

WITHIN THE NILE AUSTRALIAN SHEPHERDS

Puppy Guarantee and Purchase Agreement

This contract is made on _____ to purchase an Australian Shepherd from
SELLER: Cameron Taylor and Dallas Garza at WTNile Aussies – Calhan, CO 80808

Email: [withintheaussies@gmail.com](mailto:withintheneileaussies@gmail.com)

And **BUYER:**

Name: _____

Address: _____

City: _____

State: _____ / Zip: _____

Home Phone/Cell: _____

Email Address: _____

The Australian Shepherd Puppy Being Purchased:

Coat Color: _____

Left Eye Color: _____ / Right Eye Color: _____

Sex: _____ / Tail: _____

DOB: _____

Litter Theme: _____ / Litter Name: _____

Puppy Holding Fee: **\$500.00**

Pet Price: _____ / Breeding Price: N/A

Health Info / Breeding Rights:

You will receive shots and vet information when puppy goes home.

All puppies have at least 1 shot by the time they leave here at 8 to 10 weeks.

All puppies have been wormed at least 3 times before leaving.

This puppy is being sold as a **companion pet only**. Although the puppy may be capable of performing other functions, no warranty is given for its fitness for a particular use. Seller cannot guarantee the adult size of your Aussie, coat color or eye color. We cannot guarantee puppy for correctness or quality for use as a show dog, breeder etc.

This puppy is registered with _____ on **limited** registration. Limited registration means your puppy is **PET ONLY** and shall be spayed or neutered between 10 months and 16 months unless proof of growth plates not closed yet are sent to WTNile. In the event they are not spayed or neutered or dog is bred at any time, Buyer will pay Seller an additional **\$1,500.00 for full registration/breeding rights** within 1 month of breeding or if not spayed/neutered in the time frame listed above. For each puppy born it is a **\$200.00 fee** on top of the **\$1,500.00 for full registration/breeding rights**.

Buyer agrees to maintain the puppy at all times in good health, grooming, check-ups and all recommended immunizations. There is the option of Titer testing your dog as they can be over vaccinated. Buyer shall assume full responsibility for health, temperament, and appear of puppy upon sale. The Seller will provide up to date health record information to Buyer at time of transfer of puppy. The Seller will register puppy before going home. Buyer has the choice of choosing the registration name but if not chosen before puppy goes home, Seller will choose the name based on the litter theme and litter name puppy was given.

48 Hour Health Guarantee: The Buyer is responsible for having their Aussie Puppy examined by a licensed Veterinarian within 48 hours from the time of pick up. If no vet check in 48 hours, this guarantee is null and void.

****Please Call your vet ahead of pick up and make an appointment! It is better to make an appointment for on the way home from picking up puppy.**

****If the puppy is found to have an untreatable genetic disease/life-threatening defect during that time, Buyer must show verifiable written records from licensed Veterinarian as to the problem found with puppy and Seller will be able to talk to vet about said problem.**

****A second opinion may be required.**

Buyer will have the option to return the puppy at Buyer's expense within 3 business days of vet's findings for a replacement.

****To replace or keep will be the choice of the Buyer.**

- Buyer returns said puppy, all transportation costs to return are responsibility of buyer. This guarantee does not cover veterinary bills or transportation costs incurred for this puppy. Once puppy is purchased these fees are the responsibility of the Buyer.
- Seller will replace puppy as soon as comparable puppy becomes available. (**Same** color, gender, size, equal value). Buyer must return any and all registration papers, medical records, etc. received with puppy at time of return.
- If Buyer decides to keep puppy, they will assume all expenses involved with puppy's care and this contract will become null and void. No replacement or refund given.

Initial Here: _____

The health guarantee **does not cover:** Hypoglycemia, Coccidiosis, Giardia, Viruses, Respiratory Infections, Parvo, Worms, Fleas or Ticks, or other common puppy illnesses. Although the puppy is vaccinated with first shot against, Parvo, Distemper, Adenovirus, Parainfluenza – No

guarantee is given against these diseases and others listed above due to their unpredictable nature. Puppies are **not fully vaccinated** until **all puppy shots are given**. If one of these problems occur, please contact Seller.

2 Year Health Guarantee Extension: Puppy is guaranteed until his/her 2nd year birth date against Genetic Defect (Hips and Eyes). If puppy dies before 2nd year birthday, all of the appropriate lab work, x-rays and necropsy will have to be sent to Seller for our vets to look over. If no necropsy is performed then this guarantee is no longer valid. Buyer is responsible for all veterinary costs and transportation costs to replace puppy. We do not cover any slight genetic problems, and/or problems that are not considered to be life-threatening. Once confirmed by our vets, Seller will replace puppy with next available puppy of same value (No money will be refunded), all other costs to replace puppy are the responsibility of the Buyer. Buyer may keep original puppy with no further guarantee.

Please be aware of the drugs associated with MDR1 and how they can affect your Aussie. An MDR1 list is supplied with your puppy pack. MDR1 issues are not included in health guarantee as they are avoidable and common with herding breeds. **We treat all our Aussies as affected regardless of their testing.**

***To ease the puppy into a new home, we recommend you stay on the food they are leaving with for a minimum of three months. Moving is a big change for puppies so remaining on the food they were on here helps with one less change their bodies will deal with. Your puppy is leaving on **Nutro Ultra Puppy**. Other foods WTNile recommends: Redpaw X-Series, Fromm Grain Inclusive, Pure Vita Grain Inclusive, and Farmina Grain Inclusive.*

The Seller does not assume any liability for any injury to said puppy after delivery to buyer, or after released to shipping company. Breeder recommends buyer purchase Travel Insurance to cover replacement cost due to loss or injury during shipping.

If Buyer can no longer keep or take proper care of puppy, Buyer is **required** to contact Seller about returning puppy/helping find a replacement home. We do not return purchase price of said puppy. If we can rehome, all costs to resell puppy will be deducted from money made from re-selling, remainder will be given back to original buyer. Seller may keep or re-home puppy so we ask for any vet information and registration papers.

****We do not** want our puppies ever placed in a rescue! If found to be dropped off at a shelter/rescue and buyer did not offer puppy/dog back to seller there will be a **\$4,000.00 fine**. That fine will pay to get puppy/dog back to breeder and any medical or training costs to get puppy/dog back into good physical and mental health. Please, contact us **FIRST**. Our babies will always have a home with us!

Initial Here: _____

Buyer agrees that this contract is non-transferable, and agrees that all parts of this Contract will be deemed as a legally binding Contract, and is under jurisdiction of the State of Colorado, in the County of El Paso. Buyer agrees that in the event of any legal action, the Buyer must turn over the puppy to Seller until all court proceedings are finalized. It is further agreed that the place of venue shall be El Paso County, Colorado.

SELLER'S SIGNATURE:

DATE: _____

BUYER'S SIGNATURE:

DATE: _____