

**BLUE MOON MINI SHEPHERDS
MINIATURE AMERICAN SHEPHERD
PET DEPOSIT AND PURCHASE AGREEMENT**

WHEN YOU PURCHASE OR PLACE A DEPOSIT ON ANY BLUE MOON PUPPY, YOU AGREE IN FULL TO THE TERMS LISTED IN OUR PUPPY CONTRACT, REGARDLESS IF YOU HAVE SIGNED THE DOCUMENTS OR NOT.

This puppy purchase contract, is between, Amy Nelson, herein referred to as the "SELLER" and _____, and herein referred to as the "BUYER".

SELLER

Blue Moon Mini Shepherds
Amy R Nelson
5826 Lund Road
Pequot Lakes MN 56472
218-839-6576
www.bluemoonminiaussies.com

BUYER

Name: _____
Street Address _____
City, ST, Zip _____
Phone: Cell 1: _____ Cell 2: _____
Email (1) _____ (2) _____

Identifying Name of Puppy:

Whelping Date:

Gender:

Color:

Identifying Markings:

Purchase price \$

Deposit \$

Balance Due \$

(Minimum deposit of \$300 required, deposit is Non-Refundable)

Payments Received: Date: _____ Amount: _____ Method: _____
 Date: _____ Amount: _____ Method: _____
 Date: _____ Amount: _____ Method: _____

Anticipated date of pick up or delivery: _____

Sire:

Dam:

Notes:

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Blue Moon Mini Shepherds is dedicated to the improvement of the Miniature Australian Shepherds as well as providing an outstanding pet and companion. The intent of this contract is to...

1. Assure that the dogs produced from this breeder will receive appropriate care and will be protected from indiscriminate breeding, so that the outstanding qualities of health, structure and temperament are enhanced.
2. Protect the BUYER and the SELLER by providing detailed information regarding all aspects of adopting a puppy from Blue Moon Mini Shepherds.

Blue Moon Mini Shepherds guarantees that this puppy is purebred and can be registered with AKC. Registration is not required and is the BUYER'S choice. *However, Blue Moon Mini Shepherds is my kennel name. If the puppy will be registered, SELLER requires the name of Blue Moon to precede the chosen name of the puppy on the registration papers.*

A Pet Contract requires the puppy to be spayed or neutered before they reach 24 months of age, or as determined by the BUYERS licensed veterinarian. In the event the pet is bred resulting in a breach of this contract, BUYER agrees to pay the sum of \$2,000 to the SELLER within thirty (30) days of litter whelping date.

SELLER does not guarantee mature size or eye color. The BUYER understands that the SELLER has no control regarding the future temperament, habits, and appearance of the dog, and hence does not warrant such.

Deposit

A \$300 NON-REFUNDABLE deposit is required to hold your puppy. Puppy must be paid in full, and all monies cleared prior to pick or delivery of the puppy. If the puppy is being shipped, payments must be cleared by seven (7) weeks of age. The first deposit received from a BUYER will place a puppy *on hold* until full payment is received. When a puppy is chosen and a deposit and/or advance payment has been received that puppy is no longer offered to potential BUYER'S so any and all advance payments are non-refundable. Deposits hold your choice of puppy until six (6) weeks of age. If payment is not received in full the deposit is forfeited and someone else may adopt chosen puppy. Puppies will be released to their new homes at eight (8) weeks of age.

Under no circumstances will a puppy be held without a deposit received within three (3) days of a verbal agreement regardless of the age of the puppy at time of the verbal agreement.

Deposit / Waiting List

SELLER will maintain a waiting list for parties interested in a Blue Moon puppy. The waiting list only provides an efficient way of notifying interested parties in available puppies and future litter plans for Blue Moon. Under no circumstances will a puppy be held for a BUYER without meeting the deposit requirements, and final payment requirements as outlined in this contract.

