

RedEarth Australian Shepherds

CONTRACT AND BILL OF SALE

Date of Contract _____

Deposit provided

- Yes Amount given _____
 No

Paid in Full

- Yes Amount given _____
 No

If no, total amount is due (date) _____

1. THE DOG

The Dog

- Must
 May

carry the kennel name **RedEarth**. If kennel name **RedEarth** is a must, Kennel name must be the prefix of the Dog's registered name.

Registered Name _____

Dogs Call Name _____

Breed _____

Sex

- Male
 Female

Date of Birth _____

Neutered/Spayed

- Yes
 No
 To be neutered per paragraph 8.

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 withheld) _____

Sire _____

Registration #'s _____

Dam _____

Registration #'s _____

2. THE SELLER

Name _____

Kennel Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-mail _____

The Seller 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 the 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

The Dog shall reside at the address stated above. Any change in the Buyer's or Seller's address must be relayed to the other party within _____ days of the move.

4. CO-OWNERSHIP OF THE BUYER WITH THE SELLER

- There will
 There 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
 Seller 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
 The Buyer does not

intend to show the Dog in Conformation competition.

- The Seller does
 The Seller does not

expect the Dog to be shown in Conformation competition.

- The Seller does
 The Seller 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: _____ / _____

RedEarth Australian Shepherds: Contract *continued*

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 purebred and that the pedigree is correct and ____ will/ ____ will not be provided to the Buyer at the time of sale. The Dog is registrable 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, (either intentionally or accidentally) 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 30 months of age.

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

* Epilepsy until the first breeding or until four years of age, which ever comes first.

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 1/2 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, animal or property.

8.2 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 resides or shall reside. The Dog is to receive necessary and routine veterinary care.

8.3 The Buyer agrees to maintain internal and external parasite control. Buyer has been informed and understands that only non-ivermectin drugs should be used on MDR1+ or untested dogs.

Buyers Initials ____ / ____

If the Dog has not been tested or is tested positive for MDR1, addendum D will be attached.

8.4 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.

8.5 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.

8.6 This dog ____ has/ ____ has not been permanently identified through:

____ Microchip Registry/Number _____

____ DNA Testing Registry/Number _____

____ Tattoo Registry/Number _____

8.7 If the Dog can not be kept by the Buyer or the Buyer can not provide an appropriate home in accordance with this agreement, the Buyer shall be notify the Seller immediately.

This Dog is to be returned to Seller in the event that the Buyer can no longer keep the dog or no longer meet the obligations of the Contract. Any refunds are at the discretion of the seller and are not guaranteed. The Buyer may not place this Dog in an animal shelter, pound, animal control facility, animal research facility or any animal rescue organization. The Buyer may not offer this Dog free to good home.

The Dog may be placed/sold to an individual mutually agreed upon by the seller and buyer.

Any other transfer of this Dog without the written permission of the Seller shall make the Buyer liable for \$ _____ in damages, payable on demand to the Seller.

RedEarth Australian Shepherds: Contract *continued*

8.8 When ownership of the Dog 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.

8.9 All charges relative to the shipping or delivery charges of the Dog to the Buyer are to be assumed by the

- _____ Buyer
- _____ Seller
- _____ Split evenly (Check one)

8.10 The _____ Seller will deliver/ _____ Buyer will pick up the dog.

8.11 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
- D. MDR1
- 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 disputer or claim in law or equity arising between them out of this Contract, which is not settled through 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 11.3. Judgement upon the award of the arbitrator may be entered in any courts 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, cost and penalties from the non-prevailing party.

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 _____ (Dog's Name)

- A.1 The Dog shall not be bred without the Seller(s) consent in each instance.
- A.1 The _____ Seller's name/ _____ The Buyer's name shall be first on the registration papers of this Dog. The _____ Seller _____ Buyer shall be responsible of registering this Dog, with full cooperation of the other party.
- A.1 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 a conformation Championship in ASCA or AKC or Open level performance titles.
 - After the Dog's _____ litter (specify number)
 - At the Seller's discretion
 - Upon the death of the Dog
 - Had had OFA, CERF, DNA testing done after 24 months and has obtained passing ratings.
- A.4 When the event(s) marked in paragraph A.3 occur's, the Seller will execute all paperwork necessary to register the Dog in the sole name of the Buyer in a timely fashion.
- A.4 If the Seller withholds the release of Co-ownership, the Seller is liable for Punitive damages in the sum of \$ _____.

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 _____ (Dog's Name)

B.1 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.

