

Lost Trail Aussies Puppy Adoption Contract

Arianne Graham - Lost Trail Aussies, referred to as "Seller" agrees to sell the described dog to _____, referred to "Buyer". Reservation fee of \$____.00 made on __/__/2022 via _____. Refer to Lost Trail Aussies Reservation Contract. Non-refundable reservation fee of \$_____ is required to place a dog on hold, no dog will be placed on hold without a reservation fee.

Breed: Miniature Australian Shepherd

Sex: _____ Color: _____ Name: _____ DOB: 04/21/2021, referred to as "dog".

Final Purchase Price: \$_____.00 for limited registration (pet).

Breeder: Arianne Graham, Lost Trail Aussies

Phone: (509) 951-9850

Email: mtshadow1@hotmail.com

Lost Trail Aussies guarantees the health of the dog listed above is excellent to the best of the Seller's knowledge at the time of sale. The Buyer agrees to take their new dog to a licenced veterinarian within 72 hours of bringing it home, if the D.V.M finds the animal to have a preexisting malady or be in poor health, the animal may be returned to the Seller at the expense of the Buyer for a full refund of the purchase price. 72 hours is the only timeframe in which a full refund will be made. Under no circumstances will the Seller be responsible for veterinary care expenses or any other expenses. No further health guarantee is made except as provided below. If the situation occurs, the Buyer agrees to return the dog to the Seller within one week of the veterinarian exam, and Buyer must include an illness report on the dog. This guarantee does not include the presence of worms, which may be found in any healthy dog, furthermore, it is understood that the seller does not guarantee against the following puppyhood ailments: eye or ear infections, dry skin, hypoglycemia, giardia, coccidia, ear mites, stress or diarrhea. Once the

dog leaves the Seller's possession, the Seller will not be held liable for any of the aforementioned as these conditions can occur quickly under conducive circumstances. If the Buyer refuses to return the dog within one week from the veterinarian's report, the Buyer understands they are in a breach of contract and a replacement or refund will not be given. Should the dog die due to the Buyers' refusal to medical treatment, at any time while in their care, the Buyer understands that a replacement or refund will not be given. The Buyer understands that down payments, reservation fees, deposits, payment on sales, etc is non-refundable.

Lost Trail Aussies offers a one year health guarantee. The Seller guarantees that the dog is not suffering from any genetic disease or defect which would prevent it from living an otherwise healthy and normal life. If a licensed veterinarian determines there is to be a debilitating genetic disease or defect, the Seller will replace the animal for one of equal value. If the Buyer suspects that the dog possesses any problems regarding genetic health the Seller must be immediately notified. In the event that the dog dies or must be put to sleep due to a genetic disease/defect, a necropsy must be performed and a copy provided to the Seller with full vet records for the deceased dog. Without full documentation and necropsy report including reason for death, the Seller will not be liable for replacing the dog.

This health warranty is null and void if the dog is or has been bred, intended or accidental. _____, otherwise known as the buyer, agrees to maintain the dog (described as _____) in good health and provide routine preventative health care including (but not limited to) deworming, flea/tick/heartworm preventatives, vaccinations. The Buyer agrees to feed the dog a high quality diet, and stay in good condition. The Buyer understands that said described dog was sold as a pet, meaning that it was not meant for breeding purposes, then it is required to be spayed/neutered by the time the dog reaches 18-24 months. Proof of spay/neuter must be provided to the Seller by the time the dog reaches 24 months old. If the dog is bred at any time during their life, intentional or accidental,

all warranties are void and the Buyer is required to pay the difference in pet and breeding price of \$1000, in addition to \$500 per puppy produced. If the Buyer purchases the dog with the intent to breed, and register the litter with another registry or with unregistered mix breeds, the Buyer understands they are in breach of contract and will pay the additional breeding price of \$1000 in addition to \$500 per each puppy produced.

The Buyer agrees that the Seller may repossess the animal upon evidence of neglect and/or abuse determined by a licensed veterinarian at no expense to the Seller. The Seller agrees that they will not receive a refund or replacement in the case of a repossession. The Seller will not receive any payment in the case the repossessed dog would get rehomed.

The Buyer agrees to give Lost Trail Aussies the first option to purchase the dog back if the buyer must place the dog for sale. Actual contact between both parties must be made and the Buyer must give the Seller 5 business days to respond. Selling price must not exceed the original final sale price of the dog. Under no circumstances will the dog be relinquished to any animal shelter, humane society or rescue group. The dog may be returned to Lost Trail Aussies at any time at no expense to the Seller, if the Buyer is unable or unwilling to keep the dog. If the dog must be returned or rehomed, the Buyer agrees to sign and give the registration papers and other health related certificates provided by the vet to the Seller with the dog. The Seller agrees that this is a transfer of ownership and there will be no refund or replacement offered.

Final purchase price of the described dog will be due with cash on scheduled pickup date, or three days prior with venmo, bank to bank or money order to ensure any monetary issues would be found and corrected before the puppy leaves the Seller. In the case that there are monetary issues, the Buyer must immediately correct it or face repossession of the dog.

The Buyer and Seller agree that this contract applies solely to the original dog, described as _____, and is non-transferable. The Seller retains the right to

refund the purchase price of the puppy in lieu of providing a replacement if applicable. In the case that an animal must be replaced, the Seller will replace the dog with one as soon as possible with one of equal value to the original animal at the time of the original purchase. The dog to be replaced must be returned to the Seller, all replacements are final.

Returned dogs must be in good physical condition with complete veterinarian health records and signed registration paperwork.

All agreements made are contained in this contract. No additional agreement, intended or implied. In the event of a dispute or breach of contract, the Buyer will pay all attorney and court fees.

Reservation Fee of \$_____.00 made on __/__/2022 by

_____.

Final Sales price of \$_____.00 is due on scheduled pickup date of
__/__/2022.

Buyers Name, Phone Number & Address:

_____.

Buyers Signature:

_____ Date:

__/__/2022

Seller: Arianne Graham, Lost Trail Aussies.

Seller Signature:

_____ Date

__/__/2022