



Puppy Contract

limited registration
with ability to earn
breeding rights
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This contract is made this _____ day of _____ between Kathy M. Males of Mekkado Kennel at 13655 West Greenview Drive Wadsworth, Illinois 60083-9308, herein after known as the SELLER and _____ of _____ at _____, herein after known as the BUYER.

Whereas, the SELLER is desirous of conveying and transferring ownership to the BUYER of a _____ Australian Shepherd with _____ markings registered, and the BUYER is desirous of receiving the same. Australian Shepherd Club of America and American Kennel Club registered name of this dog is _____. This dog was whelped the _____ day of _____ in Wadsworth, Illinois sired by _____ (ASCA _____) out of _____ (ASCA _____). This litter has been bred to produce healthy working dogs and at the time of sale this pup exhibits the temperament and drives to be a working stockdog.

NOW AND THEREFORE, IT IS AGREED AND UNDERSTOOD BY THE SELLER AND THE BUYER AS FOLLOWS:

1. The BUYER agrees to pay a total purchase price of One Thousand Two Hundred U.S. Dollars (\$1,200.00). When all monies due the SELLER are clearly in her possession, registration papers will be issued.
2. The SELLER guarantees the dog is in good health and free from communicable disease to a reasonable degree of veterinary certainty. See attached for complete information.
3. The dog is microchipped and registered with AKC Reunite with SELLER and BUYER as contacts and Care Animal Hospital in Arlington Heights, IL as veterinarian contact.

AKC Reunite label

4. The dog is sold clear by parentage for the following genetic diseases
 - Canine Multifocal Retinopathy tested by Animal Genetics of Tallahassee, FL
 - Collie Eye Anomaly tested by Animal Genetics of Tallahassee, FL
 - Cone Degeneration tested by Animal Genetics of Tallahassee, FL
 - Degenerative Myelopathy tested by Animal Genetics of Tallahassee, FL
 - Hereditary Cataracts HSF4-2 tested by Animal Genetics of Tallahassee, FL
 - Multi-Drug Resistance tested by Animal Genetics of Tallahassee, FL
 - Progressive Rod-Cone Degeneration mutilation for Progressive Retinal Atrophy tested by Optigen of Ithaca, NY.
5. The dog is a product of the mating of dogs with Orthopedic Foundation for Animal (OFA) clearances for
 - Hip Dysplasia
 - Elbow Dysplasia
 - Eye Certification
 - Thyroid Certification.
6. Should the BUYER be unwilling or unable to keep the dog in a proper environment, i.e., as a house dog, sufficient food and water to keep him well nourished, adequate medical care, adequate exercise, human contact and training the BUYER'S ownership of the dog shall revert to the SELLER and SELLER shall refund one-half of the purchase price. The sole judge of these conditions shall be the SELLER.



