

Nebesniy Aljans & Full Throttle Kennels

Puppy Purchase and Ownership Contract

This Puppy Purchase and Ownership Contract ("Contract") is entered into on this _____ day of _____, 20____, between the Seller (hereinafter referred to as the "Breeder") and the Buyer (hereinafter referred to as the "Owner").

1. Puppy Information:

Breed: _____

Date of Birth: _____

Puppy's Name: _____

Puppy's Gender: _____

2. Purchase Agreement:

The Breeder agrees to sell the above-mentioned puppy to the Owner for the total purchase price of _____ euros. It is understood that the Breeder will remain the legal owner of the puppy until the complete payment is made.

3. Guarantees offered by the Breeder:

The Breeder guarantees that, at the time of sale, the puppy is in good health, has received appropriate vaccinations, and possesses the necessary documents, including vaccination records and a health certificate.

4. Pedigree:

The FCI export Pedigree, if desired by the Owner, shall be paid separately to the kennel club or included with the payment for the puppy. The cost for the Pedigree is 100 euros.

5. Transfer of Ownership:

The Owner has the right to resell the dog to another person. However, it is mandatory for the Owner to notify the Breeder of any such sale or transfer of ownership.

6. Breeding/Show Dog Guarantee:

If the Owner intends to use the puppy for breeding/show purposes, the following conditions must be met for any refund or exchange to be applicable:

- The dog must be neutered.
- The following health tests must be conducted by the specified ages:
 - Hips dysplasia tested before 3 years old: More than grade C.
 - Elbows dysplasia tested before 3 years old: More than grade 1.
 - Hereditary eye issues tested before 4 years old.

7. Refund/Exchange:

If the conditions outlined in point 6 are met, the Breeder will provide a refund of half the purchase price or offer another puppy (at the Breeder's discretion). The refund or exchange will be processed only after the required tests and diagnostics have been conducted and documented by a licensed veterinarian.

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8. Breeder's Right of First Refusal:

In the event the Owner decides to sell the dog, the Breeder shall have the right of first refusal to repurchase the dog at a price agreed upon by both parties.

9. Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the jurisdiction in which the Breeder resides.

10. Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.

11. Severability:

If any provision of this Contract is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Signatures:

By signing below, both the Breeder and the Owner acknowledge that they have read and understood the terms and conditions of this Contract and agree to be bound by its terms.

Breeder's Signature: _____

Printed Name: _____

Date: _____

Owner's Signature: _____

Printed Name: _____

Date: _____

Additional Information:

13. Breeder's Non-Guarantees:

The Breeder acknowledges and informs the Owner that there are certain aspects for which no guarantees are provided. These include:

a. Teeth:

The Breeder does not guarantee that the adult dog will have all its teeth. While efforts are made to breed healthy Australian Shepherds, the development and condition of teeth can vary and are influenced by factors beyond the Breeder's control.

b. Epilepsy:

The Breeder does not guarantee that the dog will be free of epilepsy. Although the Breeder takes precautions and strives to produce healthy dogs, the occurrence of epilepsy can be unpredictable and is difficult to diagnose accurately.

c. Health Disclaimer:

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The Breeder emphasizes that they make every effort to produce healthy Australian Shepherds. However, it is important to note that certain diseases or health conditions specific to Australian Shepherds may not be fully diagnosed or preventable. Therefore, the Breeder cannot guarantee the absence of all potential health issues.

14. Acknowledgement:

The Owner acknowledges that they have been informed of the limitations outlined in section 13 regarding teeth, epilepsy, and certain health conditions. The Owner understands that the Breeder is committed to producing healthy puppies but cannot guarantee the absence of these specific conditions.

By signing below, both the Breeder and the Owner acknowledge and agree to the information provided in sections 13 and 14.

Breeder's Signature: _____

Printed Name: _____

Date: _____

Owner's Signature: _____

Printed Name: _____

Date: _____