



AGREEMENT OF SALE OF PET PUPPIES

Buyer:
Address:

Breeder/Seller: Shannon Bowman
Address:

(757) 478-6860

e-mail:

E-mail: socksebast@hotmail.com

The Border Collie puppy, to be named Eyes for Ewe _____ has been sold to the person(s) listed above as purchaser(s) on this ____ day of _____, 2007, for the sum of \$_____

BORDER COLLIE

Sex:

Color:

Markings:

Date of Birth:

Place of Birth:

AKC REG#

Theme of Litter:

Sire:

AKC REG #

Dam:

AKC REG #

GUARANTEES AND AGREEMENTS

It is agreed that the intent of the following guarantees and agreements is to protect both buyers and seller, and to ensure that any dog with disqualifying faults according to the Border Collie Standard of the American Kennel Club or with congenital health problems will not be used for breeding purposes. The full purchase price recorded on this contract is based on the following guarantees and assumptions by the seller regarding the above named dog:

1. That the dog is healthy at the time of purchase.
2. That the dog, when x-rayed will be free of congenital hip dysphasia.
3. That the dog will be free of hereditary eye defects.
4. That the above dog is not being sold as a breeding or show prospect unless a performance/show contract addendum is attached.
5. The dog is being sold on AKC limited registration and will be spayed/neutered before the age of thirteen months unless a show /performance contract addendum is attached. The seller will relinquish AKC registration papers to the Buyer as soon as all monetary agreements have been met and when the papers become available.

Health at Time of Sale

This puppy, at time of sale, is a healthy, happy puppy of sound temperament. S/he is the result of selective mating of parents with certified hip and eye and hearing clearances. All Eyes For Ewe puppies are sold with a complete health and satisfaction guarantee.

Your puppy has had a complete and thorough examination by my veterinarian at the age of 7-1/2 weeks and is guaranteed to be in a good, clean state of health on departure from my care. Your puppy was administered a CERF test by a board certified veterinary ophthalmologist on 10/26/2006, and a copy of the CERF certificate has been provided to you.

At the expense of the buyer, the dog may be examined by a certified veterinarian within a 72 hour period of possession of said dog to certify that the dog is free of hereditary defects and that the dog is in good health. If any physical defects are noted by the veterinarian, the buyer may return the dog to the seller and receive a refund of the full purchase price. Purchaser is responsible for a veterinary care after talking possession of the dog. The purchaser agrees to complete the course of vaccinations.

Dog Health and Home Care Agreement

The buyer will assume all responsibility for veterinary care in order to provide good care of the dog; providing quality nutrition, shelter and medical care, including annual veterinary check ups and vaccinations including rabies so as to ensure the physical and emotional well being of the dog. In the event a claim is made of genetic or health defect the buyer is required to turn over all veterinary records before any compensation is made resulting from such claims.

2. The buyer agrees to provide daily exercise and to neither overwork nor under work the dog, and will not allow the dog to run at large unsupervised. The buyer agrees to keep the dog at a suitable weight. The buyer further agrees that the dog has access to a fenced yard. The buyer agrees that the dog has access to water and shelter at all times.
3. The buyer agrees to ensure the puppy begins obedience training no later than 6 months from whelping date, and preferably through a recognized training school. The buyer also agrees to use only positive training methods.
4. The buyer agrees the dog shall never be used for experimental or research purposes.
5. The buyer agrees that dog shall be kept well groomed, free of mats, and flea infestations. The buyer understands that should local authorities determine that the buyer is not providing adequate care the breeder has the right to remove the dog from the owner's care and the buyer shall transfer ownership of the dog to the breeder at the time of removal. Buyer agrees to forfeit the purchase fee in this situation.
6. The buyer agrees to contact the breeder should the buyer need to part with this dog for whatever reason. The breeder reserves the right to first refusal.
7. The buyer agrees to contact the breeder at all times when the dog has been seen by a veterinarian for any condition other than routine reasons. The buyer agrees to divulge to the breeder any hereditary condition which may be detected and to provide copies of the veterinary report to the breeder.

8. The buyer agrees to contact the breeder in the event of the dog's death within 48 hours.
9. The buyer agrees to contact and consult the breeder before the decision is made to euthanize unless euthanasia is required due to a veterinary emergency. Written proof of said emergency to be provided to the breeder within 48 hours of death.
10. The buyer agrees that Eyes for Ewe is to be the prefix of the dog's name and to follow a litter theme if one is listed above. Failure to use the Eyes for Ewe prefix will result in voiding of all health guarantees.
11. Buyer acknowledges that the Seller has bred this dog in good faith and has followed known and accepted health practices.
12. Buyer attests that Buyer is not acting as an agent in the purchase of this dog and that this dog will remain solely in the Buyer's name, custody, and residence.
13. Buyer agrees to update Seller either by phone, e-mail, or mail every six months on the progress of the above-described dog.
14. Each and every violation of this contract by the Buyer shall result in damages to be paid to the Seller in the amount of \$5,000.0000 and in certain instances could result in repossession of the above described dog.

