Enchanted Toy Aussies

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Agreement of Sale and Limited 12 month Health Guarantee

Sold to:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: M\_\_\_ F\_\_\_

Description:\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration Documents included in sale? Y/N

Registration or Litter#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration: Limited/Full Y/N Spay/Neuter Contract: Y/N

Sire:\_\_\_\_\_\_

Whelped:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Price: $\_\_\_\_ Less Deposit: $\_\_\_\_\_\_ Amount Due: $\_\_\_\_\_\_

Method of Payment

Cash:\_\_\_\_\_\_ Check #:\_\_\_\_\_\_ Photo Copy ID? Y/N

Pay Pal\_\_\_\_\_

This agreement is made on this\_\_\_ day of \_March\_\_\_\_\_\_\_\_\_\_, \_\_\_, between Enchanted Toy Aussies (hereafter, “seller”), and \_\_\_\_\_\_\_(hereafter, “buyer”), for the purpose of setting forth the terms and conditions of the purchase of the purebred puppy identified above. To all of Enchanted Toy Aussie customers, if this agreement is not signed for any reason, it shall still hold true to all Enchanted Toy Aussie’s puppies to protect both Buyer, and Seller unless other arrangements have been made in advance, in writing, and signed by both the buyer and seller. Seller reserves the right NOT to sell a puppy or dog to anyone, at their discretion. \* \_\_\_\_\_\_

To the best of the seller’s knowledge, this puppy is believed to be free from any communicable or zoonotic diseases at this time. If the puppy should become ill and die within 48 hours, the buyer will be entitled to another puppy when one becomes available, with a written statement from a vet outlining the cause of death, except negligent care. Seller is not responsible for a sold dog if it has suffered neglect, mistreatment, or exhibits temperament faults that are the result of lack of training or abuse while in the possession of the buyer. Lack of training and/or socialization on the part of the buyer does not constitute poor breeding on the part of the seller. Seller does reserve the right not to replace the puppy if it was mistreated, this also includes improper diet. \*\_\_\_\_\_

Buyer agrees to have the puppy/dog examined by a licensed vet within 3 business days of receipt of the puppy for this guarantee to be valid and proof of such exam will be provided by the buyer to the seller within 7 days of vet visit. If proof of vet exam is not provided to the seller by the buyer, this guarantee will become null and void. Proof of exam may be emailed or faxed to seller. \*\_\_\_\_

All puppies have been treated for internal parasites, but effectiveness cannot be guaranteed. Puppies may be stressed by change in environment. Minor problems such as Diarrhea, Coccidiosis, Giardia, Wormy Stool, kennel cough, etc, are common and must be treated, this also includes Parvo and Corona Virus. Parvo and Corona Viruses are highly contagious and can be contracted immediately after leaving seller’s possession. All puppies have been vaccinated with Vangard at 5 & 8 weeks of age. Any minor health problems that can be cured with medication or surgery are not covered with this guarantee and become the responsibility of the buyer. \*\_\_\_\_\_ This guarantee does not cover uneven bites, undescended testicles, umbilical hernias, cherry eye, elongated palate, stenotic nares, or ear mites. There are certain disorders that may be caused by environmental factors such as but not limited to: allergies, thyroid dysfunction, demodectic mange, cancer, tumors, growths, scabies, mite related illness and other autoimmune disorders that are not covered by this guarantee. We do not guarantee hearing. This puppy/dog is sold as a pet. The intent of this contract is to provide the buyer with a quality pet. No warranties or guarantees other than those stated in the agreement have been given or implied. \*\_\_\_\_\_ This dog is being sold with ASDR registration. It shall be understood at the time of sale, this puppy/dog is not represented to be for show or breeding but only that it is purebred and is a good representative of its breed and is suited as a pet. Seller does not guarantee the reproductive qualities of this puppy/dog or for any puppies that this dog may produce. No guarantee can be made on the adult size, height, weight or color. \*\_\_\_\_ The buyer and seller agree to a (1) one year (expires on puppies first birthday) warranty against *life-threatening genetic defects.* This includes severe hip dysplasia, which hampers a dog’s movement and natural gait and requires surgery to correct, kidney, heart, pancreas, spine and liver problems of a severe and life threatening or altering nature. If the dog dies within this one year time frame, the buyer must pay to have the dog autopsied to ascertain reason of death. If the reason is congenital, the seller will replace the puppy/dog. If a *life threatening genetic defect* is found within the time limit, the seller must be notified within 48 hours with a statement from a licensed vet and puppy/dog must be returned to the seller. Seller reserves the right to have the puppy/dog seen by seller’s vet for a second opinion. If puppy/dog is found to have a *life-threatening genetic defect*, the puppy/dog will be replaced by a puppy of equal value in which the buyer and seller both agree upon when one becomes available. There are no cash refunds under any circumstances.­­­­\*\_\_\_\_\_

Buyer understands that veterinary expenses are expected when purchasing an animal and all expenses become the buyer’s responsibility. Under no circumstances will seller be responsible for vet and medical bills incurred by the buyer. Initial vaccinations have been given as indicated on the puppy’s shot record and any subsequent vaccines are the duty of the buyer and should occur on schedule, or the warranty and health guarantee become null and void. There are no cash refunds under any circumstances. This contract is non-transferable and is only valid for the original buyer and puppy. There will be no return for circumstances other that what is previously stated in this document. The buyer agrees to maintain the puppy’s health in good condition and to provide (as needed) examinations, vaccinations, de-worming, heartworm test and prevention, and any other procedures necessary to assure good health. If for some reason the buyer cannot provide a permanent home for this dog, the
Seller will accept the dog back with no money refunded. By my signature, I affirm that I have read and understand the terms and conditions of this contract, pages 1-4.

Addendum: If for any reason this puppy is in need of being rehomed the buyer will notify seller and allow first option for return to Enchanted Toy Aussies

Buyers Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Sellers Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_