### <u>Countryside Kennels and Aussies</u> Breeding Rights/ Purchase/ Health Contract Thank you for choosing to become a member of the Countryside Kennels and Aussies Family.

This contract is written for the protection of both Breeder and Buyer, but most importantly, to protect the health and general well-being of our dogs. Copies of our contract will be provided to the buyer via digital image and/or physical copy at the time of pick up or delivery.

This contract is between Sheryl Casey/ Countryside Kennels and Aussie (hereafter seller) and the buyer(s)

And is entered on this dat		
This contract is only valid		
Breed	<u> </u>	
	-	
		purchased YES/NO
Said puppy is being sold t	o the buyer on (date)	;
At the total price of \$	A non-refund	dable deposit of \$
Was placed on said puppy	/ on (date)	via
to hold until 8 weeks of ag	ge or until agreed upon	date after breeder has
determined sound health	for travel and transition	n. The buyer understands that
the deposit is NON-REFU	NDABLE because it is a	commitment to purchase
the puppy/dog. The rema	ining balance of \$	is to be paid on
(date)	, either on or be	fore (as agreed upon between
buyer and seller) the pupp	by is to be picked up, sh	ipped or delivered to the
buyer. If the buyer does n	ot make full payment or	follow through with the
agreement, the buyer will	forfeit the deposit and	ownership rights of the
puppy/dog at which point party.	the breeder may sell th	ne puppy/dog to another
· -		

### **Health Guarantee**

All puppies /dogs sold by Countryside Kennels and Aussies come with a one-year health guarantee from date of sale (replacement puppy of equal or lesser value only, no cash refunds. Replacement dog must be the same breed, color and sex as the original dog purchased ) against only inheritable genetic diseases known to be carried by the appropriate breed or debilitating congenital defects which are defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the patient dies.) Buyers must supply any requested veterinary records related to the condition to the seller within 7 days of diagnosis. The breeder has the right to require a second opinion from a veterinarian and/or veterinary specialist of the breeders choice at the breeder's expense. If a necropsy is performed and it results in an inconclusive diagnosis or is undetermined, the warranty is void. If a congenital defect is identified within the warranty period, the buyer may obtain a replacement puppy of equal or lesser value. The original puppy/dog need not be returned to the provider if there is proper documentation for congenital issues. The breeder will determine which puppy (of equal or lesser value) will be used as a replacement. The wait could be 6 months or more. Color and gender are not guaranteed but will be determined due to availability of current or future litter. Shipping fees will not be refunded, and any costs associated with shipping a replacement puppy will be covered by the buyer. If the puppy is euthanized or in any way disposed of without a second opinion from the breeder's veterinarian, the buyer waives all rights to a replacement puppy. This guarantee does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, parasites (including giardia or coccidiosis), illness due to the ingestion of foreign objects, food, chemicals or physical injury. If a male puppy is purchased as a pet only, cryptorchid is not covered by this guarantee and no reimbursement or compensation will be given.

Countryside Kennels and Aussies guarantees that all possible steps have been taken with sire/dam selection and breeding to prevent hereditary issues. To the best of the knowledge of Countryside Kennels and Aussies, said puppy is healthy and in sound condition as far as the eye can see at time of sale. Puppy has had a wellness check completed by a local licensed veterinarian.

#### **Puppy Wellness Check**

Date: \_\_\_\_\_ Performed by: \_\_\_\_\_

It is to be clearly understood that Countryside Kennels and Aussies does not, under any circumstances, accept responsibility for any veterinarian and/or healthcare expenses once the puppy has left our care.

The buyer has 72 hours from the time of delivery / pickup to have a licensed veterinarian do a puppy well check on said puppy (date) \_\_\_\_\_ due to circumstances discussed and agreed upon by both buyer and breeder to insure/ qualify for this guarantee.

PLEASE SCHEDULE YOUR VET APPOINTMENT WITHIN THE 72 HOUR WINDOW AS PROMPTLY AFTER ENTERING THIS AGREEMENT OR AS SOON AS PICK-UP/DELIVERY DATE IS DECIDED.

\*Special Note\* In special circumstances the 72 hour vet appointment requirement has been extended per conversation between buyer and seller. Agreed upon date: \_\_\_\_\_ Initials: \_\_\_\_\_ \_\_\_

Vet check will be at the buyer's expense and must be done by a licensed veterinarian. Buyer must retain vet documents showing dates and procedures of the vet check for future reference. Health guarantee does not cover the findings of any parasite, internal or external, as this is a treatable condition. In the event that at the first veterinarian appointment within 72 hours of pickup/delivery the puppy is found to have a life-threatening condition due to a genetic disease, excluding transferable/contagious viruses (example: parvo), the buyer has the option to return said puppy for replacement of equal value in the next available litter. Buyer must provide a letter from a licensed veterinarian that states the condition of said puppy.

