

# Tolazrun Australian Shepherds

## Sales Agreement

This agreement is executed on the XXXXXXXX XX, 201X by Tolazrun Australian Shepherds (hereafter known as the breeder) and

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(hereafter known as the purchaser), concerning the purchase of Tolazrun Tolazrun Shaken Not Stirred, (hereafter known as the dog).

The purpose of this agreement is to protect, preserve and perpetuate the standard of the Australian Shepherd dog, its health and welfare.

Should a dispute arise between the breeder and the purchaser this document should be referred to in the first instance.

Registered name of the dog: XXXXXXXXXXXX

Microchip Number: \_\_\_\_\_

Date of birth: October 20, 2010

Dam & Sire: XXXXXXXXXXXXXXXX & XXXXXXXXXXXXXXXXXXXXXXXX

The breeder and the purchaser agree to the following terms and conditions:

1. The breeder warrants that that they are the breeders and legal owners of the above described dog.
2. The breeders warrant that the dog is a purebred Australian Shepherd dog and is registered with Dogs NSW under the name and registration number cited above. The registration certificate/certificate of pedigree will be handed over to the purchaser at the time and date that this agreement is executed, or at such a time both the breeder and purchaser agree to.
3. The breeder warrants that the dog is a direct product of purebred parents graded as "suitable for breeding" by the Australian Veterinary Association, or any other acceptable Hip Dysplasia Scheme approved by the breeder.
4. The breeder hereby agrees to sell and the purchaser hereby agrees to buy the dog for the following sum: \$1,500 AUD. Subject to Clause 5 (b), this price includes a deposit of \$50.00 that will be returned to the purchaser upon providing proof that the dog has been desexed.
5. (a) If the dog has been purchased as a show/working/breeding prospect, the dog will be owned by the purchaser in co-ownership with the breeder, be free from MAJOR/SERIOUS faults as listed in the breed standard for the Australian Shepherd dog. The dog is also physically capable of working and performing such exercises required to obtain working titles offered by DOGS NSW and other national and international canine authorities. This dog is suitable for breeding subject to Clause 6 (v) of this agreement.

(b) If the dog has been purchased as a pet, the dog will have one or more MAJOR/SERIOUS fault as listed in the breed standard of the Australian Shepherd dog. Alternatively, the purchaser has for other reasons indicated they do not want to show/work or breed this dog.

The dog must not be used for breeding purposes and must be rendered incapable of reproduction prior to the age of twelve (12) months at the purchaser's expenses. Upon return of documentation indicating that the dog has been desexed, the agreed desexing deposit will be returned by the breeder to the purchaser.

6. Upon execution of this agreement, legal ownership of the dog shall vest with the purchaser subject to the conditions set out below.

(i) The breeder warrants that the dog has been properly cared for up to the date of this agreement is executed and is presently in good health. Subject to the date of this agreement the purchaser agrees to properly care for the dog and to maintain the dog in good health.

(ii) The purchaser agrees that within fourteen (14) days from the date of this agreement, to take the dog to a qualified veterinarian (at the purchaser's expense), to certify that the dog is in good health and to complete any injections and worming that is required at the time.

(iii) The purchaser may, for any reason whatsoever, return the dog within a period of fourteen (14) days from the date of this agreement and the breeder will refund the FULL PURCHASE PRICE OF THE DOG, subject to any travel or administrative expenses and provided that the dog is at that time in as good health and condition as it was at the time and date that the purchaser received the dog from the breeder.

(iv) If the purchaser returns the dog within the fourteen (14) day period, and the dog is not in good health (as determined by the breeder), the breeder will apply the purchase price to the cost of getting the dog back to good health. The balance of the purchase price will then be refunded in full to the purchaser. Any costs incurred in returning the dog will be borne by the purchaser as will any transaction fees incurred in returning any outstanding money to the purchaser.

