

As breeders, we strive for sound structure, sound temperament, working instinct, and ultimately, perfection in the Australian Shepherd, and we wish we could say that all our dogs are perfect. But as anyone who knows animals will agree, there is no perfect one, and while we are confident that you will be pleased with your Pincie Creek Aussie, this contract sets out in plain language what we agree to do if you are not, or if unforeseen circumstances arise which would make the dog unsuitable for your use. The last thing we want is for someone to feel burdened with one of our dogs, for whatever reason, and we will do everything within our power to see that this does not happen. We want you to feel secure in the knowledge that we will stand behind our Aussies. However, as a dog owner, you also have certain responsibilities to fulfill in order for the Guarantee to be valid. This Agreement also sets out your obligations, so please read it carefully before signing. If you have questions, ask before this document is signed.

**SALES CONTRACT, GUARANTEE, AND BUYER/SELLER AGREEMENT - FULL
REGISTRATION**

1. This Contract/Agreement is made between:

SELLERS:

Roger D. Stevens and Kathy C.
Stevens
175 Fortson Road
Dothan, Alabama 36305
Phone 334-692-3883

BUYERS:

2. The Australian Shepherd that this document pertains to is described as follows:

Date of Birth: _____ Sex: _____
Color: _____ Markings: _____
Name: _____
Sire: _____
Dam: _____
Price: _____

3. Sellers have, to the best of their knowledge and ability, represented this dog honestly in regard to its structure, temperament, working instincts, and/or competition prospects. However, both Sellers and Buyer are aware that it is sometimes difficult or impossible to tell at an early age how a puppy will turn out.

4. Sellers will furnish the following: ASCA and AKC registration papers (or application for registration), health record, five generation pedigree, and general information concerning the breed and its breed club (if desired). Buyer agrees to furnish the Sellers with a copy of permanent registration papers (if this is a puppy) and to inform the Sellers of any titles or awards this dog earns.

5. Sellers will continue to provide support and help, if needed and wanted, to the best of their expertise, regarding the care and training of the dog. Feel free to contact us any time. If we don't know the answer to your question, we'll find out.

6. Sellers have, to the best of their knowledge and ability, made sure that the personality and capabilities of this animal are suited to and compatible with the needs, personality, and life style of the Buyer. We made this decision based on our evaluation of the dog,

what you have told us you want in a dog, and how you have told us it will be used. We understand that this dog will be used as: _____.

7. This animal was in good health at the time of delivery. It has been properly socialized, treated for internal and external parasites, and given applicable vaccinations. Health is guaranteed for a period of 3 days (72 hours) from the time of delivery. We recommend that you take the dog to your veterinarian within this time period to verify that it is in good health.

8. Buyer may (at his/her expense) return the dog within fifteen (15) days of delivery for any reason whatsoever. If the dog is in good physical and mental condition, the purchase price will be refunded in full. Any veterinarian expenses necessary because of accident, neglect or mistreatment which occurred while the dog was in the Buyer's possession will be deducted from the purchase price, and the difference refunded.

9. Sellers and Buyer realize that sometimes situations change and unforeseen circumstances arise. If at any time you find that you are unable or unwilling to properly care for the animal, you agree to return it to us. We have the right to rescue this dog if we find that it is being mistreated, neglected, or abused and you do not voluntarily return it. Also, any mistreatment, neglect or abuse of the animal automatically voids all guarantees given by us.

10. Buyer agrees that if this dog is offered for sale at any time in the future, it will first be offered to us at a reasonable purchase price. We will let you know within thirty (30) days whether or not we wish to purchase the dog.

11. If this is a male and it has not been neutered, we reserve two (2) free breedings to bitches owner or leased by us. It shall be our responsibility to deliver the bitch to the dog and arrange for its return. If breeding is done via cooled semen, Breeder will reimburse Buyer for collection expenses. Breeder will furnish shipping containers, postage prepaid.

12. If this animal is to be used for breeding purposes, you agree that you will act as a responsible breeder, will carefully evaluate each breeding before it occurs, will consider the quality of the animals involved, the reason for the breeding, and will always keep in mind that each mating should take place for the betterment of the Australian Shepherd.

13. If this is a breeding quality merle Australian Shepherd, male or female, Buyer agrees that any homozygous ("merle white" or "lethal white") puppies which result from its breeding will be euthanized shortly after birth. You further agree that under no circumstances will you allow these puppies to be either sold or given away.

PLEASE NOTE THAT THE GUARANTEES CONTAINED IN ITEM #14 APPLY ONLY UNTIL THE ANIMAL IS BRED. WHEN YOU BREED IT, YOU ARE IMPLYING THAT YOU ARE SATISFIED THAT IT IS FREE FROM ALL DEFECTS, AND THE GUARANTEES ARE VOID.

14. This animal is sold as breeding quality and with full registration. It is guaranteed to be free from the following:

1. Hip Dysplasia - The dog's hips must be x-rayed and rated as dysplastic by O.F.A. before it is bred, or before the age of 30 months, whichever should come first, and provided the dysplasia is not the result of an injury or inadequate nutrition. Pre-lims are acceptable if submitted to the O.F.A. and rated. We also have the option (at our expense)

of requesting a second set of x-rays and resubmission to O.F.A. before a final determination is made.

