

# East Mountain Aussies



Tijeras, NM  
(505) 286-9969



eastmountainaussies.com

## Pet Adoption Contract Agreement & Guarantee

East Mountain Aussies, the breeder/owner of the said puppy (described below), hereafter "Breeder", do enter into an agreement for the purchase and sale of a Puppy with \_\_\_\_\_ hereafter "Buyer", for the purpose of transferring ownership of the Puppy.

The Puppy AKA \_\_\_\_\_ is a purebred toy, miniature or standard size, male/female sired by: \_\_\_\_\_ and is out of \_\_\_\_\_.

The puppy is Blue Merle \_\_\_ Black Tri \_\_\_ Black Bi \_\_\_ Red Merle \_\_\_ Red Tri \_\_\_ Red Bi \_\_\_ in color. The Puppy's date of birth is \_\_\_\_\_ (hereinafter referred to as "DOG" or "Puppy" in this agreement).

**\*\*\*\*\*Please note - very important\*\*\*\*\***

**When you purchase a DOG or Puppy from East Mountain Aussies, YOU are agreeing to this contract regardless of whether you sign it or not!!!**

### 1). Timing, Pricing, Deposits and Refunds:

It has been mutually agreed by both the Breeder and the Buyer that a Puppy will be held until 8 weeks of age unless other arrangements have been made in writing and shown below. In order to hold said Puppy a non-refundable deposit of \$200 is required to the the Puppy referenced above. This deposit signifies intent of the Buyer to follow through with the purchase of the Puppy. If Buyer changes his/her mind the deposit is forfeited and NO refund will be given.

The price of the Puppy is \$\_\_\_\_\_, and in order for Buyer to take possession of the Puppy, the outstanding balance of \$\_\_\_\_\_ must be paid in full. Both Buyer and Breeder agree that the payment of this outstanding

balance must take place before Breeder transfers ownership of the Puppy to the Buyer.

If the Buyer requests that the Breeder have the Puppy shipped or delivered to Buyer, the cost of the ship/deliver the Puppy is an additional \$ \_\_\_\_\_, this includes additional fees that are necessary to ship the Puppy (ex: Flight, Crate, PayPal fees & Vet Health Certificate Costs.)

Registration papers with American Stock Dog Registry are included as part of this agreement, and **will** be provided to the Buyer upon full payment of the Puppy.

If some tragic accident were to happen, and the Puppy should die before it leaves, East Mountain Aussies will offer a refund to the Buyer, unless Buyer wants the deposit to apply to another Puppy if one is available, or the deposit can be held for a future Puppy of the adopters choice.

## 2). Limited Breeding & Pet (Only) Rights:

From time to time East Mountain Aussies also grants breeding/show rights to Puppies it feels meet certain criteria. However, the specific Puppy contemplated in this agreement is NOT being adopted with the right to breed or show, and will carry limited registration rights and as a pet quality Puppy. Buyer also agrees that they want a pet only which in turn means they are in agreement of having the pup spayed/neutered by the age of 12 months and to provide proof of spay/neuter on canine, or at a date approved by a competent veterinarian, but in all cases no more than 14 months. If no proof is given of the spay/neuter then Buyer agrees to the penalty fee of \$2500 to be paid within 14 days of breaching this contract between Buyer and Breeder. Furthermore a DOG is bred or used as a stud under such a limited registration Buyer shall pay a penalty fee equal to double the total price of even puppy sold from an unauthorized litter. We also make no guarantee of eye color, ear set, bite, size, or working ability. While DOG contemplated by this Agreement may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

### 3). Health Guarantees:

East Mountain Aussies does guarantee that the Puppy to the best of their knowledge is free of any congenital birth defects and to be sound and in good health at the time of pick-up or delivery. Buyer is aware that a licensed veterinarian must administer the continued scheduled series of vaccinations ON TIME, in order to protect the Puppy for said diseases.

All puppies are wormed regularly and should continue to be wormed according to your veterinarian's recommendations. Health guarantee does not cover the finding of any parasite, internal or external as this is a treatable condition. There are several parasites and protozoans that prey on young puppies immature immune system and that can occur even under the best working protocols and conditions. At East Mountain Aussies we take our puppies health very serious. Their vaccinations and overall health are of the utmost importance and we have exercised diligence in the routine care of our Puppies.

