

Purchase Contract for Cross L Aussies

1. This contract is between the Seller, Cross L Aussies and the Buyer(s): _____
 - a. Said puppy is sold to buyer on _____, at the total price of \$ _____
 - a. A deposit of \$ _____ was placed on said puppy on the date of _____, leaving a balance of \$ _____ to be paid before the puppy ships/delivery or is picked up by the buyer. Shipping and Registration Costs are \$ _____. Giving a total balance due of \$ _____

2. Said Puppy Information:
 - a. Name: _____ DOB: _____ Sex: M or F
Color: _____ Eye Color: _____
 - b. Sire: _____ Dam: _____
 - c. Microchip: _____ Est. Height at Withers: _____
 - d. Picture of Puppy: _____ (see section 11)



3. Health Guarantee: All puppies sold by Cross L Aussies come with two year health guarantee (replacement puppy of equal or greater value only, no cash refunds! Replacement dog must be same color and sex as original dog purchased) against inheritable diseases known to be carried by Aussies and included on the Australian Shepherd Disease Panel through Paw Print Genetics, Congenital and/or Hereditary Diseases and Conditions.
 - a. To the best of the knowledge of Cross L Aussies, said puppy/dog is in healthy, sound condition as far as the eye can see at the time of the sale by Cross L Aussies.
 - b. Buyer has 72 hours from the time of delivery/pickup to have a vet check done on above named puppy/dog to insure/qualify for this guarantee.
 - i. Vet check will be at 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.
 - ii. Health guarantee does not cover the finding of any parasite, internal or external as this is a treatable condition.
 - iii. In the event that a problem that is life threatening due to genetic disease, excluding transferrable/contagious virus's (example: parvo) arise within 72 hours, the puppy will be replaced at equal value in the next available litter.

- iv. Buyer must provide a letter from a Licensed Veterinarian that states the condition of the said puppy.
- c. Buyer is required to have a Licensed Veterinarian administer 2 or 3 more puppy vaccines (depending on the age of delivery of pup) to above named puppy and administer yearly boosters and stay current on Rabies Vaccine.
 - i. The First Parvo Shot, Neopar, will be given by Cross L Aussies at 5 weeks. If said puppy is still in possession of Cross L Aussies at 7 weeks, Cross L Aussies will administer 1st combo puppy shot DAPPCVK #1
 - ii. Puppy Combo Vaccines aid in the prevention of parvovirus and distemper and given at 7 weeks, 11 weeks and 15 weeks.
 - iii. Buyer will have licensed Veterinarian administer yearly combo vaccines.
 - iv. Rabies Vaccine will be administered by a licensed Veterinarian by 16 weeks of age and kept current for life of said puppy.
 - v. Seller recommends that puppy/dog be kept current on Kennel Cough Vaccine as well.
 - vi. Cross L Aussies is in no way responsible for any vet bills or costs incurred after puppy leaves the care of Cross L Aussies.
 - vii. If buyer fails to have veterinarian check done within above named time frame or fails to continue vaccination schedule stated above, this Health Guarantee will be considered NULL & VOID for said puppy/dog.

viii. Initials:

1. **Seller:** _____ **Buyer 1:** _____ **Buyer 2:** _____

- d. Full Rights Guarantee:
 - i. Buyer will receive Breeding/Show quality dog, free of genetic defects and/or non-breed standards that are a disqualification in the show ring.
 - ii. Examples of defects covered under The Full Rights 2 Year Health Guarantee: heart defect, faulty bite beyond breed standards, crypt orchid, dysplastic hips or elbows, dudley noses and eye defects.
 - 1. Eye Defects - only failing defects on OFA Eye CAER, previously CERF will be covered under Guarantee, Breeder options will not be covered since OFA is not recommending that they don't be bred due to the defects and/or condition.
 - 2. Faulty Bites - If said dog develops an off bite from the time it leaves sellers possession. Buyer must wait until said dog reaches one year of age before a replacement would be done.
 - iii. If said dog ends up having defect or condition that does not permit the said dog to be bred, a replacement dog of equal or greater value will be issued for the same color and sex as original purchase.
 - 1. Seller must get any and all documentation necessary for proof from a Licensed Veterinarian on such dog that states why the said dog is not breeding sound.
 - 2. The original purchase will be either returned to seller at the buyers expense or proof of altering and petted out, for a minimum of \$1,0000, and funds

received to go to the seller. Or buyer has option to alter and keep as a pet and pay \$1,000 for the replacement.

