

The following contract is between TexAustralian Kennels, hereafter referred to as "Breeder" and _____, hereafter referred to as "Purchaser" for the sale and purchase of one purebred dog of the Australian Terrier breed identified below and hereafter referred to as "Dog".

In consideration of a purchase price of (\$1,000.00), of which two hundred fifty dollars is a nonrefundable deposit, Breeder transfers in fee simple all rights, privileges and responsibilities associated with the ownership of the Dog to Purchaser as of the date specified below. This represents the entire agreement between Breeder and Purchaser in an American Kennel Club (AKC) Limited Registration sale.

Use of the Dog:

It is agreed between Breeder and Purchaser the Dog is being acquired as a family companion dog to be used for tasks appropriate to its breed such as a therapy dog or for exhibition in appropriate AKC or United Kennel Club (UKC) events excluding conformation.

It is agreed between Breeder and Purchaser the Dog is not purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation. **Specifically, the Dog will not be used for breeding, as a guard or attack dog or to hunt or fight other animals.**

Health:

Breeder warrants the Dog to be in good health and free from parasites as of the time of sale. Further, Breeder warrants both the sire and dam have been examined for hip and elbow dysplasia, patellar luxation, eye disorders, diabetes and hypothyroidism. Known health issues of the sire and dam, if any, have been disclosed to Purchaser.

In the event of emergence of any genetic disorder sufficiently serious in the opinion of two qualified veterinarians, one of whom is selected by Breeder, to warrant euthanization of the Dog or medical treatment throughout the Dog's life, Breeder agrees to:

- replace the Dog with one of equivalent quality from the first litter bred by Breeder or,
- at Breeder's option, refund the original purchase price less the non-refundable deposit.

Breeder strongly encourages Purchaser to have the Dog seen by a Veterinarian of Purchaser's choice within 72 hours of picking up the Dog. The Dog may be returned to Breeder for any reason within the 72 hours following purchase. Provided the Dog has not been damaged in any way, Purchaser will then be entitled to a refund of the original purchase price less the non-refundable deposit.

Registration:

Breeder certifies the Dog is eligible for limited registration under the Regulations of the American Kennel Club as a purebred Australian Terrier and will provide the proper forms for such registration. Breeder reserves the right to affix the kennel name "TexAun" and supply a registry name for the Dog.

Ownership Responsibilities:

Purchaser agrees to maintain the Dog in a humane environment and properly train and care for it. Specifically, the Dog will be properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases as recommended by a qualified veterinarian. The Dog will not be allowed to roam and will be socialized and obedience trained appropriately. Breeder strongly recommends permanent identification by tattoo or microchip.

Spay & Neuter:

Purchaser agrees before the Dog is two years of age, it will be sterilized. Breeder requires receipt of a certificate of spay/neuter from a qualified veterinarian within 14 days after completion of the procedure.

Right of Recovery/Placement:

In the event Purchaser is unable to keep the Dog or provide an appropriate home in accordance with this agreement, the Dog will be returned to Breeder. Purchaser can transfer ownership to another party with Breeder's consent and that party's agreement to follow the terms of this contract. Purchaser agrees to notify Breeder if any such contingency arises and will not abandon the Dog to a shelter. If the Dog's ownership is transferred without Breeder's knowledge, Breeder may take legal action and Purchaser will be responsible for all legal expenses incurred.

In the event of death of a Purchaser, ownership reverts to surviving Purchaser(s). In the event of death of all Purchasers, the estate of the last deceased Purchaser is bound to this agreement.

Notifications:

Breeder and Purchaser will provide notice of change of address and/or phone number to each other within 30 days of any change.

Consents:

In all cases where Breeder consent is required, it will not be unreasonably withheld and will be provided within seven days when practical.

DOG: TexAun _____

BIRTH DATE: _____

BREEDER: TexAun Aussies (dba TexAustralian Kennels, owned by Robert & Karen De Young)

ADDRESS: PO Box 443, Edgewood, NM 87015

PHONE/ FAX/ E-MAIL: _____ (H), _____ (M),
bob@texaustralian.com

SIGNED: _____ DATE: _____

PURCHASER: _____

ADDRESS: _____

PHONE/ FAX/ E-MAIL: _____ (H), _____ (M),
@ _____

SIGNED: _____ DATE: _____