# Sky Creek Aussies

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# **Puppy/Dog Sales Contract**

Sex:
Color:
Sire:
Dam:
Date of Birth:
Registration:
Microchip:
Sales Price:
Deposit: Date Paid: How Paid:
Balance due:
Buyers name:
Buyers street address:
Buyers city/state/zip code:
Buyers phone number:
Buyers Email:

This puppy/dog is being sold on the following terms and conditions:

Sold as a pet quality puppy/dog with limited registration. No breeding and to be altered before 24 months of age.

Buyer agrees to keep the puppy in good health, to have all shots and deworming at scheduled times, to provide water, food, and exercise. 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. If Sky Creek does not remain the secondary contact on the microchip there will be a penalty of \$5000.00. 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. If the buyer does not contact Sky Creek and rehomes the puppy there is a penalty fee of \$5000.00.

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), the following provisions will be honored. 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 moderate or severe hip dysplasia, and retinal eye disease. Because 60% of all canine hip dysplasia is related to poor nutrition, we require that your puppy continue with the <a href="Life's Abundance Nutritional System">Life's Abundance Nutritional System</a> for the first 26 months of his/her life in order to qualify for this 2 year health guarantee. Remember, an ounce of prevention is worth a pound of cure! If you continue with <a href="Life's Abundance Nutritional System">Life's Abundance Nutritional System</a> for the first 26 months, this dog is guaranteed against genetic 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. Purchaser is to spay or neuter (unless already done) and keep him/her as a companion. Limited ACK Registration Puppy Contract Details below will apply.

\*\*\*LIFETIME Free Replacement Puppy. Because we believe so strongly that nutrition plays an excessively big part in the health of an animal, we are offering a \*Lifetime Free Replacement Puppy Guarantee. Should you choose this, the lifetime guarantee stipulates that the puppy must be fed Life's Abundance Nutritional System & Agility Formula for their entire lifetime purchased through the breeder. The Agility Formula must be given starting when the puppy is 6 months old. The reason we have chosen to offer this option to our guarantee, is because so many dogs and cats are acquiring serious life-threatening health risks through poor diet and vitamin deficiency. We believe that these products provide the optimum nutritional benefits ensuring good health and longevity for the dog, which is why we are willing to stand behind this guarantee. If your puppy does not reach its life expectancy of 10 years, you will be eligible to get a free replacement puppy of equal value.

Regarding hereditary defects, there are never any guarantees that a dog would be free of a genetic disorder from past generations. But since we may not know if there are any potential weaknesses in a dog, we believe that the diet and lack of vitamins can exacerbate these conditions if found. Therefore, by providing the dog with quality food and supplements, along with all our health testing(dogs are guaranteed against hereditary defects that we have tested the parents for- for the lifetime of the puppy with the exception to MDR1 which is completely manageable through avoiding certain medications, we are hoping to reduce the chance of these potential weaknesses from hindering their quality of life, should this ever occur.

Lifetime Free Replacement Puppy Information: - this guarantee does not include the vet check, CERF exam, shots, worming, transportation, carrier, or other fees. This Lifetime Free 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. We believe that

Life's Abundance Pet Food and Supplements are a great combination to provide your dog with optimal health, so that your Aussie can live a long and happy life with 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.

Limited AKC Registration Puppy: This puppy is being purchased as a pet and therefore the following applies:

- Provided this puppy is kept on the <u>Life's Abundance Nutritional System</u> for the first 26 months, this dog will be guaranteed against genetic 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.
- 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 and a spay or neuter receipt stating dogs name, description and microchip number.
  - 5. Buyer must have fed this dog the <u>Life's Abundance Nutritional System</u> for the first 26 months and purchased soley through breeder.

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.

## **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 buyer registers a puppy/dog as a mini or any other breed with any registry the penalty is a fee of \$5000.00

Sign below if you have read and fully understand and agree to this contract. Once signed this contract becomes a legally binding agreement.

Breeder/Seller Signature	
Date	
Buyer Signature	
Date	