

## PUPPY PURCHASE AGREEMENT (SALES CONTRACT)

This Puppy Purchase Agreement (“Agreement”) is made between:

**Seller (Breeder):** Tomshepherds  
**Website:** Tomshepherds.com  
**Email:** support@tomshepherds.com  
**Location:** USA

and

**Buyer:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

Both parties agree to the following terms and conditions regarding the sale and ownership of the puppy described below.

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# 1. PUPPY INFORMATION

**Breed:** Australian Shepherd  
**Sex:**  Male  Female  
**Color/Markings:** \_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_  
**Microchip #:** \_\_\_\_\_  
**Registration (if applicable):**  
 AKC  
 ASDR  
 Limited Registration  
 Full Registration (if approved by breeder)

This puppy is sold as:  
 Companion/Pet Only (Limited Registration)  
 Breeding Prospect (Full Registration – IF APPROVED)

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# 2. PURCHASE PRICE

**Total Purchase Price:** \$ \_\_\_\_\_  
**Deposit Paid:** \$ \_\_\_\_\_ (Non-refundable)  
**Remaining Balance:** \$ \_\_\_\_\_

Balance must be paid **in full** before pickup or transport.

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### 3. NON-REFUNDABLE DEPOSIT

The Buyer agrees that the deposit is **non-refundable** under all normal circumstances. A deposit reserves the puppy and removes it from all public listings.

Deposits may be transferred to a future litter **only at the breeder's discretion**.

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### 4. HEALTH GUARANTEE

The puppy is guaranteed to be:

- In good health at the time of sale
- Free of known contagious diseases
- Examined by a licensed veterinarian

#### 72-Hour Initial Health Guarantee

Buyer must have the puppy examined by a licensed veterinarian within **72 hours** of pickup/delivery.

Failure to complete this exam voids all health guarantees.

If a major health issue is found within 72 hours:

- The Buyer must notify the Breeder immediately
- Provide written documentation from the examining veterinarian

- The puppy may be returned for a replacement or refund at the breeder's discretion

Minor viral/bacterial/parasite issues **are not grounds for refund or replacement.**

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## 5. GENETIC HEALTH GUARANTEE

Tomshepherds provides a **24–30 month genetic health guarantee** for:

### Genetic Conditions

- ✓ MDR1
- ✓ CEA
- ✓ HC
- ✓ PRA
- ✓ DM
- ✓ HSF4 mutation

### Orthopedic Conditions

- ✓ Hip Dysplasia
- ✓ Elbow Dysplasia

If a covered genetic condition is diagnosed:

- Must be confirmed by **two** licensed veterinarians
- Must include OFA/PennHIP documentation for orthopedic claims
- A replacement puppy of equal value will be provided

Refunds are **not** offered for genetic conditions.

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## 6. TEMPERAMENT POLICY

The breeder guarantees:

- No known aggression
- Stable, healthy temperament at placement
- Proper socialization appropriate for age

Not guaranteed:

- Future behavior
- Training outcomes
- Owner-caused behavioral issues
- Hormonal or environmental behavior

Temperament is influenced by buyer training and environment.

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## **7. BUYER RESPONSIBILITIES**

Buyer agrees to:

- Provide routine and emergency veterinary care
- Follow recommended vaccination & deworming protocol
- Provide proper diet and exercise
- Socialize and train the puppy humanely
- Avoid high-impact exercise until 18–24 months
- Maintain a healthy weight

Neglect or improper care voids all guarantees.

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## 8. SPAY/NEUTER AGREEMENT (FOR PET HOMES)

For puppies sold on **Limited Registration**, buyer agrees to:

- Spay/neuter the dog by **14 months of age**
- Provide proof of alteration to Tomshepherds
- Not breed the dog under any circumstances

Failure to comply may result in:

- Legal action
  - Revocation of registration
  - Breeder reclaiming ownership
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## 9. BREEDING RIGHTS (IF APPROVED)

Breeding rights are granted **only** if:

- Buyer is an approved breeder
- Proper health testing is completed before breeding
- Ethical breeding standards are followed
- Hip/elbow/genetic testing results are submitted

Breeder reserves the right to revoke breeding rights if misused.

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## 10. RETURN & SURRENDER TERMS

This puppy **may never** be:

- Surrendered to a shelter
- Resold
- Rehomed
- Transferred without written approval

If Buyer cannot keep the dog:

→ **The dog MUST be returned to Tomshepherds.**

No refund is issued for owner surrender after the initial purchase period.

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## 11. TRANSPORT POLICY

If transport is needed:

- Buyer covers all transport costs
- Full payment must be completed 72 hours prior
- Only USDA-compliant ground transport or flight nanny services are allowed
- We do not ship puppies in cargo

Once the puppy is released to transport, the breeder is no longer responsible for transport-related incidents.

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## 12. NO LIABILITY FOR FUTURE COSTs

Breeder is not responsible for:

- Training costs
- Veterinary bills after pickup
- Behavioral consultant fees
- Emergency care
- Owner choices in diet or exercise
- Property damage caused by the dog

Ownership transfers fully at pickup/delivery.

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## 13. ENTIRE AGREEMENT

This document constitutes the **entire agreement** between Buyer and Seller.  
No verbal agreements are binding.

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## 14. SIGNATURES

Buyer Signature: \_\_\_\_\_

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

Seller (Tomshepherds) Signature: \_\_\_\_\_

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