

1. This Contract/Agreement is made between:

SELLERS:

Roger and Kathy 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: _____
Sire: _____
Dam: _____
Price: \$ _____

3. Sellers have, to the best of their knowledge and ability, represented this dog honestly in regard to its structure, temperament, and working instincts. 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. Buyer has been furnished with a 5 generation pedigree, health record, and general breed information. Registration papers will be furnished upon receipt of proof of this dog being spayed or neutered (see Items 13 and 14 below). Buyer agrees to furnish the Sellers with a copy of 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. It is our understanding that this dog will be used as: _____.

7. This animal was in good health at the time of delivery. It has been socialized, temperament evaluated, 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.

8. Buyer may (at your expense), at any time, return the dog for any reason whatsoever, should it not be compatible with the Buyer and the Buyer's lifestyle. We will replace it with another Australian Shepherd of equal or better quality as soon as one is available. We do not give refunds.

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 the 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 price not to exceed the original purchase price.

11. This animal is sold with limited registration. It is understood that the ASCA and AKC registration applications and registration certificates for this animal will be "Limited, Not for Breeding"; and will be marked as such. No off-spring produced by this dog will be eligible for registration. This dog may compete in all events (herding, obedience, agility, flyball, etc.) and earn titles, with the exception of conformation (breed ring).

12. Buyer agrees that this dog will be spayed/neutered at approximately six months of age, if not before. Buyer will assume responsibility for all medical expenses involved in this procedure. Buyer purchases this dog with the understanding that spaying/neutering is a condition of this sale, and that Sellers are not responsible for replacement of dog should injury or death occur during the surgical procedure. Upon being furnished written proof that the animal has been spayed/neutered, or being allowed to make a personal examination of such, the Sellers will promptly forward registration applications to the Buyer.

13. If prior to being spayed/neutered the Buyer feels that the animal is of outstanding quality and wishes to acquire full registration, the Sellers will make a personal or video examination of the dog. If they agree that it is breeding quality, Sellers have the option of notifying the registries and requesting that the registration status be changed from "Limited" to "Full". If Buyer desires this to be done:

a. Buyer will pay to the Sellers an additional sum of \$_____.

b. Sellers will provide Buyers with an addendum to this Contract guaranteeing this animal against any physical defect which renders it unfit for breeding; e.g., hip dysplasia, hereditary eye problems, abnormalities of the reproductive system, etc.

c. Buyers will be responsible for any charges required by the registries in order to change the registration status.

14. This animal is guaranteed against the following defects:

1. Genetic diseases such as cardiac anomalies, bleeding disorders, etc. which would render the animal unfit for its purpose.

2. Unsound Temperament

NOTE: PLEASE READ THE FOLLOWING REGARDING 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.

After being furnished proof that such a genetic problem exists, Sellers will replace this dog with one of equal or better quality as soon as one is available. We have the option of requesting that the defective dog, along with its registration papers, be returned to us.

15. 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.

16. This Contract is void unless properly executed by all parties. Buyers 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.

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

(Dated signatures of all parties)