

MALIBU MAR BORDER COLLIES

DIANNE O'ROURKE

2121 Corral Canyon Road

Malibu, Ca 90265

310-456-6075

corralrunner@gmail.com

Registered Name: MALIBU MAR

Date of Birth: _____ **Sex:** _____

Dam: _____

General Description of puppy: _____

Buyer Information:

Name(s) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home Phone: _____ **Cell Phone:** _____

Email: _____

_____ (hereafter known as Buyer) has reserved a male/female show/performance quality Border Collie puppy by paying a fee of \$_____ to Dianne O'Rourke (hereafter known as Breeder or Seller) to be received prior to delivery of said Border Collie.

A **\$500** good faith, non-refundable deposit will be due to the Breeder immediately. Upon receiving the **\$500**, either paid by PayPal or money order, with all additional processing fees paid by Buyer, the puppy will be considered 'sold'. All puppies are honestly evaluated and picked according to each Buyer's stated needs and preferences. If the Breeder feels there is not a suitable puppy available for the Buyer, the Buyer will have the option of waiting for a puppy from a future breeding or receiving a full refund of their deposit. If the Buyer declines a suitable puppy (as determined by the Breeder), the original deposit is forfeited to the Breeder to offset further placement costs. The Breeder reserves the right to terminate this reservation at any time by returning the \$500 deposit. The \$500 deposit will be put towards the entire purchase price, excluding shipping expenses.

For the purpose of this contract, "show/performance quality" refers to a puppy that, when properly trained and socialized, is capable of successfully completing a conformation championship title and one or more performance title(s).

All puppies are wormed and, unless otherwise discussed with the Breeder, given their first puppy vaccinations before they go to their new homes. In the case of an older dog (greater than 8 weeks) the puppy/dog will be current on all vaccinations. All health records will be sent to the Buyer.

The Buyer is responsible for the cost of registering the puppy. The Breeder will submit the registration papers to the AKC. The permanent registration certificate will then be transferred directly to the Buyer from the Breeder.

If the puppy is to be shipped, all shipping charges will be paid by the Buyer including but not limited to cost of fuel to and from the airport, airfare, insurance, and health certificate. The Buyer is responsible for supplying an airline-approved crate of an appropriate size (as determined by the airlines, complete with two dishes attached to the crate door) to the Breeder prior to the shipment of the puppy. The Buyer will be expected to meet the flight and take immediate possession of the puppy. If the Buyer is dissatisfied with the puppy, the Breeder is to be notified and the puppy returned within 72 hours, freight and insurance prepaid. The original purchase price of the puppy (less the deposit) will then be refunded. The Buyer's total liability in that case is limited to the deposit, health certificate, shipping charges and insurance both ways.

Health/Training

The buyer agrees to the following:

To have the puppy's hips x-rayed when the puppy turns 24 months of age, to submit those x-rays to the Orthopedic Foundation For Animals (OFA) for evaluation, and to inform the Breeder of the OFA result. The Buyer agrees not to breed the puppy before the puppy turns 24 months of age, has been certified clear of joint problems (via OFA certification) and Canine Eye Registration Foundation (CERF) tested normