

# Garay Mini Aussies

## Buyer Agreement and Health Policy

Thank you for choosing to become part of the GMA Family! This contract is written for the protection of both Breeder and Buyer, but most importantly to protect the health and general well-being of the dog.

This agreement is made between the Breeder and the Buyer for the purchase of the following dog:

Date: \_\_\_\_\_ Breed: \_\_\_\_\_

Gender: \_\_\_\_\_ DOB: \_\_\_\_\_ Color: \_\_\_\_\_

Other Markings: \_\_\_\_\_

ASDR Litter Registration #: \_\_\_\_\_

Sire: \_\_\_\_\_ Registration#: \_\_\_\_\_

Dam: \_\_\_\_\_ Registration#: \_\_\_\_\_

The Breeder (Garay Mini Aussies) is selling the above dog for a total price of \$ \_\_\_\_\_. The Buyer (\_\_\_\_\_) is giving a deposit of \$ \_\_\_\_\_ and has a final balance of \$ \_\_\_\_\_ due to Breeder upon release of the dog to the Buyer. The expected date of release is \_\_\_\_\_. The Buyer understands the deposit is NON-REFUNDABLE because it is a commitment to buy the dog. Buyer will forfeit the deposit and ownership rights to the dog if Buyer does not make full payment within one week of the dog's expected release date. After that time, the Breeder may sell the dog to another party. The dog will not be released for shipping or any other transport or exchange until payment in full is received. There will be a \$10 per day charge for dogs kept over 1 week past the agreed release date, unless release date is delayed by Breeder. If Breeder cannot provide the dog for any reason, at the Buyer's option, the deposit will be refunded or transferred to another dog of similar value. Buyer understands that any transport costs and registration fees are the responsibility of the Buyer. \_\_\_\_\_ Buyer's Initials

This dog is being sold with \_\_\_\_\_ LIMITED registration.

**FULL registration:** The dog is being sold with **Breeding Rights; buyer agrees to have pup genetically tested before breeding to ensure a clean bloodline.**

**LIMITED registration:** The dog is being sold as **PET ONLY**, with a spay/neuter agreement.

**\*Please initial next to each numbered paragraph below to acknowledge that you have read and agree\***

### Breeder's Representations

- Health Guarantee:** The Breeder takes pride in producing healthy dogs with wonderful temperaments for loving homes. The Breeder guarantees the dog to be in good health at the time of the sale. The dog will have been vet checked, be current on all age appropriate vaccines and worming at the time the dog is released. The Breeder further guarantees, for a period of 1 year from the contract date, this dog to be free from any inherited disease which impairs normal life span, good health, and full function as a pet. If such an inherited defect should occur and be diagnosed in writing by a qualified veterinary specialist, the Breeder will replace this dog with a dog of similar quality upon the return of the dog at the Buyer's expense, or refund the purchase price at the Breeder's option (less processing fees), provided the dog has not been injured or neglected. The Breeder is not responsible for any veterinarian bills or shipping/travel costs incurred by the Buyer. This guarantee does not

cover any health issues caused by neglect or injury from the buyer or his/her agent. This guarantee does not include minor illnesses and health issues such as colds, allergies, communicable diseases, internal or external parasites or umbilical hernias, cancer or other major illnesses, accidental death, theft or any other loss beyond the Breeder's control. However, the Breeder will disclose any known illnesses or health issues prior to the sale.

2. **Breed Guarantee:** The Breeder guarantees this is a purebred dog, offspring of the purebred sire and dam referenced at the top of this agreement.
3. **Breeder's Lifetime Commitment:** The Breeder requires being offered first option to take the dog back at any time during the lifetime of the dog. With this commitment, the Buyer should **NEVER** consider surrendering the dog to an Animal Shelter, or re-homing it without the permission of the Breeder. The dog shall not be euthanized in a non-emergent situation without prior discussion with the Breeder. The Breeder will not issue a refund or provide another puppy to the Buyer unless the dog's return falls under the Breeder's Health Guarantee.
4. **Release of Papers:** The Buyer may register the puppy with ASDR with the Buyer's choice of name (with the prefix of "GMA's") and the papers will be sent to the Buyer by ASDR. Breeder will submit registration upon request of the buyer for the appropriate fee; pedigree is an additional charge. Application may be included in puppy paperwork upon buyer's request.
5. **Fitness of Purpose:** This dog is bred as a companion animal. Although the dog may be capable of excellence in competition, work, show ring and/or breeding, no warranty is provided by the Breeder as to its fitness for any specific purpose. The Breeder assumes no responsibility for training difficulties or behavior problems. Buyer is responsible for providing proper training. Breeder does not and cannot guarantee size of the dog at maturity, conformation, coat color, temperament, or eye color. Breeder will give the buyer the size and weight of the dog's parents and the weight of the dog's siblings upon request. Projected size is by early growth table only.