It is common for puppy parasites to flourish after joining their new family due to stress and accommodations. The buyer agrees to provide the best possible care for their puppy and understands that they are solely responsible for all medical expenses associated with the treatment of intestinal parasites the puppy is diagnosed with.

Buyer is required to have a licensed veterinarian administer any additional age-appropriate puppy vaccines (determined by the age of said puppy at time of delivery) to said puppy and administer yearly boosters and stay current on rabies vaccine. The puppy will receive age appropriate combo puppy shots administered by a licensed veterinarian. Puppy combo vaccines aid in the prevention of Parvovirus and Distemper and are given at 6-7 weeks of age. Countryside Kennels and Aussies is in no way responsible for any vet bills or costs incurred after the puppy leaves the care of Countryside Kennels

and Aussies. If the buyer fails to have a veterinarian check done within the above- named time frame or fails to continue a vaccination schedule as stated above and has no documentation, Countryside Kennel and Aussies is not liable for any genetic defects or diseases said puppy may acquire and the health guarantee will be considered NULL AND VOID. Ultimately the buyer agrees to maintain the dog in a humane environment and properly train and care for the dog at all times including inoculation against rabies, distemper, parvovirus, and other communicable diseases as recommended by a licensed veterinarian.

Our dogs are bred as companion animals. Although the dog may be capable of excellence in competition, work, the show ring and/or breeding, no warranty is provided by the breeder as to its fitness for any specific purpose. The breeder assumes no responsibility for training difficulties or behavior problems. The buyer is responsible for providing proper training. The breeder does not and cannot guarantee the size of the dog at maturity, confirmation or temperament. The breeder will give the buyer the size and weight of the puppy's parents upon request as well as past litter sizes and weight if it is known or accessible. The estimated height is not to be construed as a guarantee, but rather a courtesy. In addition, eye color is usually determined by the time the puppy reaches 6 weeks of age but is not guaranteed to stay. In the event that the said puppy has a change in eye color after it is determined, Countryside Kennels and Aussies will not exchange for a different puppy or refund purchase price of the said puppy.

The buyer agrees to contact the seller immediately if the buyer determines they are unable to keep their puppy for any reason. We request that we ALWAYS be notified and allowed to take the puppy back should the need arise. If during the course of the puppy's life, the buyer cannot or does not wish to maintain proper care of this puppy, the breeder has first right of refusal. The puppy will either be surrendered back to the breeder to be rehomed or the breeder will assist in placing this puppy in a new appropriate home. If for any reason a suitable home cannot be found for the puppy the buyer will return the puppy to the breeder for care. The buyer agrees to never place their puppy with a rescue group, an animal shelter, or any other similar facility including a research facility. Countryside Kennels and Aussies will not be liable for any expenses that may be acquired due to this transition, and all costs acquired will be at the buyer's expense ONLY. Upon the event that the puppy/dog is returned: Countryside Kennels and Aussies is under no obligation to refund any part of the purchase price. Any paperwork and health documentation will be supplied and signed over to the breeder upon surrender of the animal. The dog must be up to date on vaccinations.

Buyer agrees that he /she ls not acting as an agent of, nor will the buyer in turn sell, consign, give away, or place this dog or its progeny to any pet store, dealer, wholesale outlet, known puppy mills, guard dog business or research facility. The dog is not being purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited because of temperament or confirmation. In addition, it will not be used as a guard / attack dog, to hunt/fight other animals, or be used in scientific research.

I (buyer) \_\_\_\_\_\_, have read, understand and agree to all the terms listed above including ownership terms stated by seller: Countryside Kennels and Aussies.

Buyer initials: \_\_\_\_\_

# \*This is a Spay/Neuter Contract and the buyer agrees to have the puppy spayed/ neutered by the age of 1 year old.

Buyer and Seller Initials: \_\_\_\_\_

#### Full Breeding Rights Guarantee:

The buyer will receive a quality puppy/dog, free of genetic defects. examples: heart defects, cryptorchid, dysplastic hips or elbows, dudley noses and eye defects.

We cannot guarantee ear setting, which is defined on how the ears are set on the head and how they hang. Faulty ears in the show ring are prick ears and hound/hanging ears. Prick ears are when the ears are completely erect and do not break over. Hound/hanging ears are ears that are set too low on the head and/or reach further than the corner of the nearest eye. Faulty ears are not covered in this guarantee as replacement because they can come out of nowhere. Prick ears are known to be caused by excess calcium in their diet or teething and is out of our control. If said dog ends up having a defect or condition that does not permit the dog to be bred, a replacement dog of equal or lesser value will be issued for the same color and sex as the original purchase. The buyer must provide any and all documentation necessary for proof from a licensed veterinarian on the dog that states why the dog is not breeding sound.

The original purchased dog may be returned to the seller at the buyer's expense, or proof of altering (spay or neuter) must be provided to the seller. Rehoming may be permitted at the price of \$1,000 at which all funds received will go to the original seller, Countryside Kennels and Aussies. The buyer also has the option to alter and keep the dog as a pet and pay \$1,000 for the replacement.

