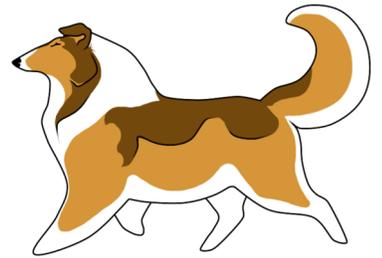


Caublestone Collies

933 Rialto Drive, Montgomery, Alabama 36117
334-303-4548 / caublestone@charter.net / www.caublestone.com



Companion Sales Contract & Agreement

This contract is between **Diane Cauble**, *Caublestone Collies*, hereinafter referred to as BREEDER and _____ hereinafter referred to as PURCHASER(s).

Purchaser(s) Information:

Address:

Contact Information:

Email:

Breeder agrees to sell Purchaser(s) the following collie:

Date of Birth:

(Variety) / **(Sex)** / **(Color)**

Sire:

Dam:

The consideration for this sale is for the sum of \$ _____ and the conditions to be performed by the Purchaser(s) as hereafter set forth.

1) The Purchaser(s) agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this collie parasite free and up-to-date with inoculations, proper nutrition, which consists of a good quality professional feed given at regular intervals, and fresh water available at all times. The Purchaser(s) promises to provide a safe environment for the collie, and never allow the collie to roam freely without proper fencing or supervision; and never use a chain or other means of tying out as a primary or temporary form of containment. The primary containment method will be a secure fenced yard with a reasonable exercise area. **The Breeder strongly recommends that the collie be micro-chipped or tattooed in order to facilitate return if lost or stolen.**

2) The Breeder guarantees this collie to be of sound health and temperament at the time of this sale. The Breeder will provide American Kennel Club registration papers. If not received from AKC by date of sale, then the Breeder will mail papers to Purchaser(s) upon receipt.

The Breeder reserves the right to use the kennel name "Caublestone" as the prefix on the registered AKC name of the puppy.

A health record of all shots, wormings, and a copy of the eye check from a certified veterinary ophthalmologist, will be provided to the Purchaser(s). The Purchaser(s) agree to take this collie to a licensed veterinarian of choice within 72 hours for a physical examination. Should the collie be determined to be in ill health, the cause of which is clearly attributable to the Breeder, the collie may, upon signed written diagnosis from said veterinarian, be returned for refund of the purchase price.

The Breeder will assume no responsibility if this collie is given Ivermectin, Immodium or any of the collie-sensitive drugs and suffers an adverse reaction. No other guarantees are given as many factors influence growth and development,

such as diet, exercise, weight gain, *etc.* The Purchaser(s) assumes the responsibility to carry on with the proper care of said collie.

3) The Purchaser(s) agrees not to use this collie for breeding at any time and agrees to have it spayed/neutered at the age recommended by their veterinarian. **The spay/neutering shall be done by the time the collie is one (1) year old.** This collie will be sold on limited AKC registration (meaning no litters may be registered with AKC). **A receipt showing the spay/neuter from the veterinarian will be sent to the Breeder.** **If, after a one (1) year old, the Breeder, after communicating with the Purchaser(s), comes to the conclusion that the collie will not be spayed/neutered, then the Purchaser(s) shall return the collie immediately without refund and any costs to the Breeder.**

4) The Breeder has an open door policy. Knowing that life, relationships, and situations can change, at any time in the future, if the Purchaser(s) can no longer keep/take care of the collie, the Breeder is to be notified as soon as possible and returned to the Breeder. The Breeder may resume full ownership of the collie or locate a new home. Refunds, if any, will be at the discretion of the Breeder. The collie will be returned at the expense of the Purchaser(s) with AKC registration papers, medical records, and this contract. **Under no circumstances will the collie be sold, leased, traded or given away to any pet shop, research laboratory, animal shelter or rescue.** The Breeder reserves the right to approve/prohibit any transfer of this animal to a third party. At times, the Purchaser(s) may have a suggestion as to a new home. The Breeder and Purchaser(s) will discuss the matter before any placement is made.

5) The Purchaser(s) agrees to contact the Breeder immediately if any questions or concerns arise such as housing, diet, health or training. The Purchaser(s) agrees to keep the Breeder informed of any major health treatment as it occurs. This provides the Breeder with an opportunity to follow up and gives important feedback and information on health for future generations.

6) It is understood at the time of sale that this is a companion collie and it is a representative of its breed. It is structurally and temperamentally suited as a companion pet. There are dog related activities that you may feel your collie may excel in and want to pursue, *i.e.*, agility, rally, obedience, therapy, *etc.* Training/obedience classes are recommended for a happy relationship between the collie and family.

THE PARTIES AGREE THAT the preceding paragraphs contain conditions established to ensure the well being of the collie, AND TO uphold and maintain the reputation of quality that *Cablestone Collies* has established over the years. The Purchaser(s)'s agreement will continue for the collie's life **AND THE BREEDER WILL HAVE THE RIGHT TO ENFORCE THE AGREEMENTS.** Should any of the conditions of this contract not be met or maintained by the Purchaser(s), the Breeder will send written notice for the Purchaser(s) to immediately surrender the collie to the Breeder. No refund will be given to the Purchaser(s). The Purchaser(s) will sign the AKC registration papers transferring ownership back to the Breeder, surrender the collie, the AKC registration papers, and this contract back to the Breeder. If the Purchaser(s) fails to return the collie when requested to do so in writing for failure of contractual obligations, the Breeder reserves the right to immediately repossess the collie, the AKC registration papers (signed by the Purchaser(s) transferring ownership back to the Breeder), and this contract. The Breeder reserves the right to pursue any and all other remedies as provided by law, including pursuit in a court of law of return of the collie to the Breeder, compensatory damages, attorney fees and court costs. Any and all costs sustained by the Breeder in pursuing action against the Purchaser(s) for failing to adhere to the terms of this contract will be the responsibility of the Purchaser(s).

Agreed: Breeder: _____ **Date:** _____
Diane Cauble

Purchaser: _____ **Date:** _____

Purchaser: _____ **Date:** _____