**Example contract**

**Full registration Australian Shepherd**

puppies sold with full registration will be sold on co-ownerships only.  Brandi Sutton will be on registration as the Co Owner until the following requirements are met.

1. Passing OFA hips fair or better

2. Passing OFA elbows

3. Passing OFA eye exam

4. One of the following titles completed in AKC, ASCA, UKC

conformation, rally, obedience, Scent work, herding, or agility.

At the time proof is received of the above being completed co-ownership will be released.

During the time of co-ownership all expenses and liabilities are the full responsibility of the buyer.

No breeding should take place until the above is completed.

Buyer agrees to keep the puppy in good health, to have all shots and deworming at scheduled times, to provide water, a healthy nutritious food, and exercise. All health testing must be completed before breeding. This includes genetic panel through Paw Print Genetics or Embark, CAER, OFA hips and elbows or Pen Hip. Breeding will only occur with another Australian Shepherd registered with the AKC. No cross breeding is allowed. Puppies born from dog are only to be registered AKC, ASCA, UKC as an Australian Shepherd. If another registry is wanted you must obtain approval from breeder. Puppies born from this dog are not be sold to brokers/pet stores. Puppies will be placed in carefully screened homes directly from buyer. Puppies are to be well cared for and properly vetted.

Understand that a pet is a lifetime commitment and we do not want any of our dogs to end up in a shelter. Sky Creek will accept any dog or puppy sold by us back into our care for any reason. No refunds or replacements will be given for surrendered dogs or puppies. Puppy/dog is microchipped before leaving us and Sky Creek is and will remain the secondary contact for the puppy/dog’s lifetime to ensure puppy is not in a shelter. Buyers are to notify Sky Creek if they plan on re-homing the puppy at any time in the puppy's life. Buyer will notify Sky Creek for the first chance of buying back the puppy/dog.

Deposits and payment

Deposits made are non-refundable but are transferable. All deposits come off the total sales price. Balance is to be paid in full one week before receiving puppy/dog

Guarantees:

This puppy is guaranteed to be in good health, to the best of the seller’s knowledge. If he/she wishes, the buyer has 72 hours, from the date of ownership in which to have the puppy checked by a licensed veterinarian. IF THERE IS A PROBLEM THAT CANNOT BE RECTIFIED, you may return the puppy to us, at your expense, on the day following the vet exam, along with a veterinarian’s statement stating the problem. You will receive a full refund of the purchase price of the pup less any shipping fees and deposits made. (Exclusion: This does not include the presence of parasites and does not apply to a health problem resulting from an injury or accident). All medical expenses are the sole responsibility of the buyer.

Viral, bacterial colds or infections such as Coccidia or Giardia (bloody stools) are forms of worms/parasites and are not covered in the health guarantee as they are natural things puppies can pick up. Umbilical Hernias are also not covered in the health guarantee. Puppies are naturally at risk for coccidia or giardia or parasites which is often brought on by the stress of a new home, new food, new people or just a change in environment.

Another thing that may show up when a puppy is taken to a new environment is kennel cough (Bordetella- a raspy cough may be signs of this) which is common when puppies are transported to their new homes and is usually caused by bacteria. Kennel cough is self-limiting and like the common cold, it must run its course. Full recovery is expected and kennel cough, coccidia, giardia on their own are not life threatening. All puppies are treated and vaccinated for distemper, parvo, coccidia, giardia, and worms before they leave our kennel. However, you need to be aware that these things can arise and that they are usually not serious (even though seeing blood in the stool appears serious) and are easily treated and we will not cover the treatment for them

\*\*2 Year Hip Guarantee against genetic mild, moderate or severe hip dysplasia, and retinal eye disease until it is 26 months of age. The OFA is the sole and only judge in determining hip dysplasia. A CERF certified veterinarian must confirm any hereditary eye defects. You must send xrays and OFA results to seller. Radiographs must be done by an experienced veterinarian with proper positioning and quality radiographs.

Genetic test results. We present all parents genetic test results on our website. We Guarantee that your dogs results will not include anything that are not in the parents results.

All guarantees after the initial 72hours are for puppy replacement only

Replacement Puppy Information: - this guarantee does not include the vet check, CERF exam, shots, worming, transportation, carrier, or other fees. This Replacement Puppy Health Guarantee is for the health of your Australian Shepherd, and does not cover accidental death, neglect, abuse, or injuries that your dog may sustain while being a part of your family.

In the case of sudden death of puppy, breeder must receive a written notice of puppy’s death from owner’s vet, along with a necropsy report indicating cause of death. We also reserve the right to acquire a DNA sample from the puppy to determine the dog or puppy as one of our lineages.

• The original buyer of the dog has the right to a replacement puppy from the next available and comparable litter considering the following criteria have been met:

• 1. The original buyer must own the puppy.

• 2. The puppy must not have sired or whelped a litter.

• 3. The puppy must not have been overfed or over-exercised!

• 4. Buyer must show veterinary statement of diagnosis of hip dysplasia by the OFA or retinal atrophy (progressive) by CERF., along with a copy of the x-rays or vision exam results prior to the 26 months of age all stating dogs name, description and microchip number.

Sky Creek guarantees no disqualifying faults are present. Full registration puppies are potential show quality at the time they leave Sky Creek. All puppies grow out differently and we cannot guarantee that they will remain show quality but will remain free of breed standard disqualifications. Buyer agrees that guarantees are for replacement only and at no time will Sky Creek issue a monetary refund or be found responsible for any monetary settlement of expenses. Sky Creek does not guarantee eye color or ear set. Buyer also agrees that any disagreements that go to court will be in the jurisdiction of the Seller in Daviess County Mo.l

Boarding Fees

We will hold your puppy until 10 weeks old if needed. If you cannot pick your puppy up by 10 weeks old there will be a $20/day boarding fee due at time of pick up or if shipping, one week prior to shipping.

Registration

The Sky Creek name will be given and used in the naming of the puppy when registering. Buyer agrees the puppy/dogs name will begin with Sky Creek. Buyer also agrees not to register the puppy/dog with any other registry without written consent from the seller. Buyer also agrees that the puppy will not be registered as a mini or any other breed.

If any of the above agreements are broken at any time buyer is responsible for a $5000 penalty for each occurrence. If the purchased puppy/dog is neglected, abused, or improperly cared for at any time in its life the seller can regain full and sole ownership.