2. **Eye Defects** - We guarantee this animal to be free from hereditary or congenital eye defects that render it unsuitable for the use for which it was purchased, and/or for breeding. We require that you furnish us with a signed statement from a veterinarian who is also a Diplomat of the American College of Veterinary Ophthalmologists, stating exactly what the defect is, whether it is hereditary, congenital, or acquired, and that the animal should not be used for breeding because of it. This guarantee is valid until the dog reaches four (4) years of age or until it is bred, whichever comes first. We also have the option (at our expense) of requesting a second examination before a final determination is made. Ocular defects caused by accidents that occur after the animal is received by Buyer are not covered under this guarantee.

3. **Other Hereditary or Congenital Defects** - This animal is guaranteed to be free from other hereditary or congenital defects that render it unsuitable for the use for which it was purchased, and/or breeding (Examples: abnormalities of the reproductive tract, hemophilia, epilepsy, heart defects, etc.). Buyer must provide the Sellers with a signed statement from a licensed veterinarian stating exactly what the defect is, whether it is hereditary, congenital or acquired, and that the dog should not be used for breeding because of it.

4. **Disqualifying Faults** - Due to the many variables involved in breed ring competition, we do not guarantee any of our dogs to be "show quality" or to finish a conformation championship. However, we do guarantee them to be sound. If this animal develops any disqualifying faults according to the A.S.C.A. breed standard, we will replace it.

5. **Temperament** - According to the A.S.C.A. breed standard, the Australian Shepherd is "...intelligent, primarily a working dog of strong herding and guardian instincts. ...He is reserved with strangers...."

We breed for the true Aussie temperament according to this breed standard. Strong herding instincts are sometimes misinterpreted as aggressiveness ("herding" groups of people together, "heading" or "heeling" to stop or start motion while going for walks, playing, etc.) While nipping of people should never be permitted, Buyer should be aware of behavior that is unique to herding breeds. Aussies normally become protective of their territory and family, particularly any children in the family. Some are more protective than others. They usually make excellent watchdogs. Buyer is aware of the guardian tendency and understands that normal precautions should be taken when introducing strangers to the Aussie's territory and family. Also, if there are children, Buyer is aware that the Aussie may exhibit its protective nature when "its" children play with other children, particularly if the play involves running and rough-housing. "Reserved with strangers", in our interpretation of the breed standard, means that the Aussie does not normally greet every strange person with a smile and wagging tail, begging to be petted. They are ordinarily solemn and would rather not be directly approached or touched until properly "introduced" to the stranger and allowed sufficient time to accept them. Usually very affectionate toward their master and family, Aussies may not desire affection from other people.

It is very important that your Australian Shepherd be properly socialized, beginning at an early age. We recommend taking the dog with you as much as possible - to friends' or relatives' homes, when you go on errands, and that you expose it to as many different people and situations as possible. This is even more important if you plan to compete with your dog in the future. Obedience and/or conformation classes (even if you do not plan to compete in the breed ring) are excellent ways to socialize your dog. If after proper

socialization the dog described in this contract exhibits a temperament problem that makes it unsuitable for the use for which it was purchased (Examples: excessive shyness or aggressiveness toward people or other dogs, untrainability), we will replace it.

Should circumstances listed in Items 1 through 5 above arise, the Sellers and Buyer shall reach an agreement as to whether the dog shall be:

- 1. Returned to the Sellers, in which case the Sellers will be responsible for transportation to them.**
- 2. Spayed or neutered and remain with the Buyer, if Buyer desires to keep it, or placed in another home (subject to approval of home by Sellers);**
- 3. Euthanized. (While euthanization is not something we like to do, if a circumstance should arise such as extreme health problems, this may be the best solution for the animal.)**

Upon proof that the defective dog has been spayed, neutered, or euthanized, (and in case of euthanization, its registration papers returned to us), or after it has been returned to the Sellers, we will replace it with one of equal or better quality as soon as one is available. Buyer will be responsible for transportation of replacement. We do require prior notice before euthanization. WE DO NOT GIVE REFUNDS.

15. Buyer agrees that no offspring from this Australian Shepherd will be sold in pet stores, or in litter lots.

16. The Sellers disclaim any and all other warranties and guarantees, whether expressed or implied, except those described above. The liability of the Sellers shall not, in any case, exceed the purchase price of this animal.

17. This Contract is void unless properly executed by all parties. Buyer must sign and return to the Sellers one (1) copy of the Contract within fifteen (15) days of receipt of the dog, or all guarantees are void. Any additions, deletions, or corrections to this Contract must be initialed by all parties in order to be valid. This Contract is a legally binding document, fully enforceable under the laws of the State of Alabama.

18. The guarantees given in this Contract will be honored only to the Buyer listed in this Contract, and are not transferable to subsequent owners.

(Dated signatures of all parties)