

## TyMac Border Collies Puppy Sales Agreement

This contract and conditional terms of sale for a Border Collie is entered to on \_\_\_\_\_, by and between Matthew Twitty/ TyMac Border Collies (Breeder/Seller) and \_\_\_\_\_(Buyer(s)) for one American Border Collie Association/AKC registerable Border Collie.

Sex of Dog: \_\_\_\_\_

Whelp Date: \_\_\_\_\_

Identifying collar color and/or markings of pup to be sold:

\_\_\_\_\_

Sire:

\_\_\_\_\_

ABCA Number: \_\_\_\_\_ and/or AKC Number: \_\_\_\_\_

Dam:

\_\_\_\_\_

ABCA Number: \_\_\_\_\_ and/or AKC Number: \_\_\_\_\_

Purchase price: \_\_\_\_\_

In consideration of the above purchase price, this is a conditional agreement for the sale of the Border Collie dog above. The term dog used herein applies to either a male or female dog. The Buyer(s) are purchasing this dog as a companion for him/herself and is not acting as a purchasing agent for any other person or organization.

**\*\*\*If this dog can no longer live with the Buyer(s) under the terms of this contract or the Buyer(s) must get rid of the dog for any reason at any time during the**

**dog's life, the Buyer(s) acknowledges and absolutely agrees to return the dog to the Breeder/Seller. No refund will be given. The Buyer(s) will be responsible for all costs in bringing the dog back to the Breeder.**

\_\_\_\_\_ **Buyer(s) initials**

### **Breeder Obligations**

- Breeder states that this dog is a purebred Border Collie and in good health as can be determined by basic exam and evaluation at the time of sale. The Breeder states that the above-referenced dog has been raised under the best possible standards of canine health, cleanliness, and veterinary care, including basic socialization.
- Pedigree and health records are provided apart from this contract. Breeder states that both Sire and Dam of the dog to be sold have had the following health certifications: OFA hip and elbow, CERF eyes, and the Paw Print Genetics Border Collie DNA panel.
- This dog is in good health and not known to have any communicable disease at the time of sale. Buyer has 48 hours from the date of sale to have the dog examined by a licensed veterinarian at the Buyer's cost. If the dog is shown to have a communicable disease, the Buyer may return the dog with a written statement from the veterinarian for a full refund. If the Buyer fails to have the dog examined within 48 hours, the communicable disease agreement is null and void. If the Buyer chooses to keep the sick dog, the communicable disease agreement is null and void; no replacement or refund will be given and the medical cost and treatment will be the full responsibility of the Buyer.
- Breeder provides a limited genetic/hereditary disease warranty, strictly limited as follows: if the dog develops a qualifying disease within 24 months of age, breeder will provide a replacement puppy from a litter of his choosing, or a full refund after the dog has been returned to the breeder, or veterinary costs limited to the

equivalent of the cost of the puppy. Qualifying diseases that the breeder warrants under this limited genetic/hereditary disease warranty are as follows: severe or crippling hip dysplasia, severe or crippling elbow dysplasia, or eye diseases discernible by CERF testing. Warranty extends to these diseases ONLY. A letter stating the diagnosis from a qualified veterinarian, either a tenured faculty member of an accredited university teaching hospital or Board Certified in the applicable specialty depending on the disease, for these diseases must be provided to Breeder. Breeder reserves the right to have the dog examined by a veterinarian of their choosing before a final determination of a qualifying genetic/hereditary disease. Any diagnosis of a qualifying disease beyond 24 months of age is not covered under this limited genetic/hereditary disease warranty. If the dog has been trained in or started in full contact sports such as agility or flyball prior to 2 years of age, the warranty as to hip or elbow dysplasia is void.

- Outside of the 48 hour communicable disease agreement and limited genetic/hereditary disease warranty, the Breeder does not provide any warranty of merchantability whatsoever for this dog.
- This dog was bred as a Border Collie; the Breeder does not provide any warranty as to the dog's fitness for a particular purpose, including but not limited to: herding, obedience, breeding, agility, or other dog sports.
- Ownership: this dog will be transferred into ownership and registration under the Buyer's name, under Limited Registration in ABCA and/or AKC. Limited registration documents will be provided to the Buyer within 30 days of purchase.
- Breeding: Limited Registration will be lifted to full registration if the Buyer wishes, once health certifications and title requirements are met after 2 years old and owner pays an additional \$1500 for breeding rights.

### **Buyer obligations**

- Buyer acknowledges that full payment for the dog is due at the time the Buyer takes possession of the dog.

- Buyer guarantees that he/she is not acting as an agent for any other person or business in the purchase of the dog.
- Dog will reside with the Buyer at the following address, and Buyer agrees to notify Breeder of any change of address or residence:

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- Buyer agrees he/she may not add a co-owner of the dog without written permission from the Breeder.
- Buyer agrees that the kennel name "TyMac" will be incorporated into the dog's registered name with ABCA or AKC or any other registry the Buyer may register the dog with.
- Buyer agrees to provide the following for the entire life of the dog:
  1. Annual veterinary checkups, including heartworm check; to keep all immunizations current. We recommend Jean Dodds protocol.
  2. To properly administer heartworm preventative year round.
  3. To feed only a premium brand dog food, and to maintain the animal at the proper weight throughout the life of the dog.
  4. To provide adequate housing according to state law; to confine animal in a fenced yard or kennel run with adequate water and housing when outside.
  5. Daily exercise.
  6. To provide proper grooming and cleanliness at all times. The dog must be kept free of parasites and nails must be trimmed back and must never reach a point beyond touching the floor in a normal standing position.
  7. To provide proper monthly flea and tick prevention year round.
- Buyer understands and agrees that Limited Registration will not be lifted and that this dog may not be bred until proper health certifications are met AND the dog has titled Herding Excellent, Utility Dog, or ProNoivce in USBCHA. Heath

certifications include the following: OFA hip and elbow, CERF eyes, and the Paw Print Genetics Border Collie DNA panel. Breeder will lift Limited Registration restrictions upon proof of health certifications, titling, and additional payment of \$1500. Breeder agrees that this dog will not be used for any sport cross-bred mixes and the dog will only be bred to another ABCA or AKC registered Border Collie.

- Should the Buyer breach the breeding agreement and breed their dog prior to meeting the requirements set forth under this contract, or breed their dog to anything other than another ABCA or AKC registered Border Collie, Buyer shall pay breeder \$5,000. The parties agree that quantifying the damages to the Breeder arising from breeding an unproven and untested dog is inherently difficult insofar as breeding may impact the Breeder's reputation and breeding program, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, given the nature of the losses that may result from an untested dog.

**Entire Agreement.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

**Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**Equitable Relief.** Any breach of this agreement will result in irreparable harm and monetary damages will not compensate for the unique nature the sale of an individual dog entails. As such, any breach will result in immediate repossession of this dog by the Breeder and any costs associated in the return of the dog will be the responsibility of the Buyer. Any and all attorneys fees and court costs related to this contract shall be the responsibility of the Buyer.

**Governing law and venue:** This agreement shall be governed by the laws in the state of Florida. The parties agree that any litigation in any way relating to this Agreement shall be brought and venued exclusively in Polk County, Florida and Buyer hereby

consents to the personal jurisdiction of these courts and waives any objection that such venue is inconvenient or improper.

We have carefully read, clearly understand, agree with, and voluntarily sign this sales agreement.

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Buyer's Signature

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Matthew Twitty

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Print Buyer's Name

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Date