

MCSTORMS CANINE COMPANIONS

COLLEEN & MIKE STORMS
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DEPOSIT AGREEMENT & PURCHASE/SALE CONTRACT

CONGRATULATIONS.....

.....on your purchase of a MCSTORMS Mini-Aussie! Your puppy is of excellent quality and his/her pedigree is a fine one. The following sales contract and agreement is made for mutual benefit to protect the buyer as well as the seller.

DATED THIS _____ DAY OF _____

DEPOSIT AGREEMENT

As breeders and owners of a MASCA/NAMASCUSA registered Miniature Australian Shepherd litter born Date: _____ to Ch. Hthrylz Lil Genesis of MCStorms by Ch Passions Gottabe Flying High, Michael & Colleen Storms, hereafter called "Sellers", hereby make a commitment to sell a _____(M/F) puppy from this litter to: _____, hereinafter called "Buyer(s)".

SALES PRICE: (PET) \$ _____ -or- (BREEDING & OR SHOW) \$ _____

DEPOSIT AMOUNT: \$ _____ BALANCE DUE: \$ _____

I hereby acknowledge receipt of the deposit amount noted above. Deposit will only be refunded in the event that a puppy from this litter as noted above is not available:

Sellers Representative, MCStorms

Date

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 including monthly heartworm prevention (if veterinarians advise for region) and to feed quality feed. All steps possible have been taken to ensure this dog is structurally, physically, and psychologically sound.

(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. Your dog has been sold to you with a normal aussie temperament. Both of your dog's parents are stable, well-adjusted dogs. Should your dog start developing bad habits or act in ways unsociable, you should notify 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. 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, etc) before the age of one year is discouraged because they can very easily be injured in their developing months. Please follow your veterinarian's advice on these activities.

(3) BUYER agrees not to allow this dog to roam at large. Exceptions to this 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 is prohibited by this contract. If this dog is kept tied up outside, SELLER may claim the dog at no cost. BUYER agrees to permit MCSTORMS visual access to property with 48 hour notice to confirm the method of containment if there is a question about this or to otherwise provide proof that the dog is not being tied.

(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. Call with any questions or consult your veterinarian.

(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 examined by a veterinary eye specialist prior to its release from MCSTORMS. For your own protection we ask that you have your own veterinarian examine the dog within 72 hours 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. If the dog is to be returned it must be done within 48 hours of the exam and be accompanied by the attending veterinarian's written report. The exam costs are the responsibility of the purchaser. Due to the Mini Aussie being bred down from the Australian Shepherd, MCSTORMS is unable to guarantee the size of the said puppy.

*(6) 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. In the event this should happen...SELLER is entitled to claim the dog 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 terms and conditions of this contract. 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 identical in form to this one be agreed to and signed.*

(7) If dog is being sold as PET quality, it must be spayed/neutered by fifteen months of age. LIMITED REGISTRATION will be marked on the dog's registration paper; registration paperwork will be held until proof of neutering is received. Limited registration allows you to show your dog in most dog events except the breed ring and field trials. Offspring of this dog CANNOT be registered with any 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 elbow hereditary defect diagnosed before the age of 25 months. The refund will be given to the owner after approval of surgery by MCSTORMS and performance of the surgery. MCSTORMS, with the remittal of the surgical bill, will refund the money within a period not to exceed 3 months past the date of surgery. Dogs under the age of 2years who do not survive the surgery will be eligible for a replacement puppy. Dogs which have been bred, allowed to participate in any activities mentioned in paragraphs 2 or 3 above, or are not in good mental and physical condition will not be eligible for replacement or refund under any condition.

(10) SHIPPING: If purchaser elects to have puppy shipped on an airline or other contract carrier, purchaser 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 Buyer's home if Buyer requests delivery.

(11) **ORTHOPEDIC DEFECTS:** MCSTORMS uses sound breeding stock. 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 warrantied 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 jogged, allowed to jump down more than twice the wither height of dog (like from 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. A)**HIP AND OR ELBOW DYSPLASIA:** Any dog found to be dysplastic (hips or elbows) by OFA(Orthopedic Foundation of America) xrays 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 paragraph 9.

12) **OTHER HEREDITARY CONDITIONS:** Any dog which dies before the age of seven from any hereditary condition such as epilepsy which has not received refund or replacement and whose condition was not caused by trauma, contagious disease, or toxins, etc. will be eligible for replacement as follows: A) Before the age of three(3)years, full replacement. B) Between the age of three(3) yrs. and seven (7) yrs, replacement at a 50% discount from the then current MCSTORMS puppy price.

13) **EYES:** Any hereditary eye condition which significantly interferes with vision or causes blindness before the age of six (6) years will entitle the owner to a replacement puppy. The condition known as entropion will qualify for reimbursement not to exceed \$100.00 and will be remitted to the surgeon. 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:

THIS DOCUMENT 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 Benton County, Washington.

ACCEPTED BY:

_____, BUYER

_____, MICHAEL STORMS, SELLER

BUYER/CO-OWNER

COLLEEN G STORMS, SELLER

ADDRESS

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ADDRESS

CITY/STATE/ZIP CODE

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