

Shalako Australian Shepherds
 1304 Chippendale, HoustonTX 77018
 (713) 686-0341 shelly@shalakoaussies.com
CONTRACT AND BILL OF SALE

Date of Contract _____
Deposit provided Yes No Amount given _____
Price of Dog _____
Paid in Full Yes No Amount given _____
 If no, total amount is due (date) _____

1. THE DOG

Registered Name _____
 Dogs Call Name _____
 Breed _____
 Sex Male Female Date of Birth _____
 Neutered/Spayed Yes No To be neutered per
 paragraph 8.6
 Coat Color _____
 Registries AKC ASCA Other _____
 Registration Full Limited None
 AKC registration number _____
 ASCA registration number _____
 Other Registration _____
 Registration Certificate or Individual Registration Application
 Form given to the Buyer(s) Yes No
 Reason if withheld _____
 Sire _____
 Registration #'s _____
 Dam _____
 Registration #'s _____

2. THE SELLER(S)

Name _____
 Kennel Name _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____ E-mail _____
 The Buyer warrants that the Buyer will be the
 sole owner of the dog/ _____% owner with
 (specify co-owner) _____
 Unless the Co-owner signs at the bottom of this Contract, the
 Seller is transferring only the Co-ownership to the Buyer.

3. BUYERS

Name _____
 Kennel Name _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____ E-Mail _____
 The Buyer warrants that the Buyer will be the
 sole owner of the dog/ _____% owner with
 (specify co-owner) _____
 *The Co-owner must sign this contract

4. CO-OWNERSHIP OF THE BUYER WITH THE SELLER

There will/ will not be a Co-ownership of the Dog with
 the Buyer and Seller. The terms of the Co-ownership
 agreement will be documented in Addendum A. If no Co-
 ownership Addendum is attached, there is no Co-ownership
 agreement and the Dog will be registered in the Buyers name
 only. Sellers initials: _____/_____ Buyers initials: _____/_____

5. BREEDING OF THE DOG

Seller does does not retain breeding rights.
 Breeding rights will be documented in the Addendum B. If no
 Breeding Addendum is attached, the Seller does not retain any
 breeding rights.
 Sellers initials: _____/_____ Buyers initials: _____/_____

6. COMPETITIVE EXHIBITION SHOWING OF THE DOG

The Buyer does/ does not intend to show the Dog in
 Conformation competition. The Seller does/ does not
 expect the Dog to be shown in Conformation competition.
 The Seller does/ does not expect the dog to compete
 in other events (specify) _____
 Attach Addendum C if sold as a conformation/performance
 prospect. It is understood that the Seller cannot enforce any
 showing requirements or impose limitations or extra expense
 on the Buyer. The Addendum C expresses the parties intent.
 Sellers initials: _____/_____ Buyers initials: _____/_____

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7. WARRANTIES

7.1 At the option of the Buyer/ Requirement of the Seller, the Buyer may/must take the Dog to a licensed veterinarian for a thorough exam, any necessary vaccinations and medications within ___ days from the time of purchase. Any implied health warranty is void if the Buyer does not make the vet visit within the prescribed period of time, even if the visit is optional.

Provided that the Dog is returned to the Seller within ___ days of purchase, and the Buyer furnishes a signed statement from a licensed veterinarian of a medical problem, a full refund will be given to the buyer within ___days of the return.

7.2. Seller warrants that the Dog is a purebred and that the pedigree is correct and will/ will not be provided to the Buyer at the time of sale. The Dog is registerable unless the form is withheld as indicated in section 1 above.

7.3. The Buyer understands that the Seller has limited information and control regarding the future health, temperament and habits of the Dog once it leaves the Sellers premise. The Buyer acknowledges that they have/ have not been informed of potential or existing hereditary defects based on the information available to the Seller at the time of the sale. Once the Dog is bred, the Dog will have been considered to be found in satisfactory health and all guarantees will end.

The Seller warrants the pup against the following defects:
 Hip/Elbow Dysplasia as diagnosed and certified by the Orthopedic Foundation for Animals (OFA) report by 3 years of age.

Documented inherited eye defects as diagnosed by a CERF licensed ophthalmologist up to five years of age or prior to breeding, whichever may come first.

Thyroidism or Lupus until five years of age or prior to breeding, whichever may come first

Epilepsy until the first breeding. Must be diagnosed by a certified veterinarian and documented.

7.4 If the dog is found to have any of the aforementioned genetic defects, once documentation of the defects has been provided to the Seller, the following options are available to the Buyer:

Receive a replacement pup of equal quality from a future litter in exchange for registration papers and documentation that the dog was neutered/spayed.

Refund of ½ the purchase price.

Sellers initials:_____/_____ Buyers initials:_____/_____

8. TREATMENT OF THE DOG

8.1 Regardless of any provisions in the Contract and its Addenda, this Dog is not to be kept exclusively in a run, kennel, a garage, barn or tied up outside. The Dog will not be used as an attack or guard dog for people, animals or property.

8.2 The dog is never to run off-lead except in a safely enclosed area, on private property or while competing or performing routine chores. The dog is to be transported in a carrier while in a moving vehicle and will not be allowed to ride loose in the back of a truck without restraint.

8.3 It is highly recommended that a professional trainer be consulted to assist the Buyer in proper handling and training of the Dog. The Buyer is/ is not required to complete a basic Dog Training class within ___ months of purchasing the Dog.

8.4 This Dog is to be groomed at least every six weeks. Grooming entails brushing the coat, trimming the nails, removing any dirt, mats or parasites found on the Dog. The Buyer understands that this Dog will shed frequently and will require regular bathing. Buyers initials_____/_____

8.5 This Dog has/ has not been permanently identified through:

Microchip Registry/Number_____

DNA Testing Registry/Number _____

Tattoo Registry/Number _____

8.6 At the option of the Buyer/ Requirement of the Seller, the Buyer may/must have the Dog neutered/spayed no later than ___ months of age. The Buyer will provide/ not provide the Seller proof of alteration within ___ days of the surgery.

8.7 The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease or injury, and shall take the Dog to the veterinarian at least once a year for annual health examinations.

8.8 The Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county and municipal laws and ordinances where the Buyer reside or shall reside. This mediation provision applies whether or not the arbitration provision in paragraph 10.2 is initialed.

8.9. If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller immediately. If sold or placed, the Dog must be offered first to the Seller/ An Individual agreed upon by the Seller and Buyer Australian Shepherd rescue group. When ownership is transferred, the purchase price is forfeited and the Dog's registration certificate is to be signed over to the new owner of the Dog. Any other transfer of this Dog without written permission of the Seller shall make the Buyer liable for \$_____ in damages, payable on demand to the Seller.

8.10. All charges relative to the shipping or delivery charges of this Dog to the Buyer are to be assumed by the Buyer/ Seller/ Split evenly (check one)

8.11. The Seller will deliver/ Buyer will pick up the dog

8.12. If the Dog is returned to the Seller, all shipping charges including the cost of the crate are the responsibility of the Buyer.

Sellers initials: ____/____

Buyers initials: ____/____

9. THE SELLER

The Contract has the following Addenda which are part of the Contract:

- A. Co-ownership Agreement of Buyer and Seller
- B. Breeding Agreement
- C. Exhibition Agreement
- D. _____
- E. _____

10. CONFLICT RESOLUTION

10.1 Mediation. Buyer and Seller agree to mediate any dispute or claim arising between them out of the Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

10.2 Arbitration. If initialed below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled though mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State stated in section 13. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State's civil code.

Sellers initials_____/_____

Buyers initials_____/_____

10.3 With the exception stated in paragraph 10.1, in any action, proceeding, or arbitration between Buyer and Seller arising out of the Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

11. GENERAL CONTRACT TERMS

11. All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

Shalako Australian Shepherds: Contract *continued*

- 12. Neither this Contract nor any provisions in it may be extended, amended, modified, altered or changed, except in writing signed by Buyer(s) and Seller(s).
- 13. This Contract shall be governed by and construed in accordance with the internal laws of the State of _____ and without reference to any rules of construction regarding the party responsible for drafting this Contract.
- 14. The Dog shall reside at the address stated in the Section 3 above. Any change in the Buyer's or Seller's address must be relayed to the other party within _____ days of the move.
- 15. The singular form of Buyer and Seller includes the plural.
- 16. In the event the laws of the state noted in section 13 require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.
- 17. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.
- 18. If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

SIGNATURES

Buyer _____ **Date** _____

Buyer _____ **Date** _____

Seller _____ **Date** _____

Seller _____ **Date** _____

ADDENDUM A

Co-ownership Agreement of Buyer and Seller

This Addendum is part of the Contract and Bill of Sale dated _____ Between Seller(s) _____ and Buyer(s) _____ regarding _____ (dogs name)

