

ARGYLL GIVING TREE (AGT) KENNELS

New Castle, IN • 765-686-1801

Puppy/Dog Sales Contract & Agreement

Breeder Full Name: AGT Kennels (Agent-Misti Schielie) Address: 3535 E County Road 550 N City: New Castle, IN Zip Code: 47362 Email: schielie@att.net Mobile: 765-686-1801 Website: https://argyllgivingtreekennels.pbwebs.com/	Purchaser Full Name: _____ Address: _____ City: _____ Zip Code: _____ Country: _____ Email: _____ Mobile: _____ Website: _____
Dog's Information Breed: Australian Shepherd Color: _____ Sex: _____ Date Whelped: _____ Sire: _____ ASCA Reg. Name: _____ AKC Reg. Name: _____ Dame: _____ ASCA Reg. Name: _____ AKC Reg. Name: _____ ASCA litter #: _____ AKC litter#: _____ _____	Transaction Price: _____ <input type="checkbox"/> Cash <input type="checkbox"/> Money Order <input type="checkbox"/> Transfer Payment Received: _____

The following documents have been provided by the SELLER, to the BUYER:

- Common Drug Allergy Sheet for Australian Shepherds
- Veterinarian/Shot Records
- Copy of Genetic Testing for Sire and Dam

Buyer Initials Acknowledge Receipt of Documents _____

The puppy is sold to the purchaser on the following conditions:

- Pet, Companion and Sport Only
- Full Breeding Rights

Buyer Initials Acknowledge Condition of Purchase _____

This agreement is for _____, priced at the sum of \$_____. A deposit in the amount of \$_____ is due to hold said puppy along with this legally binding contract. The deposit is NONREFUNDABLE. Remaining balance is due at time of pick up. We accept cash, money orders, Venmo or PayPal. We do not accept checks.

Buyer Initials Acknowledge Payment Conditions _____

The puppy's ASCA and AKC registered name will begin with Argyll as we are the breeder.

BUYER AGREEMENT

1. The BUYER agrees to provide a life-long commitment, comfortable environment, prompt medical attention and responsible care according to the laws of the United States or the laws of the state the BUYER resides in. This includes keeping this puppy/dog parasite free and up to date with vaccinations, proper nutrition (which consists of good quality feed given at regular intervals), and fresh water available at all times. The BUYER promises to provide a safe environment for the puppy/dog. The SELLER strongly recommends that the puppy/dog be microchipped to facilitate his return if lost or stolen.

2. The BUYER agrees that if at any time the BUYER can no longer retain possession of this puppy/dog, the SELLER is to be notified, and given first option of resuming full ownership of puppy/dog, for the SELLER to locate this puppy/dog a new home. Refunds, if any, will be at the discretion of the SELLER. The puppy/dog will be returned with all ASCA/AKC any and all papers and medical records. Should any circumstances arise that affect the quality of life of the puppy/dog, the SELLER is to be informed, so that they may participate in determining the future of the puppy/dog. The SELLER reserves the right to approve/prohibit any transfer of this puppy/dog to a third party. Under no circumstances will this puppy/dog be sold, leased, traded, or given away to any pet shop, research laboratory, animal shelter or rescue.

3. The BUYER agrees to provide the dog with/agrees to:

- Adequate food, fresh water, shelter, affection, and medical care upon sickness, disease, or injury.
- Maintenance should include an annual health exam and routine vaccinations as recommended by a board-certified veterinarian.
- Humane care and maintenance in accordance with all current and future state, county, and municipal laws, and ordinances where the BUYER resides.
- A fully fenced yard or other humane means of exercise. The dog shall not be kept chained.
- A collar and identification tag and/or microchip.
- The dog shall reside with the BUYER.
- The BUYER shall notify the Breeder immediately if the dog cannot be kept by the BUYER.
- The dog shall not be sold, transferred, or given to any individual or to any retail or wholesale establishment for the purpose of sale or resale to the public or to any research institution where medical experimentation or other practices take place.
- The BUYER and SELLER agree to keep each other informed of their current addresses.
- The BUYER agrees that it is the BUYER'S responsibility to accept the dog as described. The SELLER has provided, and the BUYER has acknowledged, a full disclosure of the health, habits, and temperament of the dog. The dog's health records, will be supplied at time of purchase. The BUYER agrees to sign the necessary papers to return the SELLER as sole owner of the dog in the event the dog is returned.

