



Sayre Australian Shepherds  
503-961-5448 ~ SayreDogs@gmail.com  
3701 NE 261<sup>st</sup> Ave Camas, WA. 98607  
www.SayreAustralianShepherds.com

## Australian Shepherd Purchase Agreement

This agreement made on this day \_\_\_\_\_ between the seller and buyer listed below for the purchase of an Australian Shepherd puppy/ dog.

### Seller/Breeder

Full Name: Kimberly Sayre

Address: 3701 NE 261<sup>st</sup> Ave Camas, WA. 98607

Cell Phone: (503) 961-5448

E-Mail: Sayredogs@gmail.com

Website: www.SayreAustralianShepherds.com

Facebook: www.facebook.com/SayreAustralianShepherds

Instagram: @Fluffy Wigglebutts

### Buyer(s)

Full Name(s): \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

Driver's License State(s): \_\_\_\_\_

Driver's License #(s): \_\_\_\_\_

### Puppy/ dog Information

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

Dam: \_\_\_\_\_

DOB: \_\_\_\_\_

Puppy Identifier/Name: \_\_\_\_\_

Breed: Australian Shepherd

Sex: \_\_\_\_\_

Color: \_\_\_\_\_

Microchip #: \_\_\_\_\_

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

Pet Only (No Breeding Rights)

or  Full Breeding Rights



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Puppy/ dog listed above will be sold for the purchase price of \_\_\_\_\_, of which Five Hundred Dollars is a non-refundable deposit, the breeder transfers all rights, privileges and responsibilities associated with the ownership of the puppy/ dog listed above to Purchaser as of the date specified above. This contract represents the entire agreement between Breeder and Purchaser in an outright sale. Personal checks will be accepted for deposit, check must clear to be a valid hold on the puppy. **The remaining balance due must be paid for in CASH ONLY at the time of pick up if picking up the puppy in person.** Puppies/ dogs being shipped must be paid for in full plus shipping by cashier's check or Venmo payment before shipping date. Puppies/ dogs will not leave the premises without the purchase price of the puppy paid in full.

### Buyer's Responsibilities

- A Five Hundred Dollar non-refundable deposit will be made to seller to hold a puppy/ dog. Puppies/ dogs will not be held without a deposit. Once the deposit is received the buyer will send a receipt stating the payment, sex/color preferred by the buyer and pick order number. The deposit will not be refunded for any reason unless the seller cannot deliver a puppy. Buyer acknowledges and agrees that Buyer will forfeit the Holding Fee and any rights to the puppy if: Buyer fails to complete the purchase of the dog for any reason, or Buyer fails to pay the balance of the Purchase Price within 3 days of agreed go home date. In either case, if the Buyer cannot complete the transaction by the time the puppy is ready to leave, Buyer defaults and understands the reserved puppy will be offered to the next available person on our waiting list with no refunds given.
- The Purchaser agrees that they are responsible for all shipping and transportation costs, if applicable, to be paid to the Breeder prior to the shipping of the dog.
- Buyer understands that breeder reserves first pick if she chooses to keep a puppy at any time. Buyer also understands that working, breeding and service dog homes will have priority pick over the litter followed by pick order of pet homes.
- The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, adequate exercise, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition, which consists of a good quality professional food given at regular intervals, and fresh water available at all times. The Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision
- Buyer is aware that owning a puppy/ dog means trips to the veterinarian and understands that he/she will be responsible for all payments. Under no circumstances will the Seller be responsible for any veterinary costs.
- **If Buyer is unable to keep said Puppy for any reason they will contact the Breeder immediately and RETURN the puppy to Breeder. No refund will be given for a returned puppy but the puppy will be safe and taken care of. Under no circumstances will Buyer ever place this puppy in an animal shelter, pound or pet store of any type. If it has been found that the contract has been breached in any way or puppy has been placed in another home without the agreement of Seller, placed in a shelter, pound or pet store, the contract then becomes Null and Void. Breeding dogs sold with full rights may be sold to another breeder or retirement home as long as Kimberly Sayre is offered a chance to buy the dog back first before the dog is posted for sale.**