3. The original purchase must be returned or altered (spayed or neutered) before replacement will be picked and provided.
4. Proof of altering must be provided by a Licensed Veterinarian.
5. Pictures documenting the altering must be provided to the Seller
6. Shipping and registration on the replacement dog is the Buyers' responsibility.

iv. Ear Set is defined on how the ears are set on the head and how they hang. We cannot guarantee ear set.

1. Faulty ears in the show ring are prick ears and hound/hanging ears.
 - a. Prick ears are when the ears are completely erect and do not break over.
 - b. Hound/hanging ears are ears that are set too low on the head, reaches further than the corner of the nearest eye.
2. Although we will not breed a dog with faulty ears, they are not covered in guarantee as replacement because they can come out of nowhere. Prick ears are known to be caused by excess calcium in diet or teething and are out of our control.

e. No other guarantees, verbal or implied will be considered.

4. Final Payments:

- a. All deposits are **non-refundable** as outlined in the Cross L Deposit Contract.
- b. Payment Methods at NO fee: Cash, Money Order, Facebook Messenger, Walmart to Walmart, Venmo, or Apple Pay. We will no longer accept PayPal.
- c. If sending a money order, it must be sent USPS Priority mail and tracking provided to Seller.
- d. Credit Cards may be accepted but there will be a 3% fee added to the total.
- e. In the case of death or injury while still in the care of Cross L Aussies, the deposit will be refunded in full.
- f. If the estimated height at maturity of the puppy changes prior to full payment of puppy and the buyer decides the said puppy is no longer what you want, there will not be a deposit refund.
 - i. It may be transferrable to future puppy if decision is made prior to the said puppy reaching 5 weeks of age.

5. Holding Puppies:

- a. We will hold puppies up until 10 weeks of free of charge.
- b. If puppies are kept past 10 weeks of age; buyer will be responsible for:
 - i. Any routine care to keep puppy up to date on vaccinations and preventative care.
 - ii. Any vet costs incurred with International Shipping Requirements.
 - iii. Puppies kept past 10 weeks of age will have a boarding fee at \$5.00 per day.

6. This contract is valid only for the original buyer of the said puppy.

7. Transfer of ownership:

- a. PET ONLY Purchases: Transfer of this said puppy/dog is not acceptable.

- i. The said puppy/dog will not be sold or given away. **ABSOLUTELY NO EXCLUSIONS!**
 - ii. If for some reason, buyer can no longer care or possess said puppy, the dog will return to Seller, Cross L Aussies.
 - 1. Seller will compensate buyer with a buy back price of \$250.00, regardless the original purchase price of the puppy.
 - iii. If it is found that transfer of ownership of this said puppy/dog, to anyone other than the Seller, Cross L Aussies, the Buyer will be assessed a \$1,000 non-compliance fee that will be payable to Seller.
 - 1. If buyer does not pay the non-compliance fee upon demand by seller and legal action is taken to receive it, buyer will also be responsible for all reasonable attorney fees associated with recovering the non-compliance fee.
- b. **FULL RIGHTS Purchases:** Transfer of ownership may be permitted in particular circumstances.
- i. Buyer must have legitimate reason for wanting to transfer ownership if the dog is still intact and of breeding age and buyer no longer wants to use in program.
 - ii. Seller always has first right of refusal should the Seller agree to allow the transfer of ownership of said puppy.
 - 1. If Seller agrees to purchase said puppy back, Seller will not pay more than the original purchase price of the puppy.
 - 2. If Seller opts to allow transfer of ownership, buyer must receive written permission from seller before transfer of ownership is permitted. And buyer must sell said dog on contract and include all contents of 14.e.
 - iii. If it is found that transfer of ownership of this said puppy/dog, without giving Seller first right of refusal and written permission from the Seller to transfer ownership, the buyer will be assessed a \$2,500 non-compliance fee that will be payable to Seller.
 - 1. If buyer does not pay the non-compliance fee upon demand by seller, and legal action is taken to receive it, buyer will also be responsible for all reasonable attorney fees associated with recovering the non-compliance fee.
 - iv. Upon retirement from the breeding program, transfer of ownership is permitted but said puppy must be altered before being rehomed and seller trusts in the buyer to make sure the puppy is going to a good, FOREVER home and will not be put in a shelter or rescue.
- c. I have read and agree to all transfer of ownership terms stated by seller, Cross L Aussies,
Buyer 1 initials: _____ **Buyer 2 initials:** _____

