

**BLUE MOON MINI AUSSIES  
MINIATURE AUSTRALIAN SHEPHERD  
DEPOSIT AND PURCHASE AGREEMENT**

**WHEN YOU PURCHASE OR PLACE A DEPOSIT ON ANY BLUE MOON MINI AUSSIE PUPPY, YOU AGREE IN FULL TO THE TERMS LISTED IN OUR PUPPY CONTRACT, REGARDLESS IF YOU HAVE SIGNED THE DOCUMENTS OR NOT.**

This puppy purchase contract, is between, Amy Nelson, herein referred to as the "SELLER" and \_\_\_\_\_, and herein referred to as the "BUYER".

**SELLER**

Amy R Nelson  
5826 Lund Road  
Pequot Lakes MN 56472  
218-839-6576  
[www.bluemoonminiaussies.com](http://www.bluemoonminiaussies.com)

**BUYER**

Name: \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ (O) \_\_\_\_\_  
Email (1) \_\_\_\_\_ (2) \_\_\_\_\_

**Purebred Miniature Australian Shepherd a.k.a. North American Miniature Australian Shepherd**

Identifying Name of Puppy: \_\_\_\_\_ Whelping Date: \_\_\_\_\_  
Gender: \_\_\_\_\_ Color: \_\_\_\_\_ Identifying Markings: s \_\_\_\_\_  
Purchase price \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_ Balance Due \$ \_\_\_\_\_  
(Minimum deposit of \$200 required, deposit is Non-Refundable & Non-Transferable.)  
Payments Received: Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Method: \_\_\_\_\_  
Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Method: \_\_\_\_\_  
Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Method: \_\_\_\_\_  
Anticipated date of pick up or shipping: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Blue Moon Mini Aussies is dedicated to the improvement of the Miniature Australian Shepherds as well as providing an outstanding pet and companion. The intent of this contract is to...

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1. Assure that the dogs produced from this breeder will receive appropriate care and will be protected from indiscriminate breeding, so that the outstanding qualities of health, structure and temperament are enhanced.
2. Protect the BUYER and the SELLER by providing detailed information regarding all aspects of adopting a puppy from Blue Moon Mini Aussies.

Blue Moon Mini Aussies guarantees that this puppy is purebred and can be registered NAMASCUSA and/or AKC. Registration is not required and is the BUYER'S choice. *However, Blue Moon Mini Aussies is a registered kennel name. If the puppy will be registered, SELLER requires the name of Blue Moon to precede the chosen name of the puppy on the registration papers.*

All puppies/dogs are sold as PET only. (This DOES NOT imply they are not show/breeding quality dogs.) A Pet Contract requires the puppy to be spayed or neutered before they reach six months of age, or as determined by the BUYERS licensed veterinarian. In the event the pet is bred resulting in a breach of this contract, BUYER agrees to pay the sum of \$2,000 to the SELLER within thirty (30) days of litter whelping date.

SELLER does not guarantee size or eye color. The BUYER understands that the SELLER has no control regarding the future temperament, habits, and appearance of the dog, and hence does not warrant such.

**Deposit**

A \$200 NON-REFUNDABLE deposit is required to hold your puppy. Puppy must be paid in full, and all monies cleared prior to pick or delivery of the puppy. If the puppy is being shipped, payments must be cleared by 7 weeks of age. The first deposit received from a BUYER will place a puppy *on hold* until full payment is received. When a puppy is chosen and a deposit and/or advance payment has been received that puppy is not longer offered potential BUYER'S so any and all advance payments are non-refundable. Deposits hold your choice of puppy until seven (7) weeks of age. If payment is not received in full the deposit is forfeited and someone else may adopt chosen puppy. Puppies will be released to their new homes after eight (8) weeks of age.

**Payment Options**

Payments are accepted through Pay Pal (verified transfer and additional 4% fee for amount transferred), Cash, Personal Check (must clear first), or Money Order. If payment plan arrangements are needed, an alternative agreement can be reached between the BUYER and the SELLER. If there should be any dispute with transfer of funds or clearing payment, any fees incurred will be the responsibility of the BUYER.

**Care of Puppy**

The BUYER shall maintain the puppy in good condition, including adherence to a regular immunization schedule, worming treatment, heartworm preventative as recommended by a licensed veterinarian as well as providing good diet, and a clean and safe environment.

