



STORMBORN
AUSSIES

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STORMBORN AUSSIES CONTRACT

On this date, _____, Stormborn Aussies LLC/Hanna Brister is now referred to as "Seller" and purchaser of puppy shall be referred to as "Buyer"

Call name of Dog/Puppy: _____, Sex: M/F Color/Markings: _____
Date of Birth: _____

Sire: _____ Dam: _____

Buyer(s), _____
Phone #: _____ Email _____
Address _____

Intro statement:

"Stormborn Aussies LLC does everything to give the most accurate estimate of time waited for our buyers. However, Stormborn Aussies LLC has absolutely NO CONTROL over how many puppies are born in a litter, how many males/females, how many merles/tris. False pregnancies, loss of puppies and low litter numbers can and do happen. For this reason, Stormborn Aussies LLC can not give a guaranteed estimate of time that waitlist members will be waiting. All puppies are sold on a companion contract with a sterilization agreement. Companion puppies are NOT undesirable, this just means that they will simply not be sold with breeding rights and will not be bred under the contract agreement of buyer and seller. Stormborn Aussies retains the right to hold, maintain or keep any puppy for our kennel FIRST. Additionally, we allow other approved breeders to get first pick AFTER Stormborn Aussies LLC has chosen. This policy is in place because we have partnerships with other kennels and we believe that a Breeder should always get a breeding quality puppy. Deposits are non-refundable and collected before puppies are born for potential candidates to be added to our waitlist. This is a "first come, first serve," policy, we go down our waitlist numerically, as we feel this is fair. If a candidate opts to wait for a specific color/trait/timeline/etc.. in a puppy, they can be transferred to a future litter, but will still remain in numeric order based on those waiting. We do have every families best interest in mind, so at times we will have to hold a puppy who will need a specific type of family dynamic. Our efforts are in finding our families a puppy that will best match their needs, not in finding a color/trait to match their desires. If it is a specific color/trait they are after, just understand they may wait a period of time to find what they're looking for. If after collecting the non-refundable deposit, the buyer stops communicating with the seller, and the Seller has attempted to reach out multiple times to place a puppy with the buyer to no success, Stormborn Aussies will give a time frame to receive a response from the buyer and if no communication is received, the buyer will be cut from the waitlist, and will not receive a puppy or have their deposit

refunded. Stormborn Aussies LLC also has the right to refuse the sale at any time for any reason. Stormborn Aussies LLC does not tolerate harassment, threats or any form of mistreatment towards our company and employees, animals or family. The deposit and final payment is non-refundable if a buyer is removed from our list/puppy placement for this reason. Stormborn Aussies LLC has the right to take legal action if any harassment, threats or mistreatment in any form occur.”

This dog/puppy is guaranteed free of hereditary defects from the *Australian Shepherd Panel* for 5 years after purchase date. If the puppy is found to have a genetic defect seller has guaranteed said puppy is free of, buyer will provide a genetic test panel documentation from the seller’s preferred service at buyers expense. The genetic test must come back with two copies of a genetic defect in order for a dog/puppy to be affected by said genetic defect; a single copy of a genetic defect gene makes the dog/puppy a carrier but does not classify as an affected dog and therefore will not be replaced by the seller. Thereafter, at the request of the buyer, seller would replace said puppy to the buyer with another puppy of the same quality/price with the proof of the defect and a veterinarian health certificate detailing the genetic defect. No refunds will be issued. No refunds will be given for any expenses buyer has accumulated during the length of time of ownership for said dog/puppy. Buyer must submit in writing from a licensed veterinarian, with the explanation of hereditary defect within one week of licensed veterinarian findings. Dam and sire of said puppy have been genetic tested. No genetic testing has been done on said puppy. Any further genetic testing will be at the expense of the buyer.

In the case that the dog/puppy is found to have severe hip dysplasia from natural causes, seller will offer replacement puppy. If the dog is obese, or has become dysplastic from the environment, a replacement will not be given. A licensed Veterinarian of the seller’s choosing will need to diagnose and submit the report of the findings immediately. BUYER IS NOT REQUIRED TO RETURN SAID DOG/PUPPY. This only applies if the case is severe and the dog has to have reparative surgery or is euthanized because of the hip dysplasia. If it is a mild-moderate case where the dog does not need surgery, no replacement will be offered. All expenses incurred are the responsibility of the buyer. NO REFUNDS will be given. Stormborn Aussies LLC has all hips evaluated on the breeding dogs before being bred and will not breed a dog with poor hips. HOWEVER, dogs who have excellent hips can still produce a dog with poor hips but the chances are lower.

In the case that this dog/puppy contracts cancer within the 5 year health guarantee of the purchase date, a replacement puppy of the same type/value will be given to the buyer only after buyer has provided a licensed veterinarian health certificate detailing the findings. Seller obtains the right to ask for a second opinion from a separate licensed veterinarian of seller’s choosing. Seller retains the right to view any veterinary documents on the dog/puppy. BUYER IS NOT REQUIRED TO RETURN SAID DOG/PUPPY. Stormborn Aussies LLC does not replace dogs/puppies that have retracted contagious/non-genetic diseases. This only applies for the outline genetic diseases(listed below) and cancer.

