

SILVERDUST AUSTRALIAN CATTLE DOGS

Contract of Sale and Deposit

Definitions used herein include:

"BUYER" shall herein be defined as:

Name:

Address:

City:

Phone:

Cell:

Work:

Email Address:

"BREEDER.(S)" shall herein be defined as:

Deb Casey, DBA SilverDust Kennels, Roanoke, Tx 76262

Cell: 214-578-7007

Email: deb@txk9.com

AND/ OR

David Campbell, DBA SilverDust Kennels, Kansas City MO. 64118

Cell: 816-935-8101

Email: dave@thecowdog.com

"PUPPY" shall herein be defined as:

A: A PET puppy, (registered) (registerable) with the American Kennel Club (AKC), with limited (non breeding) registration. Registered with name of SilverDust _____. Sex _____ Color _____ All Puppies will carry the registered name of SilverDust and cannot be changed.

OR

B: A SHOW puppy, (registered) (registerable) with the American Kennel Club (AKC) with full registration/breeding privileges with the registered name of: SilverDust _____ Sex: _____ Color: _____ All Puppies will carry the registered name of SilverDust and cannot be changed.

American Kennel Club (AKC) registration number:

Date of Birth:

Microchip #:

Sire: _____ AKC# _____

Dam: _____ AKC# _____

The Australian Cattle Dog list above is sold for the price of \$800.00 for pet puppies; \$1500 for show quality. Intact show/breeding bitches will not be sold without a separate co-ownership contract. Intact / show males can only be bred to dogs owned by BUYER, and cannot be used at public stud unless written approval is granted from BREEDER.(S) _____ Please initial that you read and understand this statement.

A PET puppy is defined here to be a Australian Cattle Dog puppy which is in good health at the time of sale, and embodies the characteristics of the Australian Cattle Dog breed. This PUPPY is purebred and is registerable (registered) with the American Kennel Club on a limited registration basis. PET puppies must be spayed or neutered. A PET puppy can have the contract amended to a show puppy upon agreement of both parties.

BREEDER.(S) guarantees the above named PET puppy/dog to be free of any and all life threatening hereditary defects, or any hereditary defects, which cause the puppy/dog to be unfit as a pet to the buyer. This guarantee shall apply for a period of 26 months (2 years) from the date of purchase. A certified veterinarian must verify, in writing, any such claim of hereditary defects. The BREEDER.(s) reserves the right to get a second opinion from a certified veterinarian or breeder of his or her choice. Once the health of the puppy/dog has been determined, the BREEDER.(s) will make the final decision as to the disposition of the puppy/dog. The BREEDER.(s) will provide a replacement puppy/dog from the next available litter.

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The buyer will be responsible for all transportation costs associated with a replacement puppy/dog. There is no other guarantee, written or implied, other than the guarantees defined in this contract for PET dog/puppy. No refunds of sale.

A SHOW puppy is defined here to be an Australian Cattle Dog which is in good health at the time of sale and meets the AKC standard for the breed. Breed/show prospect shall be understood to mean that there no known faults as defined in the standard are evident at time of sale and further that no genetic disorders are immediately apparent.

This SHOW puppy accompanies the guarantee that he/she meets those breed standards for finishing their AKC American championship. The BREEDER.(S) assumes no responsibility for the dog's show success in the show ring, nor for finishing a championship in a foreign country; or meeting standards of a foreign country. If the dog is sold as a show dog, the BUYER will make every effort to finish the dogs AKC championship. Not ever showing the dog is not considered an effort and is a breach of contract.

If the SHOW puppy develops any breed faults or develops hereditary conditions which determine the animal unfit for breeding in the United States of America, it will be replaced with a puppy from the next available litter IF the following conditions are met:

The condition declared, and verified in writing by a licensed veterinarian and at the BREEDER.(S) discretion, verification by other Australian Cattle Dog BREEDER.(s) of choice to deem that there is indeed a reason for failure to finish an AKC breed championship based on the AKC standard.