8. Breeding Rights:

- a. It is solely the seller's discretion, whether or not said puppy is available to be purchased with full breeding and registration rights.
- b. Breeding Rights of said puppy have been purchased:
 - i. YES NO **Seller initials:** _____

- ii. If buyer is purchasing at Pet Only price and wishes to purchase Breeding/Full Rights after initial purchase, the additional cost would be \$ _____.
 - 1. If buyer decides to purchase breeding rights, they must notify seller before the spay and neuter date specified in 9.b.i. and submit payment for the Breeding Rights of said puppy. **Buyer 1 initials:** _____
Buyer 2 initials: _____
- iii. If Breeding Rights have been purchased, spay/neuter contract terms do not apply, skip to section 10.

9. "Pet ONLY" purchase:

- a. All puppies sold without breeding and full registration rights are sold on a spay/neuter agreement.
- b. Buyer is responsible and required to have said puppy spayed or neutered before it reaches 8 months of age.
 - i. **Spay/Neuter must be completed by the date of:** _____
- c. If Buyer decides that they would like to purchase the breeding rights and registration of said puppy, they must contact seller before date required for spay/neuter stated in 8bi.
 - i. It is solely at the discretion of Cross L Aussies whether or not they will allow buyer to purchase breeding rights and full registration.
 - ii. If Seller allows Buyer to purchase breeding and registration rights, price will be determined by the seller.
- d. Buyer agrees to provide Seller with certificate of spay/neuter of said puppy from a licensed veterinarian by the spay/neuter date stated above.
- e. Registration papers will be released to seller without breeding rights once the certificate of spay/neuter of said puppy, is received by the seller.
- f. Failure to spay/neuter said puppy by date stated above will result in a \$2,500.00 non-compliance fee to buyer that will be payable to seller.
 - i. If buyer does not pay fee and legal action is taken to receive the \$2,500.00 non-compliance fee upon demand by seller and legal action is taken to enforce the non-compliance fee, buyer will also be responsible for all reasonable attorney fees associated with recovering the non-compliance fee.
- g. I, Buyer, have read and accept all terms stated in section 8. "Pet ONLY Purchase and understand I will be held accountable if terms are not followed as stated."
 - i. **Buyer 1 Signature:** _____ **Date:** _____
 - ii. **Buyer 2 Signature:** _____ **Date:** _____

10. Shipping/Delivery of Puppy/Dog

- a. Cross L Aussies would prefer that all puppies be picked up from Seller's, but is willing to travel up to 200 miles round trip from Seller's home at Seller's expense for delivery if pickup is not an option.
 - i. Any delivery of puppy that is more than 200 miles round trip will be charged the federal mileage rate for each mile over 200 miles driven. And will be paid to Seller prior to Seller leaving with said puppy for delivery.
- b. Shipping: Puppies will not ship until 8 weeks of age.

- i. All shipping costs will be the sole responsibility of the buyer and will be shipped in temperature controlled cargo or via pet nanny only.
- ii. Shipping arrangements and health certificate appointments will not be arranged until puppy is paid for in full.
- iii. Seller WILL NOT be held responsible for death or injury of said puppy due to negligence or carelessness of any airline or other live animal carrier, its agents or employees, or the buyer.
- iv. Any negligence or carelessness occurring once puppy leaves the sellers possession will VOID the 72 hour Health Guarantee.
- v. Shipping in the lower 48 states:
 1. Seller will arrange shipping that works with buyers' schedule.
 2. Crate, insurance and health certificate is included in the estimated cost of shipping to the buyer.
- vi. International Shipping:
 1. Buyer is responsible for arranging Pet Nanny or Reservations.
 2. Buyer is responsible for all shipping costs associated to include but not limited to: International Health Certificate, any additional Veterinarian costs incurred with shipping requirements, cargo reservations, Pet Nanny Fees.

