

Mystical Shiloh Shepherds – Sales Contract



Whereas, Suzanne Towns of **Mystical Shilohs**, hereinafter called "seller" is the owner of a Shiloh Shepherd puppy _____ further described as follows:

Registration Name of Dog (if known): _____

Gender: _____ Color: _____ Date of Birth: _____

SIRE: _____ Dam: _____

Whereas, _____, herein after called "buyer" is desirous of purchasing the Shiloh Shepherd described above.

Now, therefore, in consideration of the sum of \$_____ dollars, the seller conveys the above described Shiloh Shepherd to buyer under the following warranties and conditions and no other warranties or conditions are either expressed or implied:

1. The prefix or suffix "**Mystical**" is required in permanently registering this canine. If not, this guarantee is null and void.
2. The above-described canine is guaranteed for 72 hours to be in good health and free of communicable diseases at the time of sale as diagnosed by a licensed veterinarian.
3. The above-described canine is guaranteed to two (2) years of age against any debilitating congenital defect that may arise causing termination of life. This specifically excludes internal and external parasites. Should a claim arise under the terms of this agreement, the buyer shall return (at seller's request) the above described canine, alive, at his expense, and with registration papers, to the seller. Seller retains the right to choose replacement puppy of equal quality after confirmation that conditions of claim exists. If breeding quality was purchased a breeding quality puppy will be replacement. If pet/companion puppy was purchased then a pet/companion puppy replacement from first available litter will be provided.
4. All medical bills and otherwise incurred expenses of showing or training remain the responsibility of the buyer.
5. Any canine sold under this agreement will not be chained, or tied beyond thirty (30) minutes and only when absolutely necessary for the safety of the dog. **Violation of this can result in confiscation of the above-described dog/bitch.** The purchaser also agrees to keep this dog/bitch for as long as he/she lives, unless unforeseen circumstances arise. Should the purchaser not be able to care for this dog/bitch, the Breeder must be notified first and given first option to reclaim the dog/bitch at no charge. This dog/bitch may not be placed in another home without the written consent of the Breeder.
6. The buyer is encouraged to follow basic feeding guidelines of the seller. This is to help guarantee the overall continuing health of the canine.

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7. This contract is not transferable and constitutes the full agreement of the parties.
8. A deposit of **\$400.00** is required to secure a reservation of a puppy. All deposits will be returned if the bitch does not conceive or no puppy is available. If buyer chooses, he/she may leave deposit for next available litter.
9. Deposits will not be returned for buyers deciding to buy from other breeders, or change of mind etc. The only refundable deposits are for unavailability of puppy promised from dam and sire, stated above.
10. Full payment for your puppy is due no later than when the litter reaches 7 weeks of age or following the LER. No personal cheques will be accepted. Recommended payment is PayPal, money order, cashier's cheque or e-mail money-transfer (provided by most banking institutions). **Under no circumstances will a puppy be released without full payment.**
11. Shipping: Shipping and crate are buyer's expense.
12. All puppies will have first set of shots and wormed at sellers expense.
13. All "pet" puppies must be spayed or neutered at buyer's expense, Adult Registration papers will be provided by seller to the buyer upon proof of a veterinarian certificate from the buyer that the spay/neuter has been completed.
14. All puppies considered for "breeding" will be sold on an "upgradeable" co-owner contract, when and if the puppy meets all health and breed standard requirements an Addendum shall be drawn up.
 - Co-own Contract for a breeding female (**Note: currently, breeding females will only be sold to already established "approved" Shiloh breeders**) -- consists of the buyer and breeder mutually choosing a stud for the first breeding. Two puppies back from the bitches first litter (generally 2nd & 4th pick) or Pick puppy from the bitches first breeding and pick puppy from the 2nd litter. The buyer is obligated to advise the breeder of any stud that they are considering breeding to the bitch for subsequent breedings to ensure that the lines are compatible for the duration of the bitch's breeding career.
 - Co-own Contracts for a breeding male -- consists of an upgrade fee of \$300.00 and the breeder having access to the male for a minimum of 3 breedings with a bitch of the breeder's choice over the stud's breeding career. The buyer is obligated to advise the breeder of any bitch that they are considering breeding the stud to in order to ensure that the lines are compatible for the duration of the stud's breeding career.
15. All health testing for upgrade from "pet" to "breeder" is at the expense of the buyer, hip & elbow x-rays by **PennHip** or **OFA** are required by no later than between the age of 18 – 24 months.
16. The buyer is obligated to advise the breeder of any change of address, telephone number and/or e-mail address prior to or immediately upon moving.

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The buyer is bound by the terms of this contract, failure to abide by the terms of this contract can result in the confiscation of the bitch/dog.

Wherefore, the above named Seller and Buyer have executed the foregoing contract of Sale, on this _____th of _____ in the year **20**_____.

Buyer 1: _____ Breeder: _____

Signature: _____ Signature: _____

Buyer 2: _____

Signature: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Suzanne Towns

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