If circumstances occur where it becomes necessary to re-home the dog, the breeder must first be notified and given an opportunity to take back the dog either by purchase (in the case of selling on) or to home it if it is in need of rescue.

Buyer's Initials Acknowledge Purchaser's Agreement _____

SELLER AGREEMENT

1. The SELLER ensures the puppies have been reared in a home environment and has received a vet check, first two sets of shots, and deworming. The puppy is believed to be in good health.
2. The SELLER has enquired of the purchaser his or her experience with dogs and with this specific breed and based on the information received is willing to place a puppy with the purchaser. The SELLER has pointed out to the BUYER the main conditions the breed is prone to, and the health schemes followed to reduce the risk of such conditions. Every puppy is an individual and the breeder cannot be held responsible should conditions, genetic or otherwise, developed later in life.
3. The SELLER assumes no responsibility with respects to this puppy after leaving the seller's premises: medical expenses, mortality, landlord's disapproval, allergy to animals, disagreement of family, or for any other reason, not excluded elsewhere in this agreement.

4. If at any point the BUYER wishes to sell or place the puppy, the SELLER has the right of first refusal at the original selling price providing the dog has not been altered.
5. If for any reason the terms of this agreement are not kept, the dog will be returned to Argyll Giving Tree Kennels Blue with no reimbursement of the purchase price to the buyer.
6. The SELLER guarantees to the BUYER the puppy will be in good physical health and free from disease, except that the SELLER does not guarantee the puppy is free from worms or fleas.
7. The SELLER assumes no responsibility with respects to this puppy after leaving the SELLER's premises: medical expenses, mortality, landlord's disapproval, allergy to animals, disagreement of family, or for any other reason, not excluded elsewhere in this agreement.
8. The SELLER guarantees this puppy/dog to be of sound health and temperament at the time of this sale. A health record of all shots and/or worming will be provided by the SELLER.
9. The SELLER assumes absolutely no responsibility for fees associated with caring or transportation of/for the puppy/dog. No other guarantees are given.

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Australian shepherds can have a sensitivity to certain medicines including IVERMECTIN, which is a common medicine that can be found in heartworm medicines and dewormers. It can cause seizures and or death. We advise everyone not to use Ivermectin and to fully research any medication given to the dog. Please also consult with your Veterinarian.

Buyer's Initials Acknowledge Medication Sensitivities Were Discussed _____

NO OTHER GUARANTEES OR WARRANTIES

The only guarantee or warranties made by the SELLER are those in section SELLER Agreement of this agreement. ALL OTHER GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS SALE AND SHALL NOT APPLY TO THE DOG.

REMEDIES: THE PARTIES AGREE THAT THE REMEDIES DESCRIBED ABOVE IN THIS SELLER Agreement ARE THE ONLY REMEDIES AVAILABLE TO THE BUYER, AND THE SELLER SHALL NOT BE LIABLE TO PAY FOR ANY OTHER DAMAGES OR AMOUNTS INCLUDING BUT NOT LIMITED TO VETERINARIAN EXPENSES PERSONAL EXPENSES OR INCONVENIENCE.

ENTIRE AGREEMENT: This Agreement represents the complete and exclusive final agreement of the parties with respect to the sale of the Puppy and supersedes any earlier or contemporaneous oral, written, or implied agreements with respect to this sale.

MODIFICATION: This agreement may not be modified except in writing and signed by all parties.

GOVERNING LAW: This agreement and the sale of the Puppy shall be governed by and interpreted in accordance with the laws of the State of Indiana.

SELLER's SIGNATURE:

DATE:

BUYER's SIGNATURE:

DATE:
