

**MCSTORMS CANINE COMPANIONS**

COLLEEN & MIKE STORMS

Twisp, WA 98856

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**DEPOSIT AGREEMENT & PURCHASE/SALE CONTRACT**

**CONGRATULATIONS.....**

.....on your purchase of a MCSTORMS Miniature American Shepherd dog! We have worked hard to ensure that your puppy is of excellent quality and his/her pedigree is a fine one. The following deposit agreement and sales contract is made for mutual benefit to protect the buyer as well as the seller.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**DEPOSIT AGREEMENT**

As breeder and owner of an AKC registered Miniature American (previously Miniature Australian Shepherd) litter born \_\_\_\_\_ to (Dam) MCStorms \_\_\_\_\_ by (Sire) \_\_\_\_\_, Colleen Storms dba/MCStorms, hereafter called "Seller", hereby makes a commitment to sell a (If color and/or sex preference, insert here: \_\_\_\_\_) puppy from this litter to: \_\_\_\_\_, hereinafter called "Buyer(s)".

SALES PRICE (Circle one):(PET) \$ \_\_\_\_\_ -or- (BREEDING & OR SHOW) \$ \_\_\_\_\_ Plus Washington Sales Tax (if a Washington resident).

DEPOSIT AMOUNT: \$ 300.00 BALANCE DUE: \$ \_\_\_\_\_ plus applicable sales tax, if in WA State (delivery costs, if applicable will be at 35 cents/mile roundtrip from Twisp, WA.

**DEPOSIT AGREEMENT**

I hereby acknowledge payment of (Buyer) and receipt of (Seller) the deposit amount noted above. MCStorms places pups based on temperament match to prospective family, but also tries to meet preferences stated above. Deposit will only be refunded in the event that a puppy from this litter as described above is not available or temperament is not appropriate for the family. At Buyer's request, if we find we don't have the right temperament/sex/color puppy available and Buyer does not want an alternate puppy, deposits may be applied to a future litter with MCStorms' prior approval, or will otherwise be refunded. Acknowledged by:

Signature  
Buyer, Name \_\_\_\_\_

Signature  
Sellers Representative, Colleen G. Storms, Received: \_\_\_\_\_

**PURCHASE/SALES CONTRACT**

The parties involved in this transaction, BUYER AND SELLER, agree to the following terms and conditions:

(1) This dog or puppy is healthy and free of disease and has been vaccinated as appropriate for his/her age. BUYER agrees to keep all vaccinations current (or perform titer testing as an alternative) including monthly heartworm prevention (only if veterinarians advise for region). BUYER agrees to feed quality feed (We recommend you purchase first bag from Life's Abundance through Seller's website (NW Pethealth page) as this is the food puppy has been weaned on). Puppy has been raised, fed, and handled in a purposeful way to ensure this dog is structurally, physically, and psychologically sound when released to Buyer.

(2) BUYER agrees to handle this dog in such a manner as to instill trust in people, and to provide proper care and attention to allow this dog to mature into a physically and mentally correct representative of his/her breed. Both of your dog's parents are stable, well-adjusted dogs. Should your dog start developing bad habits or act in ways unsociable, we recommend you contact your Trainer & MCSTORMS immediately so that these unwanted characteristics may be evaluated and we can help with problem-solving before they become life-long habits. Formal obedience training is **HIGHLY** recommended to properly socialize this dog and to promote a strong pet owner bond. If this is your first puppy or herding

breed dog, consider having a trainer come to your home for a session or two soon after taking puppy home. They can help you establish routines that will prevent challenges. A minimum of two 8-week formal training sessions is strongly encouraged with at least one occurring after the age of 5 months. (Online FENZI Dog Sports Academy is a fine alternative) Socialization and exposure to all sorts of environments, people and animals is important to the development of this breed. However, off leash play with larger dogs (like dog parks) and some other extreme physical challenges (flyball, jumping out of trucks, agility jumping, etc) before the age of 1 1/2 years is discouraged because they can very easily be injured in their developing months. **Dog parks are not encouraged for this breed;** on-leash socialization with guidance as in a class or with a well-known friend's dog is much better for them. Please follow your veterinarian's advice on physical activities, running and jumping as puppies.

(3) BUYER agrees not to allow this dog to roam at large nor ride unsecured in the back of a vehicle. Exceptions to the roaming free prohibition would be when dog is herding/training/exercising with owner present at all times. He/she is to be kept in a securely fenced area or under observation if you have a safe open space. To tie a dog outside as the primary means of control constitutes a situation of cruelty and will damage temperament, so is prohibited by this contract.

(4) BUYER agrees to perform basic grooming techniques on a regular basis to keep this dog well-groomed and presentable with clean ears, clean teeth, toenails trimmed and coat in good condition. It is not advised to shave or clip short this breed as they are double-coated and may not re-grow a proper coat. Call or email with any questions or consult a veterinarian or groomer familiar with double-coated dogs like Aussies or Mini Americans.

(5) MCSTORMS represents that to the best of its knowledge the puppy you have purchased is in good health and is mentally alert. It has been vaccinated appropriately for age. For your own protection we ask that you have your own veterinarian examine the dog within 7 days of purchase. Any dog found not to be in good health at that time may be returned for a full refund or other arrangements may be made as agreed to by purchaser and MCSTORMS. Prior to examination by a veterinarian, puppy should not be exposed to dogs or dog potty areas outside the family; you should discuss with your vet when such exposure can occur. If the dog is to be returned it must be done within 3 days of the exam and be accompanied by the attending veterinarian's written report. The exam costs are the responsibility of the purchaser. Please note: Due to the Mini American or Mini Aussie being bred down from the Australian Shepherd, we cannot be assured of adult size when puppies are evaluated at 8 weeks old, so MCSTORMS is unable to guarantee the adult size of the said puppy.

(6) MCSTORMS primary goal is the health and safety of dogs it produces and betterment of the Breed. BUYER agrees **NEVER** to sell this dog or its offspring or give away to: any pet shop, pet farm, raffle, giveaway, overseas buyer, or similar situations. BUYER agrees to **NEVER** breed this dog (to any breed) if dog has been sold as a pet. In the event any of these situations should happen...SELLER is entitled to claim the dog sold herein plus any offspring at no cost. If at anytime during this dog's life, BUYER cannot or does not want to keep this dog, SELLER must be notified and given first option to take the dog back. If SELLER re-homes the dog and after expenses recovers any of the purchase price, SELLER will refund one half of the amount recovered, after expenses, to BUYER. If SELLER waives this right and gives permission in writing to BUYER to re-home dog, BUYER agrees to place this dog **only** with individuals who agree to comply with the remaining terms and conditions of this contract and BUYER will charge a significant re-homing fee to discourage predatory adoption. If the dog is to be placed with a new owner other than the SELLER, then it shall be a condition of that placement that a contract similar in form to this one be agreed to and signed. (MCSTORMS can help with preparation of this contract.)

(7) If dog is being sold as a **PET**, it should be spayed/neutered by 18 months of age (unless SELLER agrees in writing to delay neutering due to special training or health reasons) and, **because of research demonstrating early neuter/spay can contribute to increased health problems, we recommend waiting until after puppy is physically mature, at least 10-12 months of age.** Registration papers will be marked LIMITED REGISTRATION; registration paperwork will be provided to BUYER within 6 months of puppy going to BUYER's home. Limited registration allows you to show your dog in most dog events except the breed ring and field trials. With Limited registration, offspring of this dog CANNOT be registered with any AKC or Miniature Australian (or American) Shepherd or Australian Shepherd registry.

(8) The prefix "**MCSTORMS**" must be used in the registered name of this dog. Therefore, prefix will be entered by MCSTORMS on the registration paper of this dog.

(9) **REPLACEMENT/REFUND CONDITIONS:** Replacement means a puppy or dog of equal or greater value when available. Refund means 1/2(half) of the purchase price paid. Refunds will take place only when surgery is needed to correct a hip or eye hereditary defect diagnosed before the age of 25 months. The refund will be given to the owner after approval of surgery by MCSTORMS and the performance of the surgery. MCSTORMS, upon receipt of the surgical bill,

will refund the money within 30 days of receiving the request and all documentation. Dogs under the age of 3 years who cannot be helped by, or do not survive the surgery, will be eligible for a replacement puppy. Dogs which have been bred, allowed to participate in any prohibited activities mentioned in paragraphs 2 or 3 above before the age of physical maturity, or are not in good mental and physical condition as determined by a veterinarian, will not be eligible for replacement or refund under any condition.

(10) SHIPPING: If Buyer elects to have puppy shipped on an airline or other contract carrier, Buyer assumes all risk of shipping including injury of or loss of dog. Further, BUYER will pay all costs, including but not limited to: health certificate, crate/ supplies, carrier fees, and roundtrip mileage to the airport/carrier, or the fee for a ground carrier to deliver to the Buyer's home if Buyer requests delivery.

(11) ORTHOPEDIC DEFECTS: MCSTORMS uses sound breeding parent dogs. While it is impossible to 100% guarantee that your dog will be free of genetic defects because genetics cannot be totally controlled by the breeder, there are certain conditions which are warranted until the dog reaches 25 months of age, provided: a) that the dog has been fed a quality food, b) the dog has not been overweight, c) the dog has not been allowed to jump down more than twice the wither height of dog (like from high tailgate), allowed to play strenuously with larger dogs, or excessively exercised (like flyball jumping activities) before the age of two. If the dog has suffered physical trauma, such as being hit by a car, etc. it is not eligible for refund or replacement. Orthopedic defects covered: HIP AND OR ELBOW DYSPLASIA: Any dog found to be dysplastic (hips or elbows) by OFA(Orthopedic Foundation of America) x-rays and which, by 25 months is not able to have normal function without surgery, will be eligible for replacement or refund per the terms and conditions of Par. 9.

(12) OTHER POSSIBLE HEREDITARY CONDITIONS: Any dog which dies before the age of seven from any hereditary condition such as epilepsy, and owners have not received refund or replacement and whose dog's condition was not caused by trauma, contagious disease, or toxins, etc. will be eligible for replacement as follows: A) Before the age of four(4)years, full replacement. B) Between the age of four(4) yrs. and seven (7) yrs, replacement at a 50% discount from the then current MCSTORMS puppy price.

(13) EYES: Any hereditary eye condition for which genetic testing or examination has been developed, which significantly interferes with vision or causes blindness before the age of four (4) years, will entitle the owner to a replacement puppy under same terms as covered in paragraph 12). Eye exams must be done by a Board Certified Veterinary Ophthalmologist and a copy of exam forwarded to MCSTORMS.

**ALL GUARANTEES ARE NOT TRANSFERABLE  
YOU MAY BE RELEASED FROM ANY OF THESE OBLIGATIONS ONLY WITH WRITTEN  
APPROVAL BY MCSTORMS.....**

**SPECIAL TERMS AND CONDITIONS:    None**

**THIS DOCUMENT (AND COOWNERSHIP ADDENDUM, IF APPLICABLE) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER. If any part of this agreement is found to be unenforceable, the balance of the agreement will still be binding. Jurisdiction over this contract lies in Okanogan County, Washington. Facsimile signatures are acceptable and binding when used to execute this contract.**

ACCEPTED BY:

\_\_\_\_\_  
Signature: BUYER(S)

\_\_\_\_\_  
Print Name(s):

\_\_\_\_\_  
ADDRESS:

\_\_\_\_\_  
CITY/STATE/ZIP CODE

\_\_\_\_\_  
PHONE/CELL: (    )

\_\_\_\_\_  
EMAIL ADDRESS:

\_\_\_\_\_  
Signature: SELLER

\_\_\_\_\_  
COLLEEN G STORMS, SELLER

\_\_\_\_\_  
585 Twisp River Rd.

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