# banner

# Sales Contract

This Contract is entered into between ***Sue Finck***  (hereinafter known as the BREEDER) and the undersigned (hereinafter known as the BUYER.)

Buyers Information:

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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PHONE NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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DESCRIPTION:

Breeder has sold to buyer the dog described below

NAME:

D.O.B:

SEX

Microchip

COLOR:

PARENTS:

Terms of the agreement:

1. **The Buyer**

**Buyer**: As payment for said dog, buyer agrees to pay the breeder the sum of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer:** Is responsible for all costs incurred once said dog leaves breeders property, including but not limited to health checks, worming, stool samples, vaccines, accidents, parvo, emergency medical care etc. The breeder does not cover any expenses once the dog leaves the property. By signing this page you agree that the breeder bears no responsibility for any cost in the dogs care once the dog leaves the breeders property even if it is suspected that the dog left the breeders home with a pre-existing condition.

**Buyer:** Agrees to provide proper nutritional requirements and to maintain a healthy lifestyle for said dog. Ensure dog lives a lifestyle suited to the breed. Required food for this dog is a RAW diet or TLC adult kibble.

**Buyer:** Agrees to provide at least one obedience course for said dog to give them every opportunity to succeed in the new home environment. We do NOT consider PET SMART adequate training. Training classes MUST be positive reinforcement only with NO shock collars and NO prong collars and no other means of correction based training. If this dog is not working out and is being returned prior to attending suitable obedience classes (plural form as more than one set may be necessary), any possible funds transfer will be automatically denied. Buyer may choose to not attend classes, but understands funds transfer is only possible if classes are attended.

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Buyers Signature Date

Buyer: Agrees that they will look into the option of PET INSURANCE to help cover any unexpected costs.

**Buyer:** Understands that said dog if being sold intact and it MUST remain intact for no less than 4 months. Once you have decided you are keeping the dog for sure, you must then make arrangements to alter the dog at your cost. Dog must be altered no later than 8 months from this contract or be returned to the breeder. If the dog is returned to the breeder altered, there is NO reimbursement available for the cost of altering, regardless of the reason the dog is being returned.

**Buyer**: Understands that as an adult dog which is being re-homed it will likely take this dog several weeks to fully adjust to their new environment. The dog may be unsure, reserved, and perhaps even skittish for the first few weeks. They will not adjust right away and time and patience should be expected. We can not say how fast each dog will settle in as each dog is different, but it certainly doesn’t happen over night.

**Buyer:** agrees that it is their responsibility to keep in contact with Stoverly about said dog for the life of the dog.

This also ensures dog is being cared for. Contact will include but not be limited to.

* one picture each year by either photograph or email
* any change of address or contact information
* any questions or concerns regarding a change in said dogs behavior or health
* Joining the facebook group and posting there is HIGHLY recommended.

**Buyer:** agrees that if for any reason they intend to dispose of or transfer ownership of said dog, they are to contact the breeder who has first rights to take back the dog at no cost. Transporting said dog back to the breeders home is the responsibility of the buyer.

REGARDING FUND TRANSFERS:

For adult dogs which are being placed in new homes our return and fund transfer policy is different than that of a puppy. Adult dogs come with baggage and we try to explain this to the best of our ability with each dog. They are not perfect and they do not adjust over-night. We fully expect that any home adopting an older dog is prepared for the time, energy and commitment it takes to give the dog every chance possible to fit in successfully.

**Fund Transfers are NOT guaranteed, Fund Transfers are never given in cash** and they are not necessarily time sensitive but will be considered on a case by case basis with the reason for the return and the time and effort put into solving the problems weighing heavily on the decision.

For any Fund Transfer to even be considered you must have done the following.

* have attended at least one obedience course, no less than 6 weeks in length, with a certified trainer, with positive reinforcement ONLY training and we will ask to speak to the trainer before considering a reimbursement. In some cases a private behavior specialist may also be needed to work through certain issues and we expect this to be a reasonable request for our new owners.
* You must have had the dog for no less than 90 days. Any less and the dog has not had time to attend classes, to bond with you and to settle into their new environment.
* You must have the dog on a Raw diet or TLC adult kibble and can provide receipts/proof.

The criteria above do not guarantee a fund transfer but without it any transfer or funds is automatically denied.

Any transfer of funds that is issued will be a maximum of the original purchase price but may be less depending on the work done with the dog, and will be a CREDIT that is put towards the future purchase of another puppy/adult/rescue from Stoverly Aussies. Credit is good for 1 calendar year from date issued and then becomes null and void.

No costs that have been put into the dog for altering, training or health issues will be reimbursed for any reason and no monies are ever refunded in cash form for any reason. Funds transferred from this dog are a CREDIT only at Stoverly Aussies for any suitable puppy, adult or rescue we may have available.

If the replacement animal costs MORE than the credit of funds transferred over, then the buyer will owe to Stoverly the difference before the dog leaves the property.

Because any funds transferred are credit only, if the credit is more than the value of the replacement dog, no further reimbursement is required.

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Buyers Signature Date

1. **Breeder**

**Breeder:** Agrees to the best of her knowledge that said dog is healthy and free from disease. This dog is of sound body and stable temperament. Has had required vaccinations by Ontario Law including rabies.

**Breeder:** Agrees that if for any reason said dog is not working out for the buyer, breeder will take dog back at any time in said dogs’ life.

**Breeder:** Agrees to keep in contact with buyer and offer any help and advice possible regarding said dog. Breeder will notify buyer if anything relating to health and temperament of parents or siblings or offspring of said dog seem to change.

**Breede**r: Agrees that all vet records and microchip information have been provided to buyer.

**Breeder:** Agrees that as soon as said dog is altered, copies of any and all health testing and registration will be sent to the buyer if available. Unless this dog is going to be competing in sports for titles, all registration papers will stay in the name of the breeder for ease of future record keeping.

**WE DO NOT OFFER MONEY BACK FOR ANY REASON**.

By signing below you the buyer agree to the guarantee the breeder has offered and the terms outlined within the guarantee.

This contract is being put in place for the welfare of not only the dog being sold but also for the reputation of the Breeder(s) involved.

Although there are no plans at present to discontinue the breeding program, the above guarantees are only valid as long the breeder is breeding said dogs. If for any reason breeder is no longer breeding said dogs, breeders’ part of the contract becomes null and void. However for the safety and well being of the dog, all agreements on behalf of the buyer will remain valid for the life span of said dog.

This agreement is mutually stipulated to have been entered into, Simcoe County, Midland, Ontario, Canada, regardless of the place where it is signed. The buyer and breeder agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall be in the county of the breeders residence and that this agreement shall be interpreted in accordance with the laws of the province of Ontario. In the event that legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorneys’ fees and costs. This contract is binding in the province of Ontario and is non-transferable unless agreed by both parties.

BUYER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BREEDER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_