



# Puppy Contract

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

**Seller:**

Lexi Me Her-Ellison, owner of Ellison Family Homestead  
PO Box 8824 Fresno, CA 93737  
209-617-4172  
ellisonfamilyhomestead@gmail.com

and

**Buyer:**

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**UPON PAYMENT** of the sum of \$\_\_\_\_\_ (\$250 initial deposit + \$\_\_\_\_\_) paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following puppy ("Puppy" or "Dog") to Buyer:

**Name of the Dog** (if available): \_\_\_\_\_

**Breed:** \_\_\_\_\_ Australian Shepherd \_\_\_\_\_ **Sex:** \_\_\_\_\_

**Color:** \_\_\_\_\_ **Whelp Date:** \_\_\_\_\_

**Bred By:** \_\_\_\_\_ Lexi Me Her-Ellison, Ellison Family Homestead \_\_\_\_\_

**Sire:** Ellison's As Lucky As It Gets "Lucky"  
AKC Registration #: DN63870106  
ASCA Registraton #: E218247

**Dam:** Ellison's A Light In The Shadows "Shadow"  
AKC Registration #: DN64006807  
ASCA Registraton #: E218241

The parties accept and agree to be bound by the following Warranties, Terms, and Conditions governing the purchase of the Puppy/Dog.



## **Seller Warranties/ Health Guarantee**

1. Seller guarantees the Puppy/Dog identified above to be free of major communicable diseases (Parvo, Distemper, Corona, and Rabies) for a period of 24 hours after receipt of the Puppy/Dog and to be free of major genetic defect for a period of one (1) year after receipt of the Puppy/Dog. Buyer acknowledges that he/she/they have been provided access to the genetic testing of both Sire and Dam prior to purchase of the Puppy/Dog. Ellison Family Homestead requires that you have your Puppy checked by a licensed veterinarian within 24 hours of receipt of the Puppy and continue with the vaccination schedule as recommended in the provided puppy packet. Failure to do so will make any, and all health guarantees null and void. If the Puppy is found to have a major communicable disease within the 24-hour health guarantee or a major genetic defect within the 1 year guarantee period, as identified by a licensed veterinarian, it will be replaced with another puppy of the same sex from the first available litter. Buyer is responsible for any travel or shipping costs associated with the replacement puppy. Buyer must notify Ellison Family Homestead via phone at 209-617-4172 within the 24-hour guaranteed period and provide a signed letter with contact information from the licensed veterinarian who conducted the exam and verified disease. This health guarantee does not include any genetic defects after the Dog has reached one (1) year of age or any parasite, internal or external, at any time.
2. Seller guarantees that the Puppy is bred by Seller and both Dam and Sire are as listed in this contract.
3. Seller guarantees that the Puppy is eligible for registration with the American Kennel Club (AKC) and the Australian Shepherd Club of America, Inc. (ASCA). If paperwork is not available at the time of puppy pickup, the paperwork will be mailed to the Buyer as soon as possible. Registration with the ASCA is done electronically at this time and a link will be emailed to Buyer after puppy pickup to the email provided on this contract.
4. Seller will not, under any circumstances, be responsible for any veterinarian, doctor, or other costs or bills associated with said Puppy once it has left our premises. No exceptions. Buyer will be wholly responsible for all care and costs associated with the Puppy after Buyer has taken receipt, including keeping the Puppy away from unhealthy or public environments (including pet stores, dog parks, doggie daycare, etc.) until Puppy has completed all vaccinations.
5. Please contact Ellison Family Homestead if the Puppy displays any indication of poor health in the first 24 hours. Remember that going to a new home and away from his/her mom and littermates for the first time is very stressful for the Puppy. Loose stools are normal as is some anxiety and fear. It is recommended that Buyer mix the provided food with the Puppy's new food slowly instead of changing the food all at once. All puppies whelped at Ellison Family Homestead are fed Purina Pro Plan Puppy Lamb and Rice Formula.

### **Buyer will receive with the Puppy:**

1. A toy with the scent of his littermates
2. A puppy blanket with the scent of his mother
3. AKC registration paperwork, ASCA registration transfer is done electronically via email
4. A copy of the puppy contract
5. A small bag of the puppy's current dog food (Purina Pro Plan Puppy Lamb and Rice)
6. A health record with the puppy's vet visits and vaccination information
7. An AKC litter certificate with the puppy's pedigree and Seller's info on the back



### Terms and Conditions

1. Buyer agrees to maintain Puppy in good condition, including all necessary vaccinations, deworming, a healthy diet, and clean/safe living conditions. The dog should be microchipped for identification and safety purposes. If, at any time, Ellison Family Homestead finds that the dog is being kept or treated in a manner not acceptable to the quality of life for the dog, Ellison Family Homestead reserves the right to repossess the dog. No refunds. No exceptions.
2. All puppies sold by Ellison Family Australian Shepherds are sold with limited registration on a spay/neuter contract only (pet only, no breeding) unless previously arranged. All limited registration dogs must be spayed or neutered before they reach two (2) years of age.
3. All puppies must be registered with a name that starts with our kennel name "Ellison". For instance, the Dam's name is "Ellison's A Light in the Shadows", Call Name: "Shadow". Please use this template when registering your Puppy with the AKC or the ASCA: "Ellison's Insert Dog Name Here".
4. In the event of a life change and Buyer can no longer care for or keep the Dog, Buyer agrees that the dog will be returned to Ellison Family Homestead. **Buyer acknowledges that there are no refunds of any kind or for any reason if a Dog is returned.** However, as stewards of this breed, Seller will always accept the return of any Dog bred by Seller. Under no circumstances will the Dog be taken or surrendered to a shelter, rescue, humane society, or rehomed. Under no circumstances will the Dog be sold or given to any individual or organization that is in the business of using or marketing dogs for profit, research, experimentation, or animal fighting/violence.
5. Buyer understands and agrees that the Puppy must be picked up in Fresno, California at 8 weeks old. Any puppy not picked up after 10 weeks old will be placed back up for sale and any amounts paid by Buyer considered forfeit. No refunds. No exceptions.
6. Buyer agrees to allow Seller to use their names, photos, or likeness in connection with Ellison Family Homestead and Ellison Family Australian Shepherds (ie social media and/or website).
7. If any part of this agreement is declared to be invalid or unenforceable, the remainder shall remain enforceable to the fullest extent permitted by law.
8. No changes can be made to this contract except by written amendment upon mutual agreement and signed by both Buyer and Seller.

This contract constitutes the entire agreement between Buyer and Seller. There are no other guarantees, warranties, or rights, expressed or implied.

Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Seller: Lexi Me Her-Ellison

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Buyer: \_\_\_\_\_