BUYER's are those have completed this contract cover sheet and signature page, and provided it, along with deposit payment to SELLER. A deposit is provided in the form of check, or a mutually agreed to form of payment which will be noted on the contract. BUYER's (those that have placed a deposit) will be able to choose a puppy in order of the date of deposit's received. SELLER will maintain and abide by the buyer/deposit list for all litters.

Blue Moon Puppy Rights

Occasionally BLUE MOON chooses to keep a puppy from litters to enhance the breeding program. BLUE MOON will always have first right to any puppy, from any litter, at any time, prior to the final sale of a puppy.

Payment Options

Payments are accepted through Zelle, Pay Pal (verified transfer and additional 4% fee for amount transferred), Cash, Personal Check (must clear first), Wells Fargo Transfer or Money Order. If payment plan arrangements are needed, an alternative agreement can be reached between the BUYER and the SELLER. If there should be any dispute with transfer of funds or clearing payment, any fees incurred will be the responsibility of the BUYER.

Care of Puppy

The BUYER shall maintain the puppy in excellent condition, including adherence to a regular immunization schedule, worming treatment, heartworm preventative as recommended by a licensed veterinarian as well as providing good diet, and a clean and safe environment. BUYER will discuss nutritional needs for the puppy with the SELLER to make an informed decision to provide a high quality diet for their puppy.

Should the BUYER'S situation change in that he/she can no longer care for this dog, he/she **must notify** the SELLER immediately. The SELLER will take the dog back (transportation costs are BUYERS expense) and/or assist in finding a suitable home for it. At no time will this dog be surrendered to a shelter or humane society. And under NO circumstances shall the

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BUYER sell the puppy to any individual or establishment in the business of buying and selling dogs neither for a profit, nor to any research institution where medical experimentation or other practices take place. No exceptions.

Pick Up/Delivery of Puppy

If a verbal agreement and deposit has been received on a puppy prior to eight (8) weeks of age, the BUYER is required to schedule a date of transfer to be completed by the time the puppy is nine (9) weeks old. If the puppy has not been picked up/delivered/shipped by nine (9) weeks old, an additional fee of \$10.00 per day will be charged.

If a verbal agreement is reached and a deposit placed to purchase a puppy after they have reached nine (9) weeks of age, it is the BUYERS responsibility to pick-up the puppy within seven (7) days. After seven (7) days, an additional fee of \$10.00 per day will be charged.

Ground Delivery Options

The SELLER is available for vehicle delivery options with expenses reimbursed, including a mileage rate of .50/mile, and \$20.00/hour time reimbursement (one-way). This is a nice option for limited distances as airfare rates continue to climb. There are also options available using a contracted delivery service.

Registration

Puppies will be eligible for registration through AKC. Papers will be provided to the BUYER at time of pick up or delivery, or when they are provided to the SELLER from the club. SELLER is not responsible for delays in paperwork from AKC.

Requirements:

SELLER requires that the BUYER attend obedience classes with puppy and provide proper socialization opportunities after all immunizations have been given. SELLER shall not be held responsible for acts of puppy destruction due to BUYER'S negligence as it is the BUYER'S responsibility to provide a safe and secure environment. It is also recommended that BUYER provide their pet with proper collar and identification tags and microchip identification (if not already provided by Blue Moon). If Blue Moon provides the microchip ID for the puppy, the BUYER is required to complete registration per instructions provided.

All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement, written or oral.

BUYER has read and understands the foregoing and agrees that all parts of this contract constitute a binding agreement with SELLER. If either SELLER or BUYER takes legal action regarding this contract, action shall be initiated in Crow Wing County MN the county of SELLER'S residence and any and all legal fees or court costs shall be the responsibility of the party found to be at fault.

BUYER agrees that this contract is non-transferable.

I, the undersigned, have read and understand the statements contained and agree to abide by same. I further understand that if I violate any part of said contract, the entire contract will be null and void.

SELLERS Signature: _____ Date: _____

BUYERS Signature: _____ Date: _____