Hip Dysplasia

- A. In the event that OFA determines the above dog is dysplastic and can not issue an OFA number, the buyer shall make available to the sellers all x-rays upon which this diagnosis is based. The buyer shall pay for the cost of this procedure.
- B. Should this report indicate congenital hip dysphasia, the buyer agrees to make this report available to the breeder.
- C. It is further understood that this dog is not to be jumped over 8 inches before it's first birthday nor to be introduced to standard height agility contact obstacles, or standard positioned weave poles before this date. Any deviations from this stipulation will render the hip dysplasia portions of this contract null and void.
- D. Buyer further agrees to maintain this dog at the correct weight for a dog of this breed and age as advised by their veterinarian.
- E. If the diagnosis of a congenital malformation of the hips is substantiated, the buyer may:
 1. Return the dog to be placed in a companion home and receive a full refund from the Seller within 3 months or
 2. The buyer may elect to keep the dog and shall provide notification by a licensed veterinarian that the dog has been spayed/neutered at which time seller will refund 1/2 the total purchase price of the dog within 3 months.

Hereditary Eye Diseases

A. Buyer agrees to have the above dog retested by a certified veterinary ophthalmologist between the age of 24 and 36 months. The buyer agrees to submit the above report to the CERF foundation. The buyer agrees to pay all cost for this procedure.

B. Should this report indicate an inherited eye disease the buyer agrees to make this report available to the breeder.

C. If the diagnosis of a hereditary eye disease is substantiated, the buyer may:

1. Return the dog to be placed in a companion home and receive a full refund from the Seller within 3 months or

2. The buyer may elect to keep the dog and shall provide notification by a licensed veterinarian that the dog has been spayed/neutered at which time seller will refund 1/2 the total purchase price of the dog within 3 months.

Epilepsy

A. If the dog should display congenital epilepsy before the age of 2 years the breeder will refund 50% of the purchase price to the purchaser within in 3 months upon satisfactory proof of the defect, evidence that it appears to be genetic in origin, and a written diagnosis provided by a board certified veterinary neurologist. Should a board certified veterinary neurologist provide definitive diagnosis of congenital epilepsy the purchaser will also have the option of:

1. Return the dog to be placed in a companion home and receive a full refund from the Seller within 3 months or

2. The buyer may elect to keep the dog and shall provide notification by a licensed veterinarian that the dog has been spayed/neutered at which time seller will refund 1/2 the total purchase price of the dog within 3 months.

Conditions and Provisions

If the buyer elects a refund under the terms of this contract, he/she agrees to furnish proof that the dog has been sterilized prior to refund.

If under any circumstances, the buyer decides to sell or otherwise dispose of this dog, the buyer agrees to give the seller the right to repurchase the dog for an amount that is not more than the original purchase price of \$800. If the buyer returns this dog to the sellers, the buyer agrees to pay all costs of return. If it is found that the dog is physically/mentally damaged and a vet concludes that this damage was brought about by the Buyer's neglect, Buyer agrees to forfeit their purchase fee for rehabilitation of said dog. In the event that the Buyer returns the dog and a vet concludes that no damage was incurred by neglect or harm, an amount that is not more than the original purchase price of \$ 800 will be returned to the Buyer within 3 months of date of return.

The buyer agrees to make any claims arising out of the foregoing guarantees no later than when the dog reaches 30 months of age. After that date the sellers will no longer be responsible to the buyer in these matters. However it is understood by the buyer that first right of refusal on the purchase of this dog belongs to the seller the life time of the dog.

Limited Registration and Non-Breeding Contract

Puppies sold on an Agreement of Sale of Pet Puppies shall be spayed/neutered by the Purchasers before the dog attains thirteen months of age. Puppies leaving Shannon Bowman of Eyes for Ewe Border Collies do so on a AKC Limited Registration unless a show/performance contract addendum is attached.

In the event that a dog is used for breeding which is sold as a pet, or where written permission of Shannon Bowman of Eyes for Ewe has not been given to breed the said dog, a \$10,000.00 fee shall be levied and this fee shall be binding upon the said purchaser.

It is understood and agreed to by the parties to this agreement that this agreement and the purchase and sale of the said dog shall fall under the jurisdiction of the laws of the county and state of residence of the breeder respect to this Agreement shall be dealt with as per the laws governing this location. It is further understood that any circumstances/situations/disputes arising which are not covered within this Agreement shall be remedied at the discretion of the breeder and the breeder's decision shall be final and binding.

By signing this Agreement of Sale, the buyer acknowledges having read this Agreement in its entirety and agrees to all terms and conditions within this agreement.

Purchase Price: \$

Signature of Buyer _____ Date _____

Signature of Seller/Breeder _____ Date _____