the following terms:**

1) Seller and Buyer agree that the above described puppy is a registrable Australian Shepherd and is being sold with full registration rights with American Kennel Club (AKC), Australian Shepherd Club of America (ASCA), and American Stock Dog Registry (ASDR).

2) Registration application for full registration will be provided at the time of sale.

3) **Frantzick Farm Aussies** has granted breeding/show rights in this agreement to said puppy. **Frantzick Farm Aussies** cannot guarantee the puppy will become a show champion.

4) Seller is not responsible if one or both testicles do not descend. It is normal for 7-8 week old puppies to have one or both testicles not yet descended, and there is no way to know if they will drop or not in time. Under no circumstances will **Frantzick Farm Aussies** pay any veterinary expenses incurred by the Buyer.

5) The Seller guarantees that the puppy is in good health, free of communicable diseases and sound temperament. Puppy has received its first set of vaccinations and has been dewormed at 2, 4, 6 and 8 weeks of life. Medical records will be furnished at time of purchase.

6) If the Buyer feels the puppy is not healthy, buyer has 72 hours to have puppy examined. If puppy does not meet a general health exam, Buyer agrees to notify the Seller within 72 hours and provide a written statement of health as such from a licensed veterinarian. Minor, treatable problems such as diarrhea, coccidiosis, giardia, ear mites, parasites etc are common problems in puppies especially under stress of new circumstances and will not be covered by this warranty although every effort is made to prevent this.

7) In the event the puppy is found to have a genetic life threatening disease or defect by a year old, the Seller will then replace the puppy with one of the same sex and coat color from the first available litter. Buyers must notify **Frantzick Farm Aussies** within 24 hours of diagnosis with a written statement from your licensed veterinarian. Failure to send a written report to Seller within 24 hours of exam voids this guarantee. **Frantzick Farm Aussies** reserves the right to have the diagnosis verified by another veterinarian of Seller's choice (at Seller's expense). The original puppy as described above shall be returned to the Seller at the Buyer's

expense. If the Buyer decides to keep the puppy, the puppy must be neutered or spayed at the Buyers expense and the Buyer will have the option to purchase another puppy of their choice at 50% of listed price. Under no circumstances will money be refunded. Additionally, the Seller will not be responsible or obligated to pay any veterinary expenses at any time.

8) Buyer agrees to follow the regular vaccine, deworming and wellness schedule for the life of the puppy. Failure to do so will result in this contract being null and void.

9) The Seller is not responsible if the puppy contracts a communicable disease after 72 hours from when the puppy leaves the possession of the Seller.

10) Seller makes no guarantees about the puppy's mature weight, height, size, eye color, or other traits. Buyer hereby releases seller and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy. Buyer shall assume full responsibility for the health, temperament and appearance of the puppy upon taking possession of said puppy.

11) If the puppy will need to be re-homed throughout its lifetime, Buyer agrees to notify **Frantzick Farm Aussies** and to work with Seller to place the puppy/dog in an approved home. Buyer agrees not to turn puppy/dog over to a shelter, breed rescue, or euthanized under any circumstances. In that event, the puppy is to be returned to **Frantzick Farm Aussies**. This puppy must never be given away, or sold to any individual, company or research facility without the written permission of **Frantzick Farm Aussies**. No monies will be refunded for this clause.

12) All shipping costs related to any puppy being purchased, as well as in relationship to any puppy being replaced for any reason, are the responsibility of the Buyer. Seller shall not be responsible for death of said puppy due to negligence or carelessness of any airline or other live animal carrier, its agents or employees.

13) If Seller stops breeding Australian Shepherds at any time, this contract is null and void.

This contract is under the jurisdiction of the state of Minnesota. In the event of any dispute, the parties mutually agree that the dispute will be settled under the jurisdiction of Isanti County, Minnesota.

This agreement sets forth the entire agreement between parties. This Agreement may not be changed, altered, or amended except in writing signed by both parties.

All parties mutually agree that all lawyer fees will be paid by the Buyer.

The Buyer(s) and **Frantzick Farm Aussies**, Seller, have read, understand and agree with all the terms set forth in this sales contract.

**BUYER:**

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**SELLER:**

Seller Signature: \_\_\_\_\_