11. Size:

- a. Cross L Aussies cannot guarantee the adult size (height at withers) of the said puppy. We do, however, try to come up with a close estimated size based on size of dam and sire and weight of said puppy and past offspring. The estimated height is not to be construed as a guarantee, but rather a courtesy.

12. Eye Color:

- a. Eye color is usually determined by the time the puppy reaches 6 weeks of age, but is not guaranteed to stay.
- b. In the event that the said puppy has a change in eye color after it is determined, Cross L Aussies will not exchange for a different puppy or refund purchase price of the said puppy.

13. Pick Back Puppies:

- a. If any deal is made where a pick back puppy is involved as part of compensation of said puppy, that agreement will be attached as Exhibit A.

14. Registration:

- a. Our dogs are registered with ASDR or AKC, or both.
 - i. Said puppy will be registered through: _____
- b. All of our puppies will carry our Cross L name within the registered name of the puppy with ASDR. Example: "Cross L's Poker Face of Vegas"
- c. All dogs will be registered by Seller.
 - i. If registration name has not been picked by the time of pickup or transfer of puppy, Papers will be held until a registration name has been determined. Seller reserves right to deny a registration name if they seem fit or it has already been taken.

- ii. If you choose to add your kennel name to the Registration name and said dog produces a litter that is registered with ASDR. Transfer of ownership of said dog will no longer be permitted with Full Rights unless you can get special approval from ASDR to remove your kennel name from the Registration name.
- d. Pet Only Purchases
 - i. Registration will be completed without any breeding rights once proof of spay or neuter has been provided to Seller.
- e. Cross L Aussies does not allow our puppies/dogs or any of their offspring to be Registered as any other breed than The Australian Shepherd. **We only have ASDR Australian Shepherds and AKC Australian Shepherds.** They cannot be registered as the new breed **AKC Miniature American Shepherd or any other breed with a Cross L Pedigree. NO EXCEPTIONS!**
 - i. If contract is broken and any dog is taken to any other breed. I agree to pay \$1000.00 non-compliance fee to Seller and have all papers revoked, including any other papers issued by any other registry, including AKC.
 - 1. If buyer does not pay fee and legal action is taken to receive the \$1,000.00 non-compliance fee upon demand by seller and legal action is taken to enforce the non-compliance fee, buyer will also be responsible for all reasonable attorney fees associated with recovering the non-compliance fee.
 - ii. If you stud your dog out or lease a female out, it must be in your stud or lease contract that none of the dog's offspring may be registered as any other breed, including AKC Miniature American Shepherd.

15. Severability:

- a. Should a judge or arbitrator in any court of competent jurisdiction deem any part of this contract unenforceable, this shall not affect the enforceability of any remaining provisions.

16. Attorney Fees:

- a. If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this purchase contract or with respect to any dispute under this purchase contract, the Seller is entitled to recover from the Buyer:
 - i. the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding including the adjudication of any issues peculiar to bankruptcy law, in addition to all other sums provided by law.

17. Contract Jurisdiction:

- a. This contract shall be construed and enforced in pursuant to the laws of the State of Oregon.
- b. It is agreed that the place of venue shall be Union County, Oregon.
- c. All reasonable attorney fees incurred will be the responsibility of the Buyer.

18. Acceptance of Contract:

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

i. Buyer 1 Signature: _____ Date: _____

ii. Buyer 2 Signature: _____ Date: _____

b. I, the undersigned seller, have read, understand, and agree with all of the terms and conditions set forth in the purchase contract.

i. Seller Signature: _____ Date: _____

FAILURE TO SIGN & ABIDE BY THIS CONTRACT MAKES ALL GUARANTEES NULL & VOID

Seller Information:

Kennel Name: Cross L Aussies

City: La Grande **State:** Oregon **Zip:** 97850

Phone: (541) 786-2702 **Website:** www.crosslminiaussies.com

Email: crosslaussies@gmail.com

Buyer Information:

Name(s): _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____