

PET ONLY ADOPTION CONTRACT AGREEMENT / GUARANTEE
NME KENNELS – SUNSET, TEXAS

NME KENNELS, the breeder/owner of the said Puppy (described below), hereinafter “Breeder” do enter into an agreement for the purchase and sale of a Puppy with _____ hereinafter “Buyer”, for the purpose of transferring ownership of the Puppy.

The Puppy AKA _____ is a purebred Toy or Miniature Australian Shepherd, male / female, sired by: _____ and is out of _____.

The Puppy is Blue Merle ____ Black Tri ____ Black Bi ____ Red Merle ____ Red Tri ____ Red Bi ____ in color.

The Puppy’s date of birth is _____ (hereinafter referred to as “DOG” or “PUPPY”) in this agreement.

*******IMPORTANT NOTE!!!*******

**When you purchase a puppy from NME Kennels,
YOU are agreeing to this contract whether you sign it or not!!**

➤ **Timing, Pricing, Deposits and Refunds:**

It has been mutually agreed by both the Breeder and the Buyer that the Puppy will be held until 8 weeks old unless other arrangements have been made in writing and shown below. In order to hold said Puppy a non-refundable deposit in the amount of \$_____ is required to hold the Puppy referenced above. This deposit signifies intent of the BUYER to follow through with the purchase of the Puppy. If Buyer changes his/her mind the deposit is forfeit and NO refund will be given.

The price of the Puppy is \$_____ and, in order for Buyer to take possession of the Puppy, the outstanding balance of \$_____ must be paid in full. Both Buyer and Breeder agree that the payment of this outstanding balance must take place before Breeder transfers ownership of the Puppy to the Buyer.

If Buyer requests that the Breeder have the Puppy shipped or delivered to Buyer, the cost to ship/deliver the Puppy is an additional \$_____, this includes additional fees that are necessary to ship the Puppy (ex: Flight, Crate, & Vet Health Certificate Costs).

Limited Registration papers with American Stock Dog Registry are included as part of this agreement and **will** be provided to the Buyer upon full payment of the Puppy.

If some tragic accident were to happen, and the Puppy should die before it leaves, NME Kennels will offer a refund to the adopter, unless adopter wants the deposit to apply to another Puppy if one is available, or the deposit can be held for a future Puppy of the adopter's choice.

➤ **LIMITED BREEDING & PET (ONLY) RIGHTS:**

From time-to-time NME Kennels will grant breeding/show rights to Puppies that it feels meet certain criteria. However, the specific Puppy contemplated in this agreement is NOT being adopted with the right to breed or show and will carry limited registration rights and as a pet quality Puppy. Buyer also agrees that they want a pet only which in turn means they are in agreement of having the pup spayed/neutered by the age of 10 months and to provide proof of spay/neuter on canine; or at a date approved by a competent veterinarian, but in all cases no more than 12 months. Spay/Neuter proof must include microchip number. **If no proof is given of the spay/neuter, then Buyer agrees to the penalty fee of \$2500 to be paid within 14 days of breaching this contract between Buyer and Breeder. Furthermore, a DOG is bred or used as a stud under such a limited registration Buyer shall pay a penalty fee equal to double the total price of every puppy sold from an unauthorized litter.** We also make no guarantee on eye color, ear set, bite, size, or working ability. While DOG contemplated by this Agreement may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

➤ **Health Guarantees:**

NME Kennels does guarantee that the Puppy (to the best of their knowledge) is free of any congenital birth defects and to be sound and in good health at the time of pick-up or delivery. Buyer is aware that a licensed veterinarian must administer the continued scheduled series of vaccinations **ON TIME**, in order to protect the Puppy from said diseases.

All puppies are wormed regularly and should continue to be wormed according to your veterinarian's recommendation. Health guarantee does not cover the finding of any parasite, internal or external as this is a treatable condition. There are several parasites and protozoans that prey on young puppies immune systems and that can occur even under the best worming protocols and conditions. At NME Kennels we take our puppies health very seriously. Their vaccinations, worming and overall health are of the utmost importance, and we have exercised diligence in the routine care of our Puppies.

Breeder makes no guarantee regarding the loss of Puppy because of accidental death, theft, sickness, etc. or any loss beyond breeder's control, except as stated above.

➤ **Examination by a competent and licensed veterinarian**

By signing this contract Buyer agrees to have this Puppy examined by a competent and licensed veterinarian of the Buyers' choice within 72 hours of receipt of the Puppy to assure them that they have purchased a healthy Puppy. This will be done at the buyers' expense. Under no circumstances will NME Kennels be responsible for any veterinarian bills acquired by the buyer for this Puppy. Minor, breed related, treatable or correctable conditions, or any condition that may go away or is a condition that the Puppy will outgrow and is not life threatening, are not covered under this guarantee/agreement. If the Puppy is determined to be in poor health, as evidenced by a veterinarian's written statement, the Buyer can elect to keep the Puppy, assuming all costs for its care, or may return the Puppy for a full refund (less the shipping costs) upon the Breeder's receipt of the veterinarian's statement regarding the Puppy's health. This provision will expire 72 hours after Buyer takes possession of the Puppy and is null and void if Puppy is not examined in that time.

Buyer also agrees to notify breeder if any health or temperament problems develop in this Puppy during its life, whether it pertains to the guarantee or not, (i.e. cancer, heart problems, etc.) Unless otherwise stated in this agreement or in the special terms of this agreement Breeder provides no other health guarantees for the Puppy, and shall not be responsible for health of the Puppy after the initial 72 hour period.

➤ **Lifelong Care of Dog**

Buyer also certifies, by signing this agreement, that Buyer understands that a Puppy is a lifetime commitment. To that end the Puppy will live with the Buyer, will have adequate exercise but not be over exercised, be given nutritious food and necessary health care by a licensed veterinarian, including all Puppy vaccinations, and thereafter, yearly vaccinations including rabies.

Buyer also certifies, by signing this agreement that he/she is not acting as an agent in this purchase; that the Buyer will not resell this Puppy to a pet store, guard dog business, or medical research facility.

➤ **Inability to keep Dog:**

If at any time the adopter is unable to keep said DOG please contact Breeder. Breeder will be happy to help you place DOG in a good loving and kind home. However, **NO refund of any money or replacement Puppy will be offered under these circumstances.** At no time should you take your Puppy to a shelter/pound.

➤ **Registration and Naming of Dog:**

The adopter agrees that they are obligated and required to use NME as a prefix to the Puppy's Registered Name (NME Puppy Name; i.e: NME Country Rose) and in some cases a second kennel name may be included.

➤ **Limitations, and Enforcement of this Agreement:**

Although there are no plans at present to stop breeding Toy / Miniature Australian Shepherds, the above guarantees are valid only as long as Breeder is breeding said dogs. Should Breeder cease breeding said dogs, for any reason, this Adoption Contract will become null and void. In the event of a dispute, Wise County in Texas will have jurisdiction over the matter.

In the event Buyer fails to abide by the terms of this agreement and enforcement becomes necessary, it is agreed that Buyer will, in addition to amounts determined to be due hereunder and interest thereon at the highest legal rate, be liable to Breeder for attorneys' fees, costs of court and all expenses attendant to enforcement of this agreement.

➤ **Entire Agreement**

This agreement constitutes the entire agreement reached between the parties; no agreement, promise or inducement has been made or entered into that is not set forth herein in writing. This agreement cannot be changed, altered or modified except by writing signed by all parties to this agreement.

Special Agreements/Arrangements:

Agreed to this ____ day of _____ 20__

Signature of Buyer

Print Buyer's Name

Signature of Seller

Print Seller's Name