



- PH: 248.303.2880
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One-Year Health Guarantee Purchase Agreement Contract

Please sign, date and return this document. You may either email, mail, fax or hand return this contract to us in person. No puppy is considered reserved until purchase agreement is received and signed along with a non-refundable deposit. Upon receipt of your deposit, the puppy that you have chosen will be taken off the market and will be held for you until the puppy is ready for its new home. Seller accepts Cash, Cashier's Check, Money Order, Wire Transfer, Chase Quick Pay, Zelle Quick Pay, Credit Card or PayPal using the send money to friends and family option. If you are not comfortable using the Friends & Family option via PayPal there will be an additional fee of 3.5% added to final sale. Same if paying with a credit card. If the puppy is over eight (8) weeks old, we require 50% of the purchase price be paid. This guarantee applies to the original owner. **Misty Renee** of **Misty's Toy Aussies** (Seller) agrees to sell a puppy to: **Buyer:** _____, is purchasing _____ under the following terms and conditions:

| | |
|--|---------------------------------------|
| Breed: Toy Australian Shepherd | |
| Weight: | On Date: |
| Sex: | Date of Birth: |
| Out of Sire: | Out of Dam: |
| Purchase Price: | Less Deposit Amount: -\$400.00 |
| Balance due 1 week prior to delivery date: | |
| <i>ALL FUNDS MUST BE CLEARED BEFORE PUPPY CAN GO TO ITS NEW HOME</i> | |

***Failure to pick up your puppy or have puppy shipped by the pickup date or failure to have your puppy paid in full one week prior to their delivery date weeks of age will mean forfeiture of all payments and any rights the Buyer had to adopt the puppy in this contract or any other puppies. We reserve the right to cancel the sale of any puppy at any time up until the time of transfer of the puppy for any reason we feel is appropriate.

Seller and Buyer agree that the above described puppy is a purebred Teacup/Toy/Miniature Australian Shepherd. The kennel prefix "Misty's" must be used as the first words of the registered name. Seller will provide paperwork necessary for registration with the American Stock Dog Registry (ASDR).

Deposits/Refunds: Deposits will be taken on a first come, first serve basis. To reserve a puppy, an initial deposit of \$400 is required. There shall be NO REFUNDS of the deposit once your puppy is picked. If the puppy that you are looking for is not born your deposit will be fully refunded or you may transfer it to another litter. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the puppy to some other Buyer and retention of the deposit or any other payments is meant to compensate Seller for loss of other opportunities to find a suitable home, loss of income and extra expenses. This deposit signifies the intent on the part of the Buyer to follow through with the purchase of this puppy.

Communication: If at any time you have an issue or miscommunication please never hesitate to contact us. Our goal is to connect you with a puppy that can be part of your family for years to come. We only approve families that have demonstrated to us that they are ready for a long-term commitment and with this we take a very personal approach to assisting each buyer in choosing the perfect puppy to meet their needs.

Shipping: We offer White Glove Hand Delivery in person at your local airport. Prices range from \$350.00 - \$450.00 in the USA (subject to change based on airfare and destination). We do NOT ship cargo.

Payment Provisions: Payments made with PayPal cannot be disputed for any type of payment reversal. All Money/payments placed on a puppy are NON-REFUNDABLE. We have a strict NO PayPal/Credit Charge Back Refund Policy, and any Buyer who attempts to dispute a transaction will lose all money placed on their puppy and any rights to purchase a puppy from us now and in the future. If you would like to pay with PayPal and are not comfortable using the "Send Money to Family and Friends" option a 3.5% fee will be added to the final

cost to cover the fee they charge. If you chose to pay with credit card there will also be a 3.5% fee added to cover the merchant fee.

Payment Schedule: Full balance is due and payment must be cleared one week prior to delivery. Once payment is fully cleared, we will hand deliver to you or you may pick the puppy up. **If you are picking up the puppy in person payment will be due upon pick up and only cash will be accepted.** If Buyer for any reason cannot complete the transaction by the time the puppy is ready to leave; the Buyer defaults and understands the reserved puppy will be offered to the next available person on our waiting list with no refunds given.

Health Guarantee: The Seller guarantees this puppy to be of sound health and temperament at the time of the sale. The Seller will provide a health record of all shots, worming, and a veterinarian exam. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 72 business hours. Failure to have the puppy examined by a vet within three days of the puppy's delivered/picked up date or if the Buyer fails to provide required immunizations and medical treatment will void this health guarantee. Dehydration, Diarrhea, Hypoglycemia, Coccidia, Kennel Cough, Internal and External Parasites, Giardia, Fungal Infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered.

We provide a one (1) year health guarantee for life-threatening health issues (valid until the puppy's FIRST birthday). Illnesses must be documented in writing by a licensed vet within 72 business hours. The Seller must be made informed of the examination that indicates that at the time of sale, such animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation by a licensed vet. If the puppy was in fact unfit for purchase Buyer may return the puppy for an exchange of equal value and the failure to do so within 72 hours will result in the cancellation of a replacement puppy. The seller will offer a replacement puppy of comparable value and no money will be refunded. This is subject to availability, breeder's first choice for breeding program then the buyer second. Conditions not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. In the event of a life-threatening condition the affected puppy must be returned with all veterinary documentation at the Buyer's expense. The Buyer understands that a replacement puppy will only be given if it's discovered to be a hereditary problem and not due to accident or illness. The Seller guarantees the puppy against fatal viruses for 72 hours. These include Distemper, Parvo, and Corona.

It does not include Coccidia and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening.