Breeder makes no guarantee regarding the loss of Puppy because of accidental death, theft, sickness, etc. or any loss beyond Breeder's control except as stated above.

### 4). Examination by a competent and licensed veterinarian:

By signing this contract Buyer agrees to have the Puppy examined by a competent and licensed veterinarian of the Buyer's choice within 72 hours of receipt of the Puppy to assure them that they have purchased a healthy Puppy. This will be done at the Buyer's expense. Under no circumstances will East Mountain Aussies be responsible for any veterinarian bills acquired by the Buyer for this Puppy. Minor, breed related, treatable or correctable conditions, or any condition that may go away or is a condition that the Puppy will outgrow and is not life threatening, are not covered under this guarantee/agreement. If the Puppy is determined to be in poor health, as evidenced by a veterinarian's written statement, the Buyer can elect to keep the Puppy, assuming all costs for its care, or may return the Puppy for a full refund (less the shipping costs) upon the Breeder's receipt of the veterinarian's statement regarding the Puppy's health. This provision will expire

72 hours after Buyer takes possession of the Puppy and is null and void if Puppy is not examined in that time.

Buyer also agrees to notify breeder if any health or temperament problems develop in this Puppy during its life, whether it pertains to the guarantee or not. (ie. Cancer, heart problems, etc.)

Unless otherwise stated in this agreement or in the special terms of this agreement Breeder provides no other health guarantees for the Puppy, and shall not be responsible for health of the Puppy after the initial 72 hour period.

5). Lifelong Care of DOG:

Buyer also certifies, by signing this agreement, that Buyer understands that a Puppy is a lifetime commitment. To that end the Puppy will live with the Buyer, will have adequate exercise but not be over exercised, be given nutritious food and necessary health care by a licensed veterinarian, including all Puppy vaccinations, yearly vaccinations including rabies.

Buyer also certifies, by signing this agreement that he/she is not acting as a agent in this purchase; that the Buyer will not resell this Puppy to a pet store, guard dog business or medical research facility.

6). Inability to keep DOG:

If at any time the Buyer is unable to keep said DOG please contact the Breeder. Breeder will be happy to help you place the DOG in a loving and kind home. However, NO refund of any money or replacement Puppy will be offered under these circumstances. At no time should you take your Puppy to a shelter/pound.

7). Registration and Naming of DOG:

The Buyer agrees that they are obligated and required to use East Mountain as a prefix to the Puppy's Registered Name (East Mountain Puppy Name; ie: East Mountain Scooter) and in some cases a second kennel name may be included.

**8). Limitations, and Enforcement of this Agreement:**

Although there are not plans at present to stop breeding Australian Shepherds, the above guarantees are valid only as long as Breeder is breeding said dogs. Should Breeder cease breeding said dogs, for any reason, this Adoption Contract will become null and void. In the event of a dispute, the Laws of the State of New Mexico shall control this agreement, and Bernalillo County, New Mexico will have exclusive venue over any matter.

In the event Buyer fails to abide by the terms of this agreement and enforcement becomes necessary it is agreed that Buyer will, in addition to amounts determined to be due hereunder thereon at the highest legal rate, be liable to Breeder for attorney's fees, costs of court and all expenses attendant to enforcement of this agreement.

**9). Entire Agreement:**

This agreement constitutes the entire agreement reached between the parties; no agreement, promise or inducement has been made or entered into that is not set forth herein in writing. This agreement cannot be changed, altered or modified except by writing signed by all parties to this agreement.

Special Agreements/Arrangements:

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## Adoption Contract Agreement & Guarantee

By signing this agreement, Buyer agrees he/she has read and understands its contents.

BREEDER	BUYER
_____ Date: _____	_____ Date: _____
Print name: _____	Print name: _____
Address: East Mountain Aussies	Address: _____
3 Open Meadow Court	_____
Tijeras, NM. 87059	_____
(505) 286-9969	Phone: _____
<a href="mailto:cismith54@icloud.com">cismith54@icloud.com</a>	Email: _____
<a href="http://www.eastmountainaussies.com">http://www.eastmountainaussies.com</a>	

**Puppy:** \_\_\_\_\_

**D.O.B.** \_\_\_\_\_

**Parents:** \_\_\_\_\_