

ORACLE AUSTRALIAN SHEPHERDS' COMMITMENT TO THEIR PUPPIES:

We provide a lifetime of support and knowledge to our puppy's new family.

When you purchase a puppy from Oracle Australian Shepherds, you are not just buying a puppy, you are joining a big extended family of Australian Shepherd owners and lovers.

We are available by phone or e-mail throughout the puppy's life and will reply within a reasonable time.

We host play dates, birthday parties and events for our puppy buyers that encourage our extended family to get together and stay in touch as well as give us an opportunity to catch up and see how our puppies are maturing.

We have an online forum for our puppy owners to share photos, videos, ask questions and tell stories. We post training advice, dietary advice and updates on parents, siblings and relatives, so you can stay informed.

We take this contract very seriously, because, as a responsible and ethical breeder, we are responsible for every puppy that we bring into this world. This contract is in place to ensure that, as a buyer, you are happy with your purchase; as a breeder, we can sleep at night knowing all our puppies are well loved and cared for; as a dog, your puppy is healthy, happy and enjoying life.

Ayella Grossman & Mike Seiden
Oracle Australian Shepherds

Online Privacy

OracleAussies@gmail.com

PUPPY INFORMATION

Registered Name of dog: ORACLE'S

Call Name:

Date of Birth:

Microchip:

Date of Last Eye Exam: (copies of past eye exams included)

ASCA & CKC registration applications will be furnished to the buyer as soon as they are received from the respective registries and after the above dog/puppy is paid for in full and the funds have cleared at the bank.

SIRE INFORMATION

Call Name:

Date of Birth:

Registered Name:

DAM INFORMATION

Call Name:

Date of Birth:

Registered Name:

RETURNS

Buyer may return said puppy to Breeder for refund of purchase price less a \$500 deposit, for any reason within 72 hours of date of purchase.

HEALTH CHECK

We ask that you please take your puppy to see a Veterinarian within 4 days of purchase.

If you are not happy with the results of the Veterinarian's evaluation of the puppy's health, you may elect to keep the puppy and assume all costs for its care or you may return the puppy and receive a full refund less \$500 upon return of your puppy.

Return of the puppy is at the buyer's expense.

Refunds will be given within 7 days.

This puppy, to the best of the breeder's knowledge is in sound health and free of communicable diseases on the date of sale and a health history will be given with your new puppy. This puppy was health checked prior to leaving by the breeder's veterinarian.

LIFETIME RETURNS

IF AT ANY TIME THE BUYER NO LONGER WISHES TO KEEP THIS DOG, THE BUYER MUST RETURN THE DOG TO THE BREEDER.

The Buyer agrees not to sell, relinquish or transfer said puppy to any party other than Breeder. This dog will not be given to a shelter or rescue.

The Breeder will not refund any monies.

Transportation shall be at the Buyer's expense.

The selling or giving away of this dog to any other parties, will result in a \$5000.00 fine due to a breach of contract.

MDR1 - PLEASE EDUCATE YOURSELF AND ENSURE YOUR VET KNOWS WHAT DRUGS NOT TO USE ON YOUR AUSTRALIAN SHEPHERD

If your vet is not knowledgeable on the MDR1 Mutation and what drugs are intolerable to your Australian Shepherd be sure to educate them on the issue. The drugs include ones used for heartworm, flea and tick prevention as well as some anesthetics that may be used during an operation such as a spay or neuter. Use of such drugs can kill your dog or give them life long seizures.

If your puppy is given any of the drugs that have been known to create a reaction or have ingredients that can cause a reaction, your health guarantees are void.

NOT FOR BREEDING & SPAY/NEUTER AGE

The buyer agrees to have said puppy spayed or neutered **no earlier than a year**. If this dog is bred at any time, all health guarantees are void and buyer will be fined according to this contract.

GROWTH PLATES SAFETY

This puppy will not be instructed or encouraged to jump for the purpose of sports training until the puppy's growth plates have closed.

SOCIALIZATION AND LEARNING

It is understood that this puppy's temperament is not guaranteed and your new puppy relies on you to continue proper socialization and training.

All puppies must enrol in a basic puppy class within their first year and do a follow-up second level class within their second year. The breed you have chosen is smart and intelligent and requires mental stimulation. We believe that a single training session is not sufficient, thus the requirement for these two sessions.

We encourage training throughout the dog's lifetime whether it be in obedience or some other sport such as Rally Obedience, Frisbee, Dock Dogs, Agility, Herding or anything that you and your dog find fun.

The behaviour of your puppy cannot be guaranteed and the Breeder has no

responsibility for any damage to persons or property caused directly or indirectly by the puppy after delivery to the Buyer.

ADDRESS CHANGE AND CONTACT

During the life of said puppy, the Buyer agrees to inform the Breeder of address change within 30 days of such change. We ask that buyers keep us updated about their puppy's temperament and health as they grow.

LIMITED FOUR-YEAR HEALTH GUARANTEE

The guarantees below apply to all puppies purchased from Oracle Australian Shepherds who are:

- A) Fed a high quality kibble (approved by the breeder) or preferably a Raw Food Diet
- B) Use minimal vaccines following the Dodds Protocol or less, unless additions are agreed upon by breeder and buyer.
- C) Use limited chemical flea and tick prevention when necessary and not exposed to any chemicals present on the MDR1 sensitivity list and are treated with natural alternatives whenever possible. Chemicals are not used as monthly "preventative", unless agreed upon with the breeder.
- D) Are maintained in a good to slightly under-weight condition - vet records with weight recorded by the vet will be required in case of any joint issues.
- E) Spay/neuter is not done before a year old.

The below guarantees are void if the above conditions are not met or the dog is bred.

If any of the following hereditary defects develop before 4 years of age, the buyer will receive:

- 1) A replacement dog of equal value
- OR
- 2) Half the purchase price returned to the buyer

* Buyer may chose to keep or return the dog - depending on severity of disorder, but may not euthanize the dog if the breeder wants to take the dog back.

1. HEREDITARY EYE DEFECTS:

The above named dog is guaranteed to be free from genetic eye defects until the age of 48 months as evidenced by an evaluation performed by a board certified canine doctor of ophthalmology. In the case of eye defects, a second opinion is required. All diagnosis and written verification are required before a replacement will be given. This guarantee does not include deformation or abnormalities caused by injury, neglect or any other environmental factors.

2. HIP DYSPLASIA:

The above named dog is guaranteed against hip dysplasia and shall have a hip X-

ray by a qualified veterinarian not before 24 months of age and no later than 48 months of age. The X-ray must be sent to and evaluated by the Orthopedic Foundation For Animals (OFA). OFA grading of Excellent, Good & Fair are considered acceptable. A less than Fair rating will be considered affected. This guarantee does not include deformation or abnormalities caused by injury, neglect or any other environmental factors as diagnosed by a licensed veterinarian.

3. EPILIEPSY:

The above named dog is guaranteed against epilepsy and shall have the appropriate diagnostic tests done by two veterinarians prior to the dog's forth birthday. This guarantee covers genetic epilepsy only. This guarantee does not include seizures caused by injury, drug reactions, diseases, neglect or any other environmental factors as diagnosed by a licensed veterinarian. In order for this guarantee to be honoured, Veterinarian records must be received by the breeder outlining all use of chemicals and medication on said dog.

In the event of any positive diagnosis please submit a blood DNA sample for research to ASHGI or contact CA Sharp for information on studies that they may be included in.

ORACLE RESERVES THE RIGHT TO RECLAIM THE ABOVE NAMED DOG/PUPPY IN THIS CONTRACT AT ANY TIME FOR THE FOLLOWING REASONS:

- A) Poor physical health, which includes obesity, starvation, parasite infestations & lack of proper veterinary care from a qualified veterinarian.
- B) Improper fencing/chaining: the puppy shall not be left unattended on a chain, rope or other tie-out device or to any object; or if the dog is found to be running at large and/or if the dog left is in a backyard or kennel only and/or
- C) Physical brutality/abuse to the dog and/or
- D) If it is realized that the above named dog or the offspring of this dog are being sold in a retail store, puppy mill, auction, miniature or toy Australian shepherd breeding program and/or
- E) If at any time it is found that this dog was bred.
- F) If it is realized that the dog is being used/allowed in any way to fight with another dog, which is considered brutality.
- G) If there is abuse/neglect or brutality being committed against another dog or animal in the same household.

If it should become necessary to reclaim the dog/puppy for any reason there will be no compensation to the buyer and all registration ASCA & AKC papers must be signed over to the Breeder. At that time, all rights of ownership will be released by the buyer to the Breeder

GENERAL:

The Buyer agrees that they are not acting as an agent in the purchase of said puppy.

The Sale of said puppy or of offspring of said puppy will be damaging to the breed, the reputation of the Breeder and potentially to the buyers of improperly bred and handled offspring of said puppy. In the event of planned or accidental breeding, Buyer agrees to return said puppy and all its progeny over to the Breeder upon demand and without financial compensation. All guarantees are void if these conditions are not met.

This agreement applies to said puppy and original Buyer only and is not transferable.

If the terms of this agreement are not satisfactorily upheld by the Buyer, and/or if any misrepresentations have been made to the Breeder in order to obtain said puppy, the Breeder reserves the right to void the contract and demand immediate return of said puppy. The Buyer will be responsible for all costs incurred by the Breeder to enforce this contract and recover said puppy.

The buyer, by knowingly breaking any part of this contract, constitutes a breach of contract and the preceding health guarantee of this contract are null and void. Any and all legal fees and/or travel expenses incurred by the seller due to the buyer breaching this contract are the responsibility of the buyer.

The parties hereby agree to the terms contained herein and any Amendments (which must be done in writing and signed by both parties), and shall be bound by same.

This agreement is mutually stipulated to have been entered into in Erin Township, Ontario regardless of the place where it is signed. The Buyer and Seller agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall be the city of the Breeder's residence and that this agreement shall be interpreted in accordance with the laws of Ontario. In the event that legal action is taken to enforce the terms of this agreement, the Breeder shall be entitled to legal fees and costs. Before legal action is taken, both parties agree to attempt to resolve conflict by way of mediation.

By signing below the breeder/seller, buyer & co-buyer agree to all portions of this contract.

PUPPY INFORMATION:

Registered Name of dog: ORACLE'S
Call Name:
Date of Birth:
Microchip:

BUYER INFORMATION:

Name _____
Address: _____
Phone #: _____ E-mail: _____
Emergency phone#: _____

Signature Of Buyer: _____ Date: _____

Signature Of Seller: _____ Date: _____

RECEIPT OF PAYMENT:

Total purchase price \$3000
Date Paid In Full: _____

No registration papers ASCA or AKC will be signed over to the buyer until the balance is paid in full.

ONLINE CONTRACT SAMPLE