B.1 The Buyer must notify the Seller of all breedings of this Dog for Seller's records.

B.1 The Dog is not to be bred before the age of two and has passing OFA ratings and CERF Clear at a minimum. The Seller does not advocate breeding before the age of three.

B.1 This Dog is not to be used in breeding programs that register offspring as anything other than Australian Shepherd. Offspring of this dog are not to be sold or placed to be used in breeding programs that register offspring as anything other than Australian Shepherd.

B.1 Offspring of this Dog are not to be placed in pounds, research facilities, animal control facilities, humane societies, or rescue groups.

B.1 All mates must have at a minimum, OFA passing rates, and CERF Clear.

B.1 If the Buyer wishes to breed the Co-owned Dog, the breeding cannot be done without written permission of the Seller.

B.1 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.

B.9 The Kennel name of the _____ Seller/ _____ Buyer shall be used for any mutually bred litters.

B.9 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 at no charge to the Seller.

B.9 If the Dog is a female, Seller maintains the right to one puppy back, no less than 2nd choice, from breeding of Sellers choice, at no charge. If Female is leased by Seller for a litter, then there will be no puppy back. Puppy is to carry the RedEarth prefix.

B.9 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

B.9 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

B.14 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 discretion of the Seller
- At the termination of any Co-ownership agreement.
- Upon the neutering/spaying of the Dog.
- Seller has received one puppy back or leased Dog for a breeding or has had one breeding to male 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 _____ (Dog's Name)

- C.1 All Showing will be done under the rules of the AKC, Canadian KC, UKC, FCI, AHBA, NADAC, USDAA, CPE
- C.1 Conformation and Performance prospects are Dogs which require special responsibilities and training. These are set out in the main portion of the Contract. Dogs to be used for competitive exhibition are required to be registered with the associated organizations for which they will compete in.
- C.1 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.
- C.1 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.
- C.1 Seller warrants that if the Dog is sold as a Conformation prospect, it is free from disqualifying/severe faults as stated in the AKC and ASCA breed standard at the time of sale.
- C.1 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 future litter.

C.7 If the Buyer and seller disagree as to the merits of the Dog, it is agreed 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)

C.8 The Exhibition Agreement will automatically terminate upon the occurrence of any one of the following events (check at least one)

- upon the dog obtaining an 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.
- Seller's discretion.

SIGNATURES

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

ADDENDUM D

MDR1 Agreement

This Addendum is part of the Contract and Bill of Sale

Dated _____

Between Seller(s) _____

And Buyer(s) _____

regarding _____ (Dog's Name)

From <http://www.vetmed.wsu.edu/depts-vcpl/> regarding Multidrug Sensitivity:

Some dog breeds are more sensitive to certain drugs than other breeds. Collies and related breeds, for instance, can have adverse reactions to drugs such as ivermectin and loperamide (Imodium). At Washington State University's College of Veterinary Medicine you can get your dog tested for drug sensitivity and keep up with the latest research.

Drug sensitivities result from a mutation in the multi-drug resistance gene (MDR1). This gene encodes a protein, P-glycoprotein that is responsible for pumping many drugs and other toxins out of the brain. Dogs with the mutant gene cannot pump some drugs out of the brain as a normal dog would, which may result in abnormal neurologic signs. The result may be an illness requiring an extended hospital stay - or even death.

- D.1 The Buyer agrees to educate themselves and the Buyer's veterinarian about the dangers of Multidrug sensitivity in Australian Shepherds.
- D.1 Washington State University offers a screening test for the presence of multidrug resistance gene. (MDR1)
- D.1 For any Dog that has tested positive for the MDR1 gene or that has not been tested for MDR1, the buyer agrees to prevent the Dog from being given any of the following drugs:
 - Ivermectin (antiparasitic agent)
 - Loperamide (Imodium, over the counter anti diarrheal agent)
 - Doxorubicin (anitcancer agent)
 - Vincristine (anticancer agent)
 - Cyclosporin (immunosuppressive agent)
 - Digoxin (heart drug)
 - Butorphanol (pain control)

Potential Problem Drugs

- Ondansetron
- Domperidone
- Mitoxantrone
- Etoposide
- Rifampicin
- Quinidine
- Morphine

This list may be updated from time to time. It is the buyers responsibility to keep informed.

More information and screening test can be found at: www.vetmed.wsu.edu/depts-VCPL/

D.4 Health Guarantees are void if a positive or untested Dog is given any sensitive drugs.

SIGNATURES

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____