- A1.** The dog shall not be bred without the Seller(s) consent in each instance.
- A2.** The Seller's Name/ Buyer's name shall be first on the registration papers of this Dog. The Seller/ Buyer shall be responsible for registering this Dog, with full cooperation of the other party.
- A3.** The Seller will relinquish Co-ownership of the Dog upon the occurrence of the following events:
 - upon the Dog reaching _____ years of age
 - upon the Dog obtaining its conformation championship or Open level performance titles.
 - After the Dog's _____ litter (specify number)
 - At the Seller's discretion
 - Upon the death of the Dog
 - _____
 - _____
- A4.** When the event(s) marked in paragraph A3 occurs, the Seller will execute all paperwork necessary to register the Dog in the sole name of the Buyer in a timely fashion.
- A5.** If the Seller withholds the release of Co-ownership, the Seller is liable for Punitive damages or \$ _____ per day/ the sum of \$ _____
 Sellers initials _____ / _____
 Buyers initials _____ / _____

SIGNATURES

Buyer _____ Date _____
 Buyer _____ Date _____
 Seller _____ Date _____
 Seller _____ Date _____

ADDENDUM B

Breeding Agreement

This Addendum is part of the Contract and Bill of Sale dated _____ Between Seller(s) _____ and Buyer(s) _____ regarding _____ (dogs name)

- B1.** If the Seller or Buyer wishes to breed the Dog, they shall have the option to lease the Dog outright at the time of the breeding at no cost to either party.
- B2.** If the Buyer wishes to breed the Co-owned Dog, the breeding cannot be done without written permission of the Seller.
- B3.** If the Co-owned Dog is bred without the Seller's written consent, either by mistake or design, the Buyer shall pay upon demand, the sum of \$ _____ in damages to the Seller. It is understood that this provision is to protect the integrity of the Seller's Dog bloodlines from indiscriminate breeding practices.
- B4.** The kennel name of the Seller/ Buyer shall be used for any mutually bred litters.
- B5.** If the dog is a male, the Seller will retain the right to breed _____ bitches owned, co-owned or leased by the Seller to the male no charge to the Seller.
- B6.** All breeding expenses of Co-owned dogs will be split as described below between the Seller and the Buyer on mutual litters: _____ % Seller and _____ % Buyer.
- B7.** The proceeds from the sale of the puppies on mutual litters will be split as follows between the seller and the Buyer: _____ % Seller and _____ % Buyer.
- B8.** This Breeding Addendum will automatically terminate up the occurrence of the following event(s):
 - upon the Dog reaching _____ years of age
 - after the Dog's _____ litter
 - At the Seller's discretion
 - At the termination of any Co-ownership agreement.
 - Upon the neutering/spaying of the Dog.

SIGNATURES

Buyer _____ Date _____
 Buyer _____ Date _____
 Seller _____ Date _____
 Seller _____ Date _____

ADDENDUM C

Exhibition Agreement of Buyer and Seller

This Addendum is part of the Contract and Bill of Sale dated _____ Between Seller(s) _____ and Buyer(s) _____ regarding _____ (dogs name)

- C1.** All showing will be done under the rules of the AKC, ASCA, Canadian KC, UKC, FCI, AHBA, NADAC, USDAA, CPE
- C2.** Conformation and Performance prospects are Dogs which require special responsibilities and training. These are set out in the main portion of this Contract. Dogs to be used for competitive exhibition are required to be registered with the associated organizations for which they will compete in.
- C3.** This Dog is in no way guaranteed to win in any competitive exhibition or event. However, with proper care and training on the part of the Buyer, in due time, the Dog should be of acceptable temperament and structure and should embody the basic standards of the breed.
- C4.** Buyer acknowledges that she/he has the knowledge and understanding of the financial, training, travel requirements and special care necessary for a dog to be shown in competitive events or intends to fully educate themselves of these requirements by visiting the events, joining breed related organizations and attending training classes.
- C5.** Seller warrants that if the Dog is sold as a Conformation prospect, it is free from any disqualifying/severe faults as stated in the AKC and ASCA breed standard at the time of the sale.
- C6.** If the Dog is represented as a Conformation prospect develops any disqualifying or severe faults as listed the Buyer has two options:
 - Receiving 1/2 the purchase price after proof of neuter/spay has been provided. Refund value will be set at \$_____
 - Receive a replacement dog of equal quality from a future litter.

C7. If the Buyer and Seller disagree as to the merits of the Dog, it is agree both parties will abide by the opinion of three mutually acceptable, qualified third party evaluations of the dog. Acceptable qualified individuals include:

- Licensed ASCA or AKC Breeder judge
- Recognized breeder (15 or more years in the breed)

C8. The Exhibition Agreement will automatically terminate upon the occurrence of any one of the following events (check at least one)

- upon the dog obtaining and AKC or ASCA title
- After being bred
- Upon the evaluation of 3 licensed AKC or ASCA Breeder judges that the dog is not show quality.
- Sellers discretion

SIGNATURES

Buyer _____ **Date** _____

Buyer _____ **Date** _____

Seller _____ **Date** _____

Seller _____ **Date** _____

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