- The condition is diagnosed on or before the age of 26 months.
- The dog or bitch has not been used for breeding purposes before 26 months.
- The original owner of the dog has not changed unless written permission of sale was granted.
- Proper training and socialization has been followed.
- All feeding and care recommendations have been followed.
- The dog/bitch must be spayed or neutered after diagnosis of faults/disqualification or hereditary condition. BUYER to pay spay / neuter expenses. BUYER may keep spayed or neutered animal. If, instead, the dog is be returned to BREEDER.(s), BUYER will pay all shipping expenses. After all requirements are satisfied, replacement puppy will be made. Buyer is responsible for any costs involved in shipping of a puppy/dog including shipping costs involved if the puppy/dog is returned for ANY reason. This includes show puppies that are unacceptable to the buyer for any reason, unless a health problem exists. This includes but is not limited to air charges and crates. PROPER NOTICE must be given before returning any puppy for any reason to insure that the seller will be available to pick up the puppy at the airport. **There are NO cash refunds.**

This PET puppy is registered with a limited registration, which will prohibit breeding and registering offspring. (The BUYER agrees this female PUPPY is to be spayed at the appropriate age, or male puppy neutered and veterinarian confirmation of this procedure must be supplied to the BREEDER.(S).) **Please initial.**

SHOW or PET puppies that are returned for " your reason ie: no reason "; the purchase price is not refundable, and the BUYER must pay shipping back to the BREEDER.(S). Failure to return the puppy is considered a breach of contract. **Please initial that you understand this statement**
There are NO cash refunds of sale.

This SHOW puppy will not be used for breeding until you have obtained passing OFA, CERF, PRCD, & BAER testing of each breeding party; EACH time the dog is bred. Proper care and placement of the puppies will be taken with a written copy of this contract going to each party. **Please initial.**

In the event that the dog sold is a male; BREEDER.(S) will be allowed to use the dog at stud for a fee of \$250; any transportation and other expenses to be paid by BREEDER.(S).

This SHOW/BREEDING stock will not be bred repeatedly or in any manner to affect health and welfare of said dog. **Please initial.** (Repeatedly means season after breeding season)

BREEDER.(S) guarantees that Puppy is in good health and has received appropriate medical inoculations, worming and care. BREEDER.(S) will provide BUYER with a medical chart detailing treatment Puppy has received under BREEDER.(S)S care, and any future care BREEDER.(S) feels is essential to Puppy's well being.

The BREEDER.(S) does not assume any liability for any injury to said puppy after delivery.

The BREEDER.(S) shall not be held responsible for the development of behaviors, diseases, or disorders, which are due to BUYERS negligence. This includes improper and lack socialization and training. **Initial that you understand this statement.**

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DEPOSIT

A \$200.00 deposit to reserve a (pet / show) puppy, (male or female) (red or blue) from the (_____) litter. This deposit will not be refunded if the BUYERS cancel their request. The BREEDER.(S) reserves the exclusive right to cancel any agreement; to cancel any request from BUYER even after the deposit and agreement is signed with no recourse. The BREEDER.(S)S decision is final with regards to the disposition of such puppy. A full refund will be given if the BREEDER.(S) chooses to cancel the reservation of the puppy. I, as the BUYER have read and understood the contract. _____ Initial

(Please circle preferences, and indicate below 2nd choice of color or sex. If you must have a certain color or sex and will ONLY accept that; please note you might have to wait up to a year or more for your puppy.) Other choices: _____

_____ Date _____

Signature of Buyer

SIGNATURES OF AGREEMENT OF SALE

BUYER (s) _____
DATE: _____

BREEDER.(S): _____
DATE: _____

BREEDER.(S): _____
DATE: _____

The BREEDER.(S) neither makes nor implies any warranties or guarantees, express or implied, other than those written in this agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the BREEDER.(S) and Buyer with respect to this sale. The Buyer's signature below indicates that he/she has read, agrees and does understand all the conditions of the Sales Agreement and Contract of Sale. In breach of this contract, including any terms listed here individually and or in whole, all guarantees are null and void and if the breach jeopardizes the health, safety and welfare of the puppy, dog, or bitch, the BREEDER.(S) reserves the right to reclaim the puppy, dog, or bitch immediately in order to protect the health and welfare of the animal. If the contract is breached, the BREEDER.(S) reserves the right to assume ownership permanently of the dog including AKC registration, and all health records in order to protect the welfare of the animal with the BUYER forfeiting all further rights to the animal and the cash consideration paid to the BREEDER.(S) as liquidated damages for the breach of this sales agreement. In the event that litigation is commenced to enforce the terms of this contract the BREEDER.(S), being, Deb Casey and/or David Campbell, shall be entitled to the costs thereof; including, but not limited to, attorney fees, court costs and all travel expenses incurred by her and her attorney.

SIGNATURE _____ indicates this paragraph as been read and understood. Date: _____