(v) The purchaser agrees that when the dog is no younger than twelve (12) months of age and no older than twenty four (24) months of age, they will have the dog hip scored/graded by an approved specialist veterinary surgeon as well as undertake any necessary DNA testing. A copy of this hip scoring/grading report and DNA tests will be sent to the breeder for their records. All expenses incurred in obtaining the hip scoring/grading and the DNA screening will be shared by the breeder and the purchaser.

If the hip score/grading or DNA tests indicate that the dog is deemed "not suitable" for breeding, the breeder agrees to:

- (a) Take back the dog and a full refund of the purchase price will be provided to the purchaser.
  - (b) Upon proof of the dog being desexed, the breeder agrees to allow the purchaser to keep the dog and if sold under 5 (a) above, the breeder agrees to refund the difference between the purchase price and 5 (b).
  - (c) Replace the dog from the next available litter under the same terms as outlined in this agreement.
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- (vi) The purchaser agrees to consult the breeder on any proposed breeding, and the purchaser agrees that under no circumstances shall they allow their dog/bitch to be bred with any dog/bitch which has MAJOR/SERIOUS or disqualifying faults (as outlined in the breed standard for the Australian Shepherd dog), or is under the age of twelve (12) months, or has not been eye tested and passed clear, and has not been hip scored/graded and been determined as "suitable for breeding", and the hip score/grading must be below the breed average at the time of the proposed mating.
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- (vii) The purchaser agrees that the dog shall not be breed with another dog or bitch that is not a purebred Australian Shepherd dog on the main register with one of the Australian based canine councils/authorities or other international canine council/authority.
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- (viii) The breeder agrees to give the purchaser at the time of purchase, a copy of the eye examination certificate of the dog. The purchaser agrees to undertake a further eye examination at the minimum age of twelve (12) months and a maximum of eighteen (18) months and provide a copy of the certificate to the breeder. The purchaser agrees to supply to the breeder a copy of any further certificates obtained following the undertaking of any further eye examinations. All eye examinations will be undertaken at the purchaser's expenses.

(ix) If the dog has been purchased under 5 (a) above, the purchaser agrees to show the dog at confirmation competitions to gain its confirmation title or allow the breeder to show the dog at confirmation competitions up to the point of obtaining the dog's confirmation title.

(x) The purchaser agrees to permit the breeder to use the dog at stud for one (1) successful mating, (if the dog is a male), free of service fee, if required by the breeder, for the benefit of the breeder's breeding program. All transportation costs, if required, will be borne by the breeder. The Breeder will be consulted in any other future breedings and failure to do so may result in the breeder refusing to sign the service certificate. All monies collected from these additional breedings will be retained by the purchaser.

If the purchaser has bought a bitch, then the breeder can have a maximum of two litters from the bitch, under the Tolazrun prefix. The bitch will have no more than four litters in total. Out of each possible litter, bred by the breeder, the purchaser will be entitled to one puppy, free of charge, (excluding microchip, vaccination, eye tests, registration fees and transportation costs). All costs of these two possible litters will be incurred by the breeder (including transportation of the bitch and registration/lease during the agreed period of time).

The Breeder will be consulted in any other future breedings the purchaser may undertake under their own prefix (a maximum of two litters) and failure to do so may result in the breeder refusing to sign the service certificate. All monies collected from these additional breedings will be retained by the purchaser.

When either party intends to breed from the bitch she will be leased exclusively to either party (the Breeder or Purchaser) for a period agreed upon by both parties and at the end of the lease the bitch will be returned to joint ownership.

(xi) The purchaser agrees that the dog will not be resold or re-homed without the prior consent of the breeder and the breeder retains first right of refusal to repurchase the dog back at a mutually agreed price. All costs to return the dog to the breeder shall be borne by the purchaser.

(xii) Notwithstanding herin before contained, it is understood and agreed that the breeder shall not be liable for damages or injuries caused by the dog whilst in the possession of the purchaser. All costs to return the dog to the breeder shall be borne by the purchaser, unless stated otherwise under specific circumstances as outlined in this agreement.

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Breeder

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Purchaser