If the puppy should die from a suspected congenital defect within 12 months of its birth date, an autopsy must be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the seller will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must be provided with the Seller's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis.

In the event there are no puppies available at that time, the buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. The Buyer understands that any and all guarantees expire one year from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. Buyer is responsible for the transportation cost of the replacement puppy.

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.

LIMITATION OF GUARANTEE: We do not guarantee fur color, eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, ear standing, potty training ability, proper bite, coat quality, length, weight, hernias of any kind, physical flaws or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only, based on Seller's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant against any condition caused by carelessness, negligence or abuse.

Limitation Provisions to Genetic Disease(s): Any puppy purchased from **Misty's Toy Aussies** must show a life threatening hereditary defect by 12 months of age. Dogs older than 12 months are not covered under this guarantee. If after the Buyer discovers a life-threatening condition within a year of purchase and the owner wishes to retain the puppy the owner then waives the right to a replacement puppy unless otherwise agreed upon in writing from the Breeder

stating the Buyer may keep their original puppy and also receive a replacement puppy. Shipping charges on any replacement puppy is the responsibility of the Buyer. If the puppy is found to have a life threatening/hereditary condition that required the dog to be euthanized, documentation by the Buyer's veterinarian must be provided to the Seller and must show a serious untreatable medical issue to warrant the dog to be euthanized. Buyer's Responsibility: The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with vaccines, proper nutrition, which consists of a good quality dog food, fresh water at all times and teeth cleanings as needed to ensure longevity of life. The Buyer promises to provide a safe environment for the dog and never allow the dog to roam freely without proper fencing or supervision. Seller is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase.

Life's Abundance Food:

Misty's Toy Aussies does not require Seller to keep your new fur-ever friend on Life's Abundance Foods but strongly recommends it. **Please see separate attachment of the optional extension addendum I offer.**

For your convenience you may order by calling 877-387-4564, **using order code 20567274** or online <http://www.lifesabundance.com/misty>.

Open Door Policy: If at any time, the Buyer can no longer retain possession of the dog, the Seller must be notified and granted full ownership of the dog back to **Misty's Toy Aussies** who will find a suitable home for the dog. Our puppies are considered property of **Misty's Toy Aussies**. No refunds. The dog must be returned with all medical records. Under no circumstances will the Buyer rehome the dog, which includes surrendering the dog to the pound or any rescue center. This provision is to ensure that our Toy Aussie's will not end up homeless or destroyed, and a proper suitable home is found. Rehoming of our puppy without written consent from **Misty's Toy Aussies** will be considered breach of contract and the Buyer will be sued for damages for the actual value of the puppy at the time of original sale (purchase price) and any fees incurred to regain possession on the dog.

Spay/Neuter Buyer's Responsibility: All Puppies purchased from Misty's Toy Aussies are required to be spayed/neutered. If Buyer fails to Spay/Neuter their puppy and fails to provide proof to Seller by the time the puppy is 12 months of age, it will be considered a breach of contract, and rights and ownership of the

puppy will automatically be terminated and puppy will go back to Seller who reserves the right to immediately assume possession of the puppy with no refund to the Buyer. Buyer will be responsible for all fees incurred (attorney, court costs, filing fees, travel, shipping costs, etc.) for the safe return of said animal to Seller. Permanent ownership of this dog is contingent upon your compliance with this contract by 12 months of age. Proof of spay/neuter must be received within fourteen (14) business days after the date of surgery. BUYER will transport this dog back to Misty's Toy Aussies and will not be entitled to a refund if this provision is breached.

The buyer agrees to have this dog spayed/neutered by no later than 12 months from date of birth, and the buyer understands that this spay/neuter agreement is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. The buyer also agrees that in the event that the puppy is not altered the buyer's ownership of the dog in this contract will become the property of Misty's Toy Aussies with no refunds. If for any reason, it is discovered the dog was used in any type of breeding Misty's Toy Aussies has the right to seek compensation in the amount of \$5000 (Breach of contract) + filing fees, transportation fees, etc. and all the rights to the dog and all offspring produced with no compensation to the buyer.

Vaccinations Limitations: Your puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the one (1) year Guarantee outlined, the Buyer must have all immunizations done by a licensed veterinarian and provide proof of treatment to Seller upon request.

Legal Provisions: In the event of any litigation in connection with this contract, the Breeder will be paid reasonable attorney fees, court costs and all travel expenses, which resulted for the litigation via the responsibility of the Buyer. This Contract will be deemed a legally binding Contract, and is under the jurisdiction of the state of Michigan, in the county of Oakland. Buyer agrees that in the event of any legal action the Buyer must turn over the puppy to Seller (**Misty's Toy Aussies**) until all court proceedings are finalized. It is further agreed that, if for any reason, filing for court, the place of venue shall be **Oakland County, Michigan.**

Bill of Sale: The Buyer of a puppy from **Misty's Toy Aussies** hereby acknowledges that the Buyer has received a copy of this document, acknowledges and agrees to the terms and accepts full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale". Further, the Buyer accepts the terms of the contract. The agreement represents the

total agreement between **Misty's Toy Aussies** and the Buyer, and no other terms or conditions shall be valid to this sale.

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| Buyer Printed Name: | State ID/ Driver's License #: |
| Address: | City, State: |
| Phone: Cell: | Email: |
| Buyer Signature: | Date: |
| | |
| Address: | City, State: Highland, Michigan 48357 |
| Phone: | Email: misty@mistystoyaussies.com |
| Seller Signature: | Date: |