

# Evolving Aussies

~ Est. 2014 ~

## Puppy Deposit/Purchase Agreement

Located in Epsom, NH

Website: [EvolvingAussies.com](http://EvolvingAussies.com)

Email: [EvolvingAussies@yahoo.com](mailto:EvolvingAussies@yahoo.com)

Date of Sale: \_\_\_\_\_ Purchase Price: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

Buyer's City/State/Zip: \_\_\_\_\_

Buyer's Telephone#: \_\_\_\_\_

Sire of Puppy: \_\_\_\_\_

Dam of Puppy: \_\_\_\_\_

Description of Puppy (color, gender, etc.):  
\_\_\_\_\_  
\_\_\_\_\_

Puppy's Date of Birth: \_\_\_\_\_

The following terms and conditions are agreed between Evolving Aussies, herein referred to as "Seller" and \_\_\_\_\_ herein referred to as the "Buyer". The Seller agrees to sell and the Buyer agrees to buy based on the following conditions.

***All Evolving Aussies puppies are sold as pet only; must be spay/neutered and cannot be used for breeding.***

Purchase price of puppy \$ \_\_\_\_\_ less \$200.00 deposit; remaining balance due on puppy of \$ \_\_\_\_\_. A deposit in the amount of \$200.00 (accept cash, personal checks with a 10 day hold, and credit cards through PayPal (please note: there is an additional 4% fee for PayPal transactions)) is required to hold the puppy which must be received within 3 business days in order to hold the puppy (please use Express or Priority mail when sending payment). The outstanding balance (accept cash only) shall be paid to and received by the Seller before the puppy is released to the new forever owner / home (Buyer).

Both the Seller and the Buyer agree that the Seller will retain possession of the puppy until the puppy is 8 weeks old. The Buyer must make arrangements with the Seller to obtain possession of the puppy by the time the puppy is 9 weeks old. **Buyer forfeits deposit if the puppy is not paid in full by the time puppy is 8 weeks old or** temperament and puppy evaluation has been completed. If the puppy is already past this stage when Buyer contacts Seller to purchase puppy, payment should be made all at once. Any other arrangements must be agreed to by the Seller in advance. Evolving Aussies does not ship puppies; all puppies must be picked up in person.

**The deposit signifies that the Buyer intends to follow through with the purchase of a puppy from the Seller. The deposit is nonrefundable.** Should Evolving Aussies breeding does not have the color or sex of the puppy you want, the deposit will transfer to the next available litter. In the event that the Buyer cannot follow through with the purchase of the puppy picked, and this is told to the breeder by the time the puppy is 5 weeks old, they may switch the deposit to the next available litter. Should the buyer not follow through on the next litter, the deposit is forfeited. If the breeder is not told the Buyer cannot take the puppy until after the puppy is 6 weeks old, the deposit is forfeited.

All Evolving Aussies puppies are sold as ***pet only***. I **cannot** guarantee eye color on a puppy. Eye color cannot usually be determined until the puppy is 6 weeks old and is still subject to change over time. Should you choose not to purchase the puppy due to its eye color changing, deposit is forfeited. Evolving Aussies **cannot** guarantee height; we breed for our Miniature Australian Shepherds or Miniature American Shepherds to be 14-18", but even with the best breeding we cannot guarantee how big or small our puppies will grow to be. We do hope they will stay within breed standard but sometimes they can be over or under the size required for the breed.

If by tragic accident the puppy were to die or be determined to have a congenital defect that prevents the puppy from being a companion animal before the Buyer takes possession of the puppy, a full refund of deposit will be given to the Buyer. If there is another puppy available that the Buyer wants to put the deposit towards, the deposit can be put towards that puppy.

**The above mentioned is sold with the following terms:**

1. Health & Satisfaction Warranty: Puppies are sold on a 3 (business) day satisfaction guarantee period. During this time the puppy must be examined by your licensed veterinarian for a clean bill of health. If for some reason, your puppy does not receive a clean bill of health or you are not completely satisfied, you will receive a full refund or if a replacement puppy is available it will be offered to you.
2. If your licensed veterinarian determines that your dog has an inherited defect or abnormality, send us a letter signed by your licensed veterinarian indicating the nature of the problem and stating that in the veterinarian's opinion this problem

seriously affects the quality of the dog's life and otherwise prevents the dog from being an acceptable pet or companion.

3. Guarantee on Hips & Eyes: We do offer a 3 year guarantee on all of our puppies on hips & eyes. If your Evolving Aussies puppy or adult has any problems with eyes (meaning that an official CERF will not clear) proven with evidence provided by a certified Ophthalmologist or hips (meaning that an official OFA exam will not pass) proven to have hip dysplasia through a licensed veterinarian x-ray and formal documentation.
4. Buyer will inform the breeder of any change of address and agrees to respond to any reasonable requests for information on the dog. If at any time during your dog's life, you have questions concerning health, training, etc. please feel free to contact Evolving Aussies – we are always here for our puppies.

**PURCHASER RESPONSIBILITIES:**

- Provide your Evolving Aussies puppy / dog with a loving home where the human hand is always one of pleasant experiences
- To never use harsh training or discipline methods such as hitting or slapping your puppy / dog
- To provide your Evolving Aussies puppy / dog with professional care, current on shots, and have a licensed veterinarian examination at least once a year
- NEVER TO USE THE "TIE – OUT" METHOD OF CONFINEMENT
- ALL of our puppies / dogs be part of the family as a house dog (never kept outside as a kennel dog)

Buyer agrees that s/he understands and will be bound by the terms of this agreement, and that this agreement is under the jurisdiction of the State of New Hampshire in the event of any litigation.

The above mentioned terms are agreed upon by both the Seller and the Buyer to assure the wellbeing and protection of the breed and this puppy/dog in particular.

***If at any time, at any age, for any reason, you have to part with your puppy / dog – he / she must be returned to Evolving Aussies — there will be no refund under these circumstances.***

I have read the above, understand, and agree to the terms of this contract as evidenced by my signature below.

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

Breeder / Seller's Signature: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_