***Sales Contract & Warranty***

*This contract is entered into between:*

Lisa Hartjes of Follow Me Aussies

2621 Cathcart Crescent, Cavan Monaghan, ON K9J 0G5

loka@nexicom.net 705 748-6404 or 705 749-4885cell

 *Hereinafter known as "BREEDER"*

AND

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

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prov./State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal/Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Hereinafter known as "BUYER"*

Description of Puppy/Dog: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Puppy: \_\_\_\_\_\_\_\_\_\_

Registered Name of Puppy/Dog (if applicable at time of sale):

Microchip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sire; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth:

*Sold with Breeding Rights? \_\_\_\_X\_\_\_\_\_NO or \_\_\_\_\_\_\_\_ YES*

*(If yes, see attached additional Breeding Rights contract)*

*Sold on a co-own partnership contract? \_\_\_\_\_X\_\_\_\_NO or \_\_\_\_\_\_\_Yes*

*(if yes, see additional Co-Own Contract attached)*

***Terms and Health Warranty***

***"BREEDER" guarantee's the puppy to be healthy, socialized and free of contagious diseases at time of transfer of said puppy to "BUYER". The "BREEDER" will provide up to date health record information to "BUYER" at time of transfer of puppy verifying all vaccinations and de-worming is up to date for appropriate age.***

***"BREEDER" is not held responsible for stress related outbreaks (including diarrhea) caused by transfer of said puppy to a new environment.  "BREEDER" will make themselves available to "BUYER" for questions, concerns, and to assist with advice on how to maintain a smooth and as stress free as possible transition.***

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***BREEDER will replace the puppy from the next available litter or give a full refund if this puppy dies from a contagious disease within 3 days of leaving the home of the BREEDER. BREEDER strongly advises that the BUYER take the puppy to their own vet for a health check-up within 72 hours of picking up puppy, after which the above health warranty expires. If puppy is found to be ill during the first 72 hours, BUYER may return the puppy for a full refund.***

***BREEDER guarantees this puppy for 3 years from the time of purchase against hip and eye defects proven to be genetic in nature, and in the event that hip or eye defects occur, and are to the degree of debilitating, BUYER must provide written certification from the Orthopedic Foundation for Animals (OFA) as evidence (hips) and or from a certified Ophthalmologist(eyes). If it is confirmed by the OFA that the defects are of genetic origin, then the BUYER may return the dog and have a replacement puppy from the next available litter and of equal value or opt to keep the dog and if treatment is an option, then the BREEDER will contribute funds up to the cost of the treatment, but not exceeding $1200.00. Any cost over that will be covered by the BUYER should they opt to keep and treat the dog. At no time will the BREEDER be responsible or agree to medical treatment without written agreement/consent to the BUYER, from the BREEDER, to cover any expenses. In the case of a genetic eye defect, written proof of the genetic eye defect must be provided by a certified Ophthalmologist.***

***BREEDER does not guarantee dog against diseases or medical conditions such as epilepsy, diabetes, allergies, parvo, distemper, parasites, food sensitivities, etc., as they cannot be proven to be genetic in nature and can be caused by external or environmental factors.***

***BREEDER is not responsible in any way for accidental death or injury to dog once it leaves the BREEDER’s premises.***

***BREEDER agrees to provide verbal or written advice and support to BUYER for the life of the dog and agrees to take back the dog if at any time the BUYER can no longer keep it, for as long as the BREEDER is breeding dogs.***

***Terms of Agreement:***

***“BUYER” agrees that this health guarantee will become null and void if puppy is spayed or neutered before the age of 6 months.***

***“BUYER” agrees that this health guarantee (in regards to hips) will become null and void if puppy is allowed to participate in jumping events such as agility, flyball or disc dog before the age of 6 months.***

***"BUYER" certifies, by signing this agreement, that said puppy/dog will have adequate exercise, shelter, fresh water, all necessary health care from a licensed veterinarian, and nutritious food that does not contain corn or artificial color.***

***“BUYER” agrees to provide proper socialization and training which includes, but is not limited to, attending one set of puppy socialization/obedience classes before the puppy reaches 8 months of age. Failure to attend may lead to significant behavioral issues which may negatively impact dog for life. It is highly recommended to schedule puppy classes as soon as possible after bringing home puppy.***

***"BUYER" agrees that he/she will not sell or give said puppy/dog to a pet store, pound, animal shelter, guard dog business, or research facility.***

***“BUYER” agrees to never leave the dog tied or chained outside without supervision for any period of time.***

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***“BUYER” agrees to never leave the dog inside a hot car unattended in which it could endanger the dog’s life.***

***“BUYER” agrees to keep in contact with BREEDER by providing one photo of dog at least around the age of one year. This, can be sent by email. BUYER will also notify BREEDER of any change of address or if there are any major health issues or temperament concerns with dog.***

***"BUYER" agrees, that if ever he/she no longer wants, or can no longer take care of the puppy/dog at any time in said puppy/dog’s life, he/she will give “BREEDER” first opportunity to find said puppy/dog a suitable home at no cost to “BREEDER.” In such a case, BUYER must also transfer any registration papers they may have back to the BREEDER’s or approved, suitable new owner’s name.***

***"BREEDER" does not guarantee* *a puppy to stay within size standard. (i.e., a Toy sized Aussie with a size limit of 14" could mature over 14" then classifying it as a Miniature sized Aussie).***

***Unless on a Partner Family Co-own contract, “BUYER” agrees to have dog spayed or neutered by 18 months of age, early spay/neuter is not recommended due to growth plates. (Females should be at least 8 months old). Prefer males to be a year old before neutering. A copy of the spay/neuter certificate must be sent to BREEDER for recording.***

**"BUYER" has read and understands the foregoing and agrees that all parts of this contract are a binding agreement with the "BREEDER.”**

**This contract is being put in place for the welfare of the dog and the protection of both the BREEDER and BUYER in order to clearly outline the terms of agreement between both parties. This agreement has been mutually stipulated to have been entered into in the Township of Cavan Monaghan, in the County of Peterborough, Province of Ontario, regardless of where this agreement was signed. Both parties agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall take place in county of the BREEDER’s residence and that this agreement shall be interpreted in accordance with the laws of Ontario. In the event that legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney’s fees and costs. This contract is binding in the Province of Ontario and is non-transferable unless agreed upon by both parties.**

*BREEDERS SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*BUYERS SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

BUYERS SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_