Should the BUYER'S situation change in that he/she can no longer care for this dog, he/she must notify the SELLER immediately. The SELLER will take the dog back (transportation costs are BUYERS expense) and/or assist in finding a suitable home for it. At no time will this dog be surrendered to a shelter or humane society. And under NO circumstances shall the BUYER sell the puppy to any individual or establishment in the business of buying and selling dogs neither for a profit, nor to any research institution where medical experimentation or other practices take place. No exceptions.

**Pick Up/Delivery/ Shipment of Puppy**

If a verbal agreement and deposit has been received on a puppy prior to 8 weeks of age, the BUYER is required to schedule a date of transfer by the time the puppy is 9 weeks old. If the puppy has not been picked up/delivered/shipped by 9 weeks old, an additional fee of \$5.00 per day will be charged.

If a verbal agreement is reached and a deposit placed to purchase a puppy after they have reached 9 weeks of age, it is the BUYERS responsibility to pick-up the puppy within 7 days. After 7 days, an additional fee of \$5.00 per day will be charged.

\*Shipping/Delivery (at BUYERS cost) - in some circumstances the daily fee will be waived due to coordinating schedules for both the BUYER and the SELLER.

Under no circumstances will a puppy be held without a deposit received within 3 days of a verbal agreement regardless of the age of the puppy at time of the verbal agreement.

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**Shipping**

When shipping any puppy, via ground or air, the pet's health and safety is always of the utmost importance and number one concern. The best route and all flight plans will be determined, however quality will be considered over cost. All shipping costs related to any dog being purchased, as well as in relationship to any dog being replaced for any reason, are the responsibility of the BUYER. These expenses include, but are not limited to additional vet expenses as required by state or country regulations, airline approve shipping crate, mileage and airline shipping costs. BUYER must have all funds for said puppy paid in full to SELLER 7 days prior to shipping. If the shipping schedule is altered due to BUYER'S circumstances, after shipping arrangements have been completed, BUYER will assume additional expenses, if any. BUYER agrees that if funds for shipping and purchase are not received seven (7) days of shipping date, unless prior arrangements have been made and agreed to in writing by both parties, BUYER will forfeit all rights to the puppy. Deposits are non-refundable.

Blue Moon Mini Aussies shall not be responsible for death of said puppy/dog due to negligence or carelessness of any airline or other live animal carrier, it' agents, employees, or the BUYER. Once puppy has left SELLER'S care it is the responsibility of the BUYER.

**Registration**

All Puppies will be eligible for registration through NAMASCUSA. Papers will be provided to the BUYER when they are provided to the SELLER. SELLER is not responsible for delays in paperwork from the parent club.

**Recommendations**

SELLER strongly recommends that the BUYER attend obedience classes with puppy and provide proper socialization opportunities after all immunizations have been given. SELLER shall not be held responsible for acts of puppy destruction due to BUYER'S negligence as it is the BUYER'S responsibility to provide a safe and secure environment. It is also recommended that BUYER provide their pet with proper collar and identification tags and microchip identification.

**Additional Notes:**

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All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement, written or oral.

BUYER has read and understands the foregoing and agrees that all parts of this contract constitute a binding agreement with SELLER. If either SELLER or BUYER takes legal action regarding this contract, action shall be initiated in Crow Wing County MN the county of SELLER'S residence and any and all legal fees or court costs shall be the responsibility of the party found to be at fault.

BUYER agrees that this contract is non-transferable.

I, the undersigned, have read and understand the statements contained and agree to abide by same. I further understand that if I violate any part of said contract, the entire contract will be null and void.

SELLERS Signature: \_\_\_\_\_

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

BUYERS Signature: \_\_\_\_\_

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

**Health Guarantee**

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Three (3) Day Health Guarantee:

The SELLER guarantees this dog to be in good health at the time of purchase. The puppy will be wormed and have current vaccinations appropriate for the age of the puppy before being released to new owner.

The BUYER is required to take the dog to a licensed veterinarian for a thorough exam and any necessary shots within 72 hours of receipt of the dog (excluding weekends). If the dog is found by a licensed veterinarian to be genetically imperfect or have severe health problems the BUYER will have three options:

1. Keep said puppy, assuming all costs for its care.
2. If requested in writing, return said puppy, at BUYER'S expense, for a full refund of purchase price. Purchase price will only be refunded after SELLER'S receipt of the veterinarian's written statement regarding the health of said puppy, and the return of the puppy to Blue Moon Mini Aussies. BUYER will have 24 hours from the time of said vet visit to provide the written report from the licensed examining veterinarian.
3. No refund and can choose a new puppy from the existing or future litters.

