

Purple Mountain Minis Australian Shepherds

Puppy Warranty and Purchase Agreement

Sellers (Ginny and/or John Trcka) and Buyer (_____) agree to enter into this contract under the following binding agreement:

Puppy being sold is (description) Black tri-color, brown eyes Sex Male

DOB 2/3/18 Sire Jingle All the Way Dam Saks Pacific Kya Blue

Sellers and Buyer agree that the above described puppy is a purebred Toy/Miniature Australian Shepherd and is being sold as pet/companion quality with registration. The kennel prefix "Purple Mountain" must be used as the first words of the registered name. Registration papers will be filled out after the sale is complete. Sellers will provide paperwork necessary for registration with the American Stock Dog Registry; this is important paperwork—don't lose it. To complete registration, Buyer agrees to mail in completed paperwork.

Purchase Price: Buyer agrees to pay \$ 1000 for the purchase of puppy described above. Breeding rights are being sold separately for \$ 500. Sellers will require a nonrefundable deposit of \$ \$200 (maximum \$500) to hold puppy in Buyer's name until full payment is received. The puppy will not be delivered until full payment is received and puppy is at least 8 weeks of age. Payment may be made by cash, money order, or by credit card (if paying by credit card, an additional 3% will be added to cover fees).

Health Guarantee: Sellers warranty the puppy to be free of communicable diseases, in good health, and of stable temperament having been well socialized. Puppy will have received its first set of vaccinations and been dewormed at least twice. Buyer has 72 hours to have the puppy examined by a licensed veterinarian for general health from date of delivery: _____ (excluding weekends and/or holidays). Failure to do so will result in any and all warranties being cancelled. Seller accepts no liability for any communicable diseases after 72 hours from when the puppy leaves the possession of the Seller.

_____ Buyer agrees to follow the regular vaccine, deworming, and heartworm schedule for the first year. Failure to do so causes this contract to become null and void. Puppy/dog will be up to date on all vaccinations and dewormings when it leaves premise of Seller, and those records will be provided to Buyer. Routine vaccinations are recommended for the life of your dog. Consult your veterinarian.

If puppy/dog does not pass a general health exam, Buyer agrees to notify breeder within 72 hours and provide a copy of the original signed licensed veterinary statement of health. Minor treatable problems such as diarrhea, coccidiosis, 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. Buyer acknowledges that Sellers are not responsible for Buyer's veterinary expenses at any time or under any circumstance. Seller also warranties this puppy free from genetic defects, such as hip dysplasia, deafness, or serious eye defect, that would prevent the puppy from being a companion animal, until the puppy reaches two year of age. If this puppy is found to have a genetic defect of this kind, this must be verified by a licensed certified veterinarian. In the case of a hereditary hip deformity, a copy of written notification must come to the Seller from Orthopedic Foundation for Animals (OFA). In case of a genetic eye deformity, written notification

must come to the Seller from a Board Certified Veterinary Ophthalmologist verifying that the dog did not pass CERF. If a genetic disorder is found, the puppy/dog can be returned to the Seller at the Buyer's expense and Sellers will then replace the puppy with one of the same sex and coat color from the first available litter (puppy to be determined by the Seller). If Buyer wants to keep the puppy, it must be neutered or spayed at Buyer's expense and proof of alter will be sent to the Sellers. The buyer will then be able to purchase another puppy, of their choice, from the Sellers and will be given a price discount of an amount equal to 50% of the purchase price of the original puppy. Under no circumstances will money be refunded. This contract will only be valid while the seller is breeding Australian Shepherds. Should the Seller discontinue breeding dogs, this contract shall be void. This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold to a third party, this contract shall be void.

_____ Buyer will never take said puppy/dog to a shelter or any rescue. If at any time of the life of said puppy/dog, the Buyer cannot continue to keep the dog, the Buyer may surrender the dog back to the Seller to find a suitable home. No exchange of money or replacement is offered in this circumstance.

Puppy is warranted only for the purpose of being a pet/companion animal. Although it could be suitable for show or breeding quality, no warranty is being given for that purpose. If breeding rights are granted, the Sellers ask that the Buyers do so responsibly, and recommend that males must be at least one year of age before used for breeding and females at least eighteen months of age and had at least one prior heat cycle before being bred. Under no circumstances should a merle pattern dog be bred with another merle pattern dog, as this can lead to genetic abnormalities of the eyes and deafness.

Seller cannot guarantee adult size or conformation of the puppy/dog. Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by this puppy/dog. Buyer shall assume full responsibility for the health, temperament, and appearance of the puppy/dog upon when the puppy/dog leaves the premise of the Seller.

In case of litigation, the venue shall be Colorado Springs, Colorado.

Buyer's Printed Name _____

Buyer's Signature _____ Date ____/____/____

Buyer's Full Address _____

Buyer's email address _____ Phone _____

Seller's Printed Name Ginny and/or John Trcka

Seller's Signature _____ Date ____/____/____

Seller's Address 4970 Sierra Ridge Trl, Black Forest, CO 80908

Sellers email address ginnyt@purplemountainminis.com Phone (719)596-6450

Jobs to be completed in exchange for above described puppy:

To be completed by January 31, 2017:

Clean 3'x3' entry mosaic, apply stone sealer, repair missing stones with liquid nails and let dry, then apply grout and seal.

To be completed by April 30, 2017:

Apply slate tile to rough stucco area on porch, approximately 3' x 2'. Grout and seal.

To be completed by June 30, 2017:

Apply wood facing / paneling to wet bar front under counter possibly with inserts. Some examples are given below. Design details will be worked out by May 30, 2017.





Figure 1 Minus Blobs in centers



*****End of Warranty/Contract*****