The original purchase must be returned or altered (spay or neuter) before a replacement puppy is picked and/or provided. Pictures documenting the altering must be provided to the seller, as well as proof of altering from a licensed veterinarian. Shipping and registration on the replacement dog is the buyer's responsibility.

# NO OTHER GUARANTEES, VERBAL OR IMPLIED WILL BE CONSIDERED

# FULL BREEDING RIGHTS PURCHASES:

Transfer of ownership may be permitted in particular circumstances.

The buyer must have a legitimate reason for wanting to transfer ownership of the dog if still intact and of breeding age and the buyer no longer wants to use the dog in their program.

The seller reserves the right of refusal and the option to purchase said puppy back. If the seller agrees to purchase said puppy back the seller will not pay more than the original purchase price of the puppy.

If the seller opts to allow transfer of ownership, the buyer must receive written permission from the seller before transfer of ownership is permitted.

Upon retirement from the breeding program, transfer of ownership is permitted but said puppy must be altered before being rehomed and the seller trusts the buyer to make sure the puppy/dog is going to a good FOREVER home. At no point will the puppy/dog be put in a shelter or rescue of any kind.

I, (buyer)\_\_\_\_\_have read and understand and agree to all terms listed above including terms stated by seller Countryside Kennels and Aussies.

Buyer \_\_\_\_\_ Date\_\_\_\_\_ Date\_\_\_\_\_

### **DEPOSITS**:

In the case of death or injury of the puppy while still in the care of Countryside Kennels and Aussies, the deposit may be refunded in full or transferred to another available puppy or future litter. Otherwise, all deposits are **NON-REFUNDABLE!** 

If desired traits are discussed and established prior to a litter being born, are not produced and a pup has not been chosen, deposit is not refundable but may be transferred to a future litter.

If for any reason the buyer decides their chosen puppy is no longer what they want, the deposit may be transferred to a future litter if said puppy is under the age of 6 weeks old. if the current puppy is older than 6 weeks old and the buyer decides they do not want said puppy the deposit will be forfeited.

# PAYMENTS:

# All deposits are non-refundable.

Deposit methods accepted at no fee: Cash, Money Order, Venmo, Pay Pal (friends and family). If sending a money order, it must be sent USPS Priority Mail and tracking must be provided to the seller in order for said puppy to be placed on hold/pending.

**Holding Puppies:** Countryside Kennels and Aussies will hold puppies up to three days after the deposit has been placed or until 9 weeks of age free of charge. If the puppy is kept past the given time frame due to the fault of the buyer; The buyer will be responsible for all expenses for any routine care to keep the puppy up to date on vaccinations and preventative care. Puppies kept past the given time frame will be charged a boarding fee of \$20/ day.

**Shipping:** Countryside kennels and Aussies would prefer that all puppies are picked up from the Seller's home. However, the breeder is willing to travel to meet or deliver at the buyer's expense for an agreed upon fee for delivery if pickup is not an option. The agreed upon fee per this contract is:

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

This agreed upon fee is non- refundable and must be paid prior to departure if the seller is traveling to meet the buyer. If the seller is unable to meet or deliver said puppy, options will be given for outside shipping at the expense of the buyer.

Puppies will not ship nor travel until at least 8 weeks of age.

all shipping costs will be the sole responsibility of the buyer. Options for ground transport and/or flight nanny services are available at the cost of the buyer. We do not ship our puppies/dogs cargo for any reason. We are happy to meet either the buyer or flight Nanny at the airport for a fee of \$150 to cover the cost of fuel and time. If flying, puppies/dogs must be paid in full 24 hours prior to leaving our care.

# **REGISTRATION:**

Our dogs are registered with ASDR and/or AKC.

All of our puppies will carry the **Countryside** name within the registered name of the puppy. The seller reserves the right to deny registration name if they see fit or if it has already been taken. The process and fees of registration are the sole responsibility of the buyer.

#### ACCEPTANCE OF CONTRACT:

I, the undersigned buyer, have read, understand and agree with all of the terms and conditions set forth in this purchase agreement.

Buyer:	
Print name	 

Signature\_\_\_\_\_

Date\_\_\_\_\_

# YOUR SIGNATURE IS NOT REQUIRED. HOWEVER, BY PURCHASING A PUPPY/DOG FROM COUNTRYSIDE KENNELS AND AUSSIES, YOU ARE AUTOMATICALLY AGREEING TO ALL TERMS LISTED ABOVE.

# FAILURE TO ABIDE BY THIS CONTRACT MAKES ALL GUARANTEES NULL AND VOID.

#### Seller Information

Kennel Name: Countryside Kennels and Aussies Sheryl Casey 5180 S Queens Rd Rochelle, IL. 61068 815-988-0960 <u>countrysideaussies4u@gmail.com</u>

#### **Buyer Information:**

Name:	Cell Number:
Address:	Email:

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