\*The SELLER reserves the rights to have a second veterinarian evaluate the dog's condition within seven (7) business days following receipt of the animal before any refund/exchange will be issued. The additional veterinary cost will be assumed by the SELLER should the puppy be unhealthy, and if the puppy is healthy, the BUYER will assume the cost.

SELLER is not responsible for any veterinary bills, transportation charges, or other expenses incurred by the BUYER. A refund for the amount of purchase price of the puppy does not include any shipping charges or vet bills.

The SELLER will not accept a claim for a preventable or treatable illness. Common parasites, fleas, ticks, worms, coccidia, etc. are not cause for a refund of monies as they are treatable.

This guarantee will expire three (3) days after BUYER takes possession of said puppy, excluding weekends.

One (1) Year Health Guarantee:

SELLER guarantees that the puppy is free of hereditary defects to the best of his/her knowledge and will guarantee the puppy to be free of any genetic defect(s) for 1 year from the date of birth. If a licensed veterinarian finds that this dog has genetic defect(s), excluding MDR1, BUYER will have two options:

1. Keep said puppy, assuming all costs for its care.
2. If requested in writing, BUYER may return the puppy, at BUYER'S expense, to Blue Moon Mini Aussies. SELLER agrees to replace the dog with one of equal value when one is available. No refunds will be made, only exchange of the dog. In the result of a replacement puppy agreement, it is BUYER'S responsibility to provide proof that diseased puppy has been examined and diagnosed by two non-affiliated veterinarians prior to the last day of the one (1) year guarantee period, and twenty-four (24) hours from the time of said vet visit or no exchange will be made. SELLER is not responsible for any veterinary bills, or other expenses acquired by the BUYER.

The SELLER will not accept a claim for a preventable or treatable illness.

The SELLER will not accept a claim for MDR1. This can be treated and avoided by using recommended products and medications.

BUYER agrees to limit the dog's exposure to other dogs or places of risk until all veterinary recommended vaccinations have been administered. Such exposure voids this health guarantee.

The BUYER agrees to provide this dog with necessary veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations. Failure to do so will void this health guarantee.

Guarantees only apply to the original BUYER, unless the SELLER has been notified in writing of the transfer of ownership and provided with updated contact information. If the puppy is physically injured in any way by BUYER all guarantees are forfeited. BUYER is responsible that their puppy will not be hurt, injured or neglected in any way.

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**Nutritional Guarantee**

Because we believe so strongly that nutrition plays a very big part in the health of an animal, we are offering a \*Five Year Replacement Puppy Guarantee. Should you choose this, the guarantee stipulates that the puppy must be fed "Life Abundance Nutritional System" which includes food and supplements for their entire lifetime. The reason we have chosen to offer this option to our guarantee, is because so many dogs and cats are acquiring serious life threatening health risks through poor diet and vitamin deficiency. We believe that these products provide the optimum nutritional benefits ensuring good health and longevity for the dog, which is why we are willing to stand behind this guarantee. If your Miniature Australian Shepherd does not reach at least 5 years of age, due to nutritional deficiencies, you will be eligible to get a free replacement puppy of equal value.

In regards to hereditary defects, there are never any guarantees that a dog would be free of a genetic disorder from past generations. But since we may not know if there are any potential weaknesses in a dog, we believe that the diet and lack of vitamins can exasperate these conditions if found. Therefore by providing the dog with quality food and supplements, we are hoping to reduce the chance of these potential weaknesses from hindering their quality of life, should this ever occur.

\*Five Year Replacement Puppy Information: - this guarantee does not include the vet check, CERF exam, shots, worming, transportation, carrier, vet fees or other fees. This Five Year Free Replacement Puppy Health Guarantee is for the nutritional health of your Miniature Australian Shepherd, and does not cover accidental death, neglect, abuse, or injuries that your dog may sustain while being a part of your family. We believe that Life's Abundance Pet Food and Supplements are a great combination to provide your dog with optimal health, so that your Mini Aussie can live a long and happy life with your family! This Five Year Free Replacement Puppy Health Guarantee can transfer to new owners (if you are unable to care for your dog), when no lapse in the use of these products occurs, and notification of transfer of ownership is provided to the SELLER.