

# Zink Ranch's Mini American Shepherds Puppy/Dog Contract

The following agreement is between Zink Ranch Mini American Shepherds - Jenny Zink (breeder), Hereafter referred to as "Seller," and \_\_\_\_\_, hereafter referred to as "Purchaser."

Date of contract: \_\_\_\_\_

Breed: Miniature American Shepherd.

Color: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_

Eye Color: Left Eye - \_\_\_\_\_ Right Eye- \_\_\_\_\_ (Eye color is not guaranteed to stay the same)

Puppy's Call Name: \_\_\_\_\_

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

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

This puppy is sold for the price of \$ \_\_\_\_\_ and under the following terms:

Non-Refundable Deposit of \$ \_\_\_\_\_ paid via \_\_\_\_\_

Balance due before puppy leaves the seller is \$ \_\_\_\_\_ paid via \_\_\_\_\_

The Seller transfers all rights, privileges and responsibilities associated with the ownership of the male / female to Purchaser as of the date and time specified below.

The puppy/dog is purebred and can be registered, and is being sold as **PET ONLY**: This pup/dog is sold as a pet , meaning that you will not be able to register a litter of pups from this animal.

## **Neuter / Spay Agreement**

*Purchaser agrees to neuter/spay the puppy before it reaches one year of age. It is understood by all parties to this agreement that this puppy of the above specified description is of pet quality. Purchaser acknowledges and agrees that this puppy will be registered by limited registration. Depending on the below paper agreement, you will receive puppies papers, after proof of a spay/neuter is sent to the Seller. In the event that the Purchaser does not have the puppy properly neutered/spayed, any offspring issuing from this pet only, puppies are **not** eligible for registration with MASCA, ASDR, NAMASCUSA, AKC or any other registry.*

## **Papers**

- \_\_\_\_\_ Have been provided on the day of possession of the puppy/dog.
- \_\_\_\_\_ Will not have papers issued, but note that the pup comes from registered parents.
- \_\_\_\_\_ Will be provided after the purchaser provides proof that the puppy has been spayed or neutered and has been mailed or emailed to the Seller. At that time, the Seller will mail the papers to the purchaser.
- \_\_\_\_\_ Papers have been sent off to the association, but have not been sent back to seller yet. As soon as the papers arrive, they will be mailed to you.

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1. Seller agrees to provide shot and worming records for puppy.
2. Seller guarantees the above puppy to be in good physical and mental condition and free from disease **at the time of sale**. Purchaser agrees to have the puppy examined by his/her own veterinarian within **3 working days following possession by Purchaser**. Puppy must be fed the food provided by the seller for the first week at home, then slowly transitioned to a quality food or any problems resulting from poor diet will void this contract. If any sign of illness is found within the 3 working day time frame, the Purchaser must contact the Seller **immediately**. The Purchaser may elect to keep the puppy and assume **all costs** for its care, or may return the puppy immediately for a refund less the deposit (please understand that the deposit made on the puppy is non-refundable), and upon the Seller's receipt of the Veterinarian's statement regarding the puppy's health. Return will be at Purchaser's expense. This is to protect the Purchaser as well as the Seller. Seller's intent is that the Purchaser will both be 100% satisfied with his/her purchase and understand that when dealing with live animals, some things are beyond human control. Please understand that worms, diarrhea from change in diet, change of environment or travel stress, etc. can be expected in a new puppy.
3. The Purchaser is encouraged to take the puppy to obedience class as soon as possible after the 3<sup>rd</sup> puppy shot or when the veterinarian states it is safe, socialize the puppy early and not encourage traits which are cute in a puppy but not in an older dog such as nipping, tugging on pants, shoe strings, etc. The first two years are especially important
4. Seller does not guarantee that the eye color of the puppy will stay the same. Seller does not guarantee what the size the puppy will be at adulthood, the seller can only tell the purchaser the size of the parents. Some puppies will grow larger or smaller than their parents.
5. Many herding dog breeds (including Mini Aussies) are afflicted with a mutation of the multi-drug resistance (mdr1) gene. This gene encodes a protein (P-glycoprotein) that is responsible for removing certain drugs and toxins from the brain. Dogs that carry the mdr1 genetic defect cannot rid their brains of the problem drugs. The result is a neurotoxic buildup that can cause abnormal neurological symptoms and/or death. Please read the MDR1 print out in your folder and be aware of this possible genetic defect and what drugs could be a problem.
6. Once purchaser has obtained the puppy, **all veterinary bills, registration fees or any other expenses is the responsibility of the purchaser**. In the event that the purchaser cannot keep the puppy, The Seller will consider taking the puppy back after an in depth discussion with the purchaser. If Seller decides to take the puppy back, please understand that seller may or may not be able to refund any of the purchase price. This will be discussed on a case by case basis, and please understand that the deposit made on the puppy is non-refundable.
7. The Purchaser certifies that the puppy will live with the Purchaser, be confined by a fenced yard or other agreed upon arrangement, and will have adequate exercise, nutritious food, and necessary health care including yearly vaccinations.
8. The Purchaser and family shall treat the puppy in a humane and loving way at all times, and make sure that anyone temporarily caring for the puppy shall do the same.
9. The Purchaser certifies that he/she is not acting as an agent in this purchase and under **no circumstance** will this dog ever be sold, leased, or given to any breeder, pet shop, research lab, shelter, pound or similar facility.
10. If at any time in the life of the dog the purchaser is unable to keep this dog, Purchaser is to contact Seller to discuss finding the dog a new home. Seller will either take back the puppy/dog or try to assist purchaser in finding a new home for the dog.
11. This contract is non-transferable. Should Purchaser relinquish ownership of the puppy, for any reason this contract shall be null and void.

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12. Although there are no plans at present to stop breeding Mini Aussies/Mini Americans, the above guarantees are valid only so long as Seller is breeding said dogs. Should Seller cease breeding said dogs, for any reason, this contract will become null and void. In the event of any legal action it shall be filed in the Sellers jurisdiction. This contract is made and signed by both the Seller and the Purchaser for the well-being of the said puppy.

Zink Ranch will provide the purchaser with a puppy packet that includes:

1. Registration Papers (if applicable)
2. A sample of the puppy food that the pup has been on since 4 weeks of age.
3. Shot record of puppy.

Seller's Kennel Name: Zink Ranch

Seller: Jenny Zink

Seller's Phone: 405-590-4798

Seller's Email: [zinkranchaussies@gmail.com](mailto:zinkranchaussies@gmail.com)

Seller's Website: [www.zinkranch.net](http://www.zinkranch.net)

Seller's Signature: \_\_\_\_\_

We have read and understand the puppy questionnaire and take full responsibility for this puppy. We the undersigned have read, understood and agree with the terms of this contract.

Purchaser Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_