## Buyer's Representations

1. **Payment:** Payment is due in full prior to the Breeder releasing the dog to the Buyer or transport. Payment must be received in advance (to ensure funds clear) in the form of cash or paid via PayPal Friends and Family, via Good Dog ONLY if that is where you found your pup with GMA, or by another agreed electronic method. If the dog is to be shipped, all costs (if any) associated with shipping/transport including suitable crate, air fare, health exam and certification, etc. must be paid in full prior to Breeder releasing the dog. Transporter is paid separately, usually in cash.
2. **Veterinarian Health Check:** The Buyer agrees to have a licensed veterinarian check the health of the dog within 5 business days after delivery of the dog. This is to ensure the Buyer's confidence in the health of the dog and to establish a veterinarian relationship. Documentation of vet check must be provided to the Breeder within 10 days, for the Health Guarantee to be honored. If there is a problem with the dog's health, the Buyer may elect to keep the dog, assuming all costs for its care, or may return the dog according to the Breeder's Health Guarantee. Should the dog die unexpectedly within the 1-year time frame, a necropsy must be performed, and a diagnosis of an incurable genetic illness must be proven to be the cause of death. Certified copies of necropsy results and any paperwork regarding the death must be provided to the Breeder to qualify for the Breeder's Health Guarantee to be honored.
3. **Spay/Neuter:** Unless the Breeder has sold the dog with full registration/breeding rights, the Buyer will engage a licensed veterinarian to spay/neuter the dog by the age of 16 months. Breeder discourages surgery before 12 months of age for proper development on both male and female dogs. **Breeding Right:** Buyer agrees that dogs sold with breeding rights will be pets and companions first, breeder second, and will only be bred with the Australian Shepherd breed; no crossbreeding or inbreeding will be conducted, and no double merles will be produced. Buyer agrees to only allow a reasonable season of breeding and will retire his pet at a suitable age, followed by spay or neuter for the health of the pet.
4. **Buyer's Companion:** The Buyer agrees that the dog will live with the Buyer as his/her companion. The Buyer also agrees that he or she is not an agent for another person or business in this purchase.

5. **General Well Being:** To prevent unfortunate accidents and for the dog's general well-being, the Buyer will maintain the dog in an adequate enclosed area and will not allow the dog to roam at will. The Buyer **WILL NOT chain** or tether the dog in the yard or keep the dog permanently in a kennel as research shows that this causes anti-social behavior in dogs. Buyer will engage in socialization activities, proper training and enrichment to prevent undesirable/anti-social behaviors from developing. If undesirable/anti-social behaviors develop, Buyer will invest in the proper training to correct those behaviors by any means possible before they create a risk to the dog's well-being. Also, the Buyer will provide quality nutritious food and necessary health care by a licensed veterinarian, including appropriate worming, heartworm preventative, flea/tick prevention, and all recommended vaccinations.
6. **Transfer of Ownership:** The Buyer will not sell, give or release this dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or any agent for these. If the Buyer wishes to transfer the dog to another breeder or owner, the Buyer must receive the Breeder's permission in writing.
7. **Indemnity:** Buyer agrees that if his/her actions or failure to act result in any claim, suit, loss, damage, injury, death, or liability, the Buyer will defend, indemnify and hold Breeder harmless and will pay all the Breeder's cost and expenses including reasonable attorney's fees, any amount paid in settlement and any award or judgement.
8. **Release of Claims:** The Buyer releases the Breeder from any and all liabilities or damages caused by this dog after release to the Buyer. These damages include, but are not limited to, destruction of property and/or physical damage to any person or other animal.
9. **Limitation of Actions:** Any action or claim brought by the Buyer against the Breeder for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
10. **Jurisdiction:** The Buyer agrees that he/she understands this contract fully and that this contract is in the jurisdiction of the State of Washington, in the County of Okanogan in which the Breeder resides or does business.

## Health Instruction

Breeder advises Buyer to use the products provided in the puppy package to help transition their new companion. Buyer acknowledges a healthy diet is key to proper growth, digestion and long life, and attributes to the comfort of your pet. If buyer chooses to use a different brand of puppy food, breeder advises to mix what has been provided in the puppy package with your preferred brand to help with transition. Breeder advises that you keep your puppy on the same food provided while he/she adjusts to his/her new home and environment of at least 3 weeks. Food used: \_\_\_\_Kirkland Nature's Domain Puppy Formula\_\_

## Mediation and Arbitration

Mediation and arbitration lower any potential legal costs for both the Buyer and the Breeder. If a dispute arises under this contract, the Buyer and the Breeder agree to first try to resolve it with the help of a mutually agreed upon mediator in the jurisdiction of this contract. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both the Buyer and the Breeder. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Buyer and the Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence or business location of the Breeder, under the rules of the American Arbitration Association. Judgement upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

OTHER: \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Entire Agreement

By signing below, I (the Buyer) state that I have read the document "Miniature Australian Shepherds: What You Need to Know", and I understand the challenges that may come with owning a Miniature Australian Shepherd. I state that if for any reason I am unable to properly care for or keep this dog that I will return him or her to the Breeder. If the dog is returned within the first 30 days, only half of the purchase price will be refunded after the puppy has been placed in a new home. The other half will cover the cost of re-advertisement and upkeep of the dog until it has been placed in a new home. If the dog is returned after 30 days, there will be no money refunded. This contract represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises, or representations, verbal or implied, unless specifically states in this written agreement.

The Breeder and the Buyer to each receive one copy of this agreement signed by both parties.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Breeder: \_\_\_\_\_ Date: \_\_\_\_\_

### BUYER CONTACT INFORMATION:

Full Address: \_\_\_\_\_

Phone contact / other: \_\_\_\_\_

Email/other: \_\_\_\_\_

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**The Buyer to sign below the Breeder's copy of this contract upon receipt of the dog from the Breeder.**

I acknowledge that I have received the dog referred to in this contract into my possession.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_