**Genetic diseases covered in the Australian Shepherd Health panel are as follows:

Collie Eye Anomaly, Cone Degeneration, Degenerative Myelopathy, Hereditary Cataracts(Australian Shepherd Type), Hyperuricosuria, Intestinal Cobalamin Malabsorption(Australian Shepherd Type), Multidrug Resistance 1, Multifocal Retinopathy 1, Neuronal Ceroid Lipofuscinosis 6, Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration**

A five year health guarantee is given under the circumstances that the buyer follows the following criteria that the seller has provided:

1. Feed Life’s Abundance Dog food & Nuvet Supplements: Buyer is given the health guarantee first and foremost by feeding either LA dog food(Life’sAbundance) with Nuvet Plus supplements. These are the only approved dog foods to maintain the nutrition standards within this agreement. The food and supplements gives the buyer the ability to keep all food recalls/diet related illness/diet related diseases to a minimum. Paperwork with details will be provided. Seller is not responsible for diet related health concerns of any kind if the buyer fails to maintain the protocol. Health guarantee/cancer clause is void if buyer chooses to feed low quality diet.

2. Vaccination schedule/protocols are followed: This guarantees buyer’s puppy will safely and properly be administered vaccines: a vaccination schedule and list will be provided by seller. Failure to follow the schedule can lead to sickness, as said puppy is not fully protected from the vaccine until multiple doses are administered. While said puppy is receiving the vaccinations, **there should be no exposure to other dogs/environments at this time.** Seller is not responsible for any vet expenses if said

puppy contracts any illness under these circumstances(i.e.- Lepto/Lyme/Parvo/distemper etc...) No replacement or refund will be given if puppy contracts any preventable illness.

3. Spay/neuter is scheduled and done no sooner than six months of age and no later than 24 months of age and paperwork from the licensed veterinarian is provided from the surgical procedure and submitted to the seller within 72 hours post operation.

General-Seller gives no guarantee on full-grown adult size, coat or eye color. It is the buyers responsibility to feed and care for the new puppy. All expenses including: feed, care, veterinarian expenses, training, etc. incurred for puppy are at buyers expense. If at any point in the dog/puppies life, the buyer can no longer care for said puppy, buyer will return puppy/dog to seller along with AKC registration paperwork and health records. The seller has the right to place puppy/dog thereafter to a suitable home. NO REFUNDS will be given. Furthermore, the puppy/dog will not be sold to another party/buyer without first right of refusal from Stormborn Aussies LLC. Buyer will pay 1/2 transportation expenses needed for Seller to come pickup dog/puppy.

Deposit-A non-refundable deposit of \$500 shall be due and paid to Seller upon execution of this Agreement. In the case that the puppy shall die in the sellers care before transfer to buyer, the deposit may be moved to the next available puppy/litter. This deposit pays for the food and veterinary care for the puppy. The Deposit shall be applied to the final Purchase Price (defined below). Buyer acknowledges that Seller cannot control litter sizes and that the wait time for a dog/puppy can be longer than expected. Buyer acknowledges that the Deposit is non-refundable in all circumstances. Additionally, the deposit has a time limit of 2 years before becoming invalid. This is in circumstances where multiple puppies have been offered to the buyer by the seller and no puppy has been chosen. Stormborn Aussies will communicate if the time limit is approaching and if a decision on a puppy needs to be made. If the buyer does not choose a puppy by the time limit, the buyer forfeits the deposit and their placement on Stormborn Aussies waitlist. If the buyer decides to shop for a puppy elsewhere, or has any other circumstance where they have chosen to not receive a dog/puppy for any reason, buyer acknowledges that the deposit is non-refundable and will forfeit their place on the waitlist. Stormborn Aussies utilizes Square as the only accepted form of payment. Square takes a 3.5% fee on all payments and is added to Buyer's invoice. There is also a 7% Minnesota State Sales tax on every invoice since Stormborn Aussies LLC is a business in the State of Minnesota.

Purchase Price-The full purchase price of \$2,000 is agreed with the balance due in full at 8 weeks of age prior to being transferred ownership at 9 weeks of age. Seller retains the right to screen all potential puppy buyers, including asking for references(personal and licensed veterinarian). Seller also retains the right to refuse the sale of puppy at any point to any buyer. Under the circumstance of refusal of sale by the seller may result in a refund to the buyer, not including deposit or any other accumulated fees for transport/boarding etc..This invoice with any other transport/flight reimbursement/flight nanny/boarding/training fees included will be given to the buyer from the seller prior to payment due date.

Transport- In the case of the seller shipping the puppy to the buyer, the buyer shall be obligated to pay for all transportation and accumulated costs prior to dog/puppy leaving the Stormborn premises. If Stormborn Aussies LLC is hired to be a flight nanny for the dog/puppy, Seller(Stormborn) is obligated to organize/arrange all transportation and communicate to buyer to which acclimated fees will be added to buyer's invoice OR the buyer will receive a separate invoice from the transportation company. Buyer and Seller must agree upon transport/shipping date. Transportation via driving, airfare, shipping are expenses to be paid by the buyer to the seller at the rate discussed prior to sale if the buyer does not travel themselves. If the buyer is unable to pay for the remaining balance of payment/transportation expenses/arrangements for pickup for said puppy, seller retains the right to refuse the sale and refund the buyers money, this does not include deposit or accumulated transportation fees. This applies only if the buyer provides 72 hours of notice prior to agreed upon pick up date. If the buyer does not show to pick up said puppy, or has an emergency situation that does not allow them to take said puppy, the seller retains the right to refuse the sale of said puppy and a refund will not be given. All Air transportation will be out of Minneapolis Saint Paul international Airport. Any additional expenses incurred throughout the shipping process will be added to buyer shipping cost responsibilities. Any circumstance where a refund may be issued, if the buyer paid for shipping, flight, flight Nanny, and/or any other transport/boarding service

fees- those fees/costs WILL NOT be refunded. Once the puppy is in the hands of the shipping/ transportation/flying company, Stormborn Aussies LLC is no longer held responsible for theft, loss, damage to puppy or crate, illness(i.e. contagious diseases, coccidia, etc..) or death of said dog/puppy. Puppies flying via shipping will always be insured at expense of buyer. Puppies will not be flown before eight weeks of age.

Miscellaneous-Buyer under no circumstance, will breed their Dog/puppy to any form of poodle/doodle. **Seller has the right to fine the buyer \$5000, take legal action and repossess dog/puppy and the litter if the dog/puppy is bred without breeding rights.** Buyer under no circumstance, will breed their dog/puppy to any breed OTHER THAN a AKC registered Australian Shepherd with their genetic testing and other breed required health screenings completed. This only applies for buyers receiving breeding rights. All other buyers without breeding rights must spay/neuter their dog/puppy at the appropriate age.

Seller has the right to fine the buyer \$5000, take legal action and repossess dog/puppy and the litter if the dog/puppy is bred without breeding rights.

Registration/Seller Obligations- Puppy will come with completed AKC registration paperwork, with a paper name chosen by the seller(if a dog is going with breeding rights they will not be given a registered name prior to go home date). Limited/pet quality will be sold only. Breeding rights is sellers decision and seller retains the right to withhold Breeding rights.

Puppy has been vet checked by a licensed veterinarian and has received a health certificate prior to sale. Copy of records will be provided. The health of this animal is guaranteed for 72 hours after pickup date through examination by a licensed veterinarian at the expense of the buyer. If the dog is found to be in an unsatisfactory health within the 72 hours following pickup(i.e.-puppy is deemed to be in terminal health) and written documentation is presented by a licensed veterinarian, the seller shall,(provided the dog, AKC papers, and health certificate, puppy pack and binder are returned), replace said puppy with a new puppy of the same quality/price from a future litter. The guarantee expressly excludes any health issues caused by Buyer's ill-treatment, abuse or neglect, and all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses, UTIs, vaginitis or umbilical hernias. Stormborn Aussies LLC does the very best to keep puppies parasite free and healthy as possible. Seller has the right to have a second opinion from a licensed veterinarian of sellers choice if buyers licensed veterinarian feels there is a substantial evidence showing unsatisfactory/unsound health. All expenses incurred are buyers responsibility. If in any way the Buyer has chosen to not follow the protocols to maintain the health guarantee, Seller gives no guarantee on dog/puppy's health or condition and no replacement will be given under any circumstance. Protocols must be followed to keep health guarantee.

Remedy For Mistreatment-If at any time seller is notified of neglect, or abuse towards dog/puppy the seller obtains the right to report buyer to the police and State of Buyer's Residence. Seller will repossess the dog/puppy and take legal action of the fullest extent to the Buyer. Thus following, all of the Seller's warranties herein shall become null and void. For the avoidance of doubt, if Seller takes possession of the dog/puppy in accordance with this section, Buyer shall not be entitled to any refunds of any payments made to Seller.

Stormborn Aussies LLC has zero tolerance to animal abuse and cruelty.

Ongoing Communications. Both parties agree to promptly notify the other of any change of email, address or phone number. Buyer agrees to maintain contact with Seller regarding the dog/puppy at least once each calendar year, and to reply as promptly as possible to inquiries about the dog/puppy from Seller; and inform Seller of any major change in the health of the dog/puppy throughout the dog/puppy's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression. Buyer will, upon the natural or accidental death of the dog/puppy, promptly notify Seller of the particulars of the animal's death.

Agreement to Mediate- If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation by a mediator before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

Governing Law- This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws provisions thereof.

Legal- This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

Breach by Buyer. Buyer's breach of any of the foregoing obligations shall result in Seller's warranties set forth in this Agreement being null and void. Depending on which obligations are breached, Breeder obtains the right to take legal action against Buyer to the fullest extent.

No Other Warranties. No other warranties or guarantees, expressed or implied, are made by Seller, and the dog/puppy is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

I have read, understand, and fully comply to the conditions listed above in this agreement. IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement effective as of the Effective Date.

Buyer Signature: _____

Seller Signature: _____

Date: _____

Other terms and conditions not listed above