Initial \_\_\_\_\_



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- Buyer agrees to notify breeder of any change in address or contact information via e-mail or phone. All contact information for Kimberly Sayre will be kept current on the Sayre Australian Shepherd facebook page and website.
- AKC registration papers will be given to the buyer to fill out when the puppy is picked up. It is the buyer's responsibility to pay the registration fee by card or check directly to AKC at the time of pick up. The beginning of the registered name will start with "Sayre's" and can be followed by anything the buyer chooses. Breeder will mail in the papers if a name is not chosen at pick up to ensure registration.
- Buyer understands that the puppy will be sold with a microchip. The buyer will be listed as first contact and breeder will be listed as secondary contact. You will receive an email from AKC reunite to set up an account to manage your pup's microchip information.
- Buyer who purchases their puppy as "Pet Only" are sold with limited registration papers and agree to spay/ neuter their puppies as recommended by their veterinarian before the puppy reaches the age of two years old.
- Buyers have the option of purchasing breeding rights/ full registration for an additional \$1000 at the discretion of the Breeder up to 4 years after the go home date. Any buyer who chooses to purchase breeding rights after the go home date is also responsible for any registration change fees. The breeder can deny breeding rights/ full registration to any puppy for any reason.
- If a female puppy is bought with breeding rights the buyer promises to wait at least until the dog is of two years of age or on her second heat cycle to be bred.
- Buyer of any puppy that is sold with breeding rights agrees to have hips, elbows and eyes certified by OFA, CERF or PennHip before dog is bred. Genetic health panel is recommended as well, we recommend using canine health check or an Australian Shepherd panel from Paw Print Genetics.

### Health Guarantees

- Dogs/ Puppies that were not whelped at Sayre Australian Shepherds are sold without any health guarantees.
- Breeder warrants and guarantees that the dog is in good health free of defects. If during the first 48 hours, the dog is found to be unhealthy by a licensed veterinarian, BrightStar Canine, LLC will accept the animal back to be replaced with an equal value puppy or a full refund of the purchase price. The dog must be returned with the registration papers signed back to the breeder and documentation of the veterinary visit where the puppy was found unhealthy. Breeder reserves the right to confirm findings with a veterinarian of their choosing at the breeder's expense before refund is given.
- This puppy is a product of dysplasia free breeding stock. There is a great amount of environmental variables that come to play during the development of the dog's hip and elbow joints. If hip or elbow dysplasia is found in the dog before 30 months of age BrightStar Canine, LLC. will provide a replacement puppy from the next available litter when the dysplastic puppy will be returned to the breeder OR you may keep and spay/neuter the dysplastic puppy for a refund of half the purchase price. Refund will be issued once proof of spay and neuter is received by the breeder. Any dysplasia claims to the seller must be accompanied by x-rays and a written report from a licensed veterinarian. If the buyer elects to breed the dog before x-raying for hip or elbows for dysplasia, running the puppy before one year of age or if the dog has sustained a serious injury to the back or legs the hip and elbow guarantee will be null and void. Breeder will not refund any veterinary fees under any circumstances.
- Seller guarantees that the puppy will be free of any congenital defects of the heart and eyes. If a congenital



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defect is found before the dog is 2 years of age BrightStar Canine, LLC. will provide a replacement puppy from the next available litter and the defective puppy will be returned to the breeder OR you may keep and spay/neuter the defective puppy for a refund of half the purchase price. Refund will be issued once proof of spay and neuter is received by the breeder. All congenital defect claims must be accompanied by documentation by a licensed veterinarian including any and all testing. Breeder retains the right to take the dog to a veterinarian of her choosing to verify the diagnoses, this is the only visit paid for by the breeder. Breeder will not refund any veterinary fees under any circumstances.

- Buyer understands the temperament, potty training ability, size of dog, length or hair, color of eyes, re-growth of dewclaws, testicles dropping or any uncontrollable factor cannot be guaranteed because they can change as the puppy develops.
- No refund or exchange will be made for any reason if the dog has been mistreated, neglected, malnourished, injured, or physically altered by the buyer(s). If the dog is found to be in this state by the seller the dog will be required to be returned to Kimberly Sayre.

### Breach of Contract

It is stipulated that in the event that the buyer(s) fail to comply with any of terms or conditions of this sales contract, Seller will have all rights to demand the return of the dog and the dog shall be returned. In the event that the dog is permanently returned to the seller due to the buyer(s)'s lack of compliance of any terms and conditions in this contract the buyer(s) will forfeit all money paid to the seller and will sign registration papers over to the seller.

### Hold Harmless Agreement

Buyer agrees to release and hold seller harmless for any and all liabilities, damages, or injuries, caused either directly or indirectly by dog/puppy to any person or animal, whether actual or legal, or to any property whether real or personal. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economical, caused by dog/puppy to any person, whether actual or legal, or to any property whether real or personal, after acknowledging delivery and possession of the dog/puppy.

By signing below Buyer(s) and Seller listed on this document acknowledges that they have read and understood the above and agrees to abide by the terms of this agreement.

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Breeder Signature

\_\_\_\_\_  
Date