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7. The BUYER shall provide training for the dog. This training shall begin no later than two months after BUYER takes possession of the dog and be comprehensive in nature, with a good foundation in obedience to ensure the dog can function within the bounds of our current society.
8. The BUYER agrees to have hip and elbow x-rays taken and an eye exam by a board certified (ACVO) veterinary ophthalmologist after the dog reaches two (2) years age and before three (3) years of age, at the BUYER at his/her expense. All results will be sent to the Orthopedic Foundation for Animals for interpretation. Results will be supplied to the SELLER.
9. SELLER reserves the right to visit the BUYER to assess the condition and training of the dog.
10. With the best interest of the dog, first and foremost, if the BUYER fails to live up to paragraphs 6, 7, 8 and/or 9, the BUYER shall reconvey to the SELLER, upon receipt of the agreed sum of one-half of the purchase price, sole ownership of the said dog and shall execute all papers necessary to accomplish the same. Should the BUYER be unwilling or unable for any reason to reconvey ownership to the SELLER, the BUYER does hereby nominate and appoint the SELLER as his agent for the purposes of reconveyance and does by these presents grant unto the SELLER a power of attorney to reconvey said dog unto herself by executing all papers necessary to accomplish the same, in the BUYER'S name and behalf. Presentation of this contract shall suffice to establish the authority to the SELLER, and further notice to the BUYER, or approval from him/her shall not be necessary.
11. The BUYER agrees, if for any reason, the BUYER cannot or will not keep the dog, the SELLER will be notified at once and offered the first right of refusal with a minimum cost of the agreed sum of one-half of the purchase price and maximum cost of the purchase price less any reimbursements previously made by the SELLER to the BUYER. The cost will be the sole determination of the SELLER after review of the dogs physical and mental condition and level of training. If, the SELLER declines to purchase the dog, the SELLER agrees to aid and assist the BUYER in the placement of the dog. The BUYER must provide the complete contact information of proposed new owner and agrees
 - SELLER may contact proposed new owner and
 - transfer will not be made without written approval by SELLER.
12. Should the dog develop, before it reaches two years of age, a hereditary disqualifying fault as defined by the Australian Shepherd Club of America, or a hereditary life-impairing disease,
 - should the BUYER wish to keep the dog and have it neutered/spayed, the SELLER will refund one-half of the purchase price or
 - should the BUYER not wish to keep the dog, the dog will revert to the SELLER and be replaced by one of comparable value as represented at the time of this contract, of the mutual choosing of the SELLER and BUYER.
13. The dog is sold with LIMITED REGISTRATION from the
 - Australian Shepherd Club of American and
 - American Kennel Club.
14. The SELLER agrees to reimburse Two Hundred Fifty U.S. Dollars (\$250.00) and release FULL REGISTRATION (with breeding rights) to the BUYER if, any time after two years of age each of the following criteria have been met:



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- A. The BUYER has maintained ownership and possession of the dog during the entire time
- B. The dog has not been used for breeding
- C. Complete and current health testing has been done with Orthopedic Foundation for Animals (OFA) results furnished to the SELLER
 - OFA Hips
 - OFA Elbows
 - OFA Eyes
- D. **One** of these working titles has been obtained
 - ASCA stockdog OTD, AFTD, RTD or RD
 - ASCA obedience CDX
 - ASCA agility RS-O
 - ASCA tracking TD
 - AKC herding HI
 - AKC obedience CDX
 - AKC agility OA
 - AKC tracking TD
 - AHBA herding HTD-II, HRD-II, RLF-II or HTAD-II
 - Search and Rescue Certified.

15. If the conditions have been met for FULL REGISTRATION as outlined in paragraph 17, breeding of the dog will be executed with total regard toward not only the dog and the SELLER, but also with the utmost of respect to the ancestors of the dog and the breeders responsible for creating the dog's pedigree. The intent for breeding the dog will always be the betterment and improvement of the Australian Shepherd. It is the responsibility of both the BUYER and the SELLER to ensure that no puppies resulting from the mating of this dog be sold to either pet shops or to brokers for resale. Nor shall any product or get from this dog be taken to any dog pound, humane facility or rescue group.

16. BUYER shall be fully responsible for any third-party liability in the event dog should cause bodily or property damage during its lifetime.

17. BUYER shall maintain contact with the SELLER for the life of the dog to share and exchange information. BUYER agrees to notify SELLER of any change of address, email, phone, etc. SELLER agrees to notify BUYER of any change of address, email, phone, etc.

18. BUYER agrees that SELLER may furnish address, email and phone number to the owners of the sire and littermates.

19. If any legal action is necessary

- This contract shall be interpreted in accordance with the laws of the State of Illinois
- Action must be filed in Lake County, Illinois Small Claims Court
- The prevailing party shall be entitled to their reasonable attorney fees and court costs
- Damages awarded to BUYER are limited to the original purchase price less any credits given

This contract, between Kathy M. Males of Mekkado Kennel at 13655 West Greenview Drive Wadsworth, Illinois 60083 and _____ of _____ at _____ for conveying and transferring ownership of a _____ Australian Shepherd with _____ markings registered as _____ including nineteen points set forth on this _____ day of _____, is



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made and signed by both parties to assure the well-being and protection of the dog and will be binding until broken by agreement of both parties. No part of this contract is transferable for the lifetime of the dog.

SELLER

Kathy M. Males
13655 West Greenview Drive
Wadsworth, Illinois 60083-9308
(224) 588-2498
kathy@mekkado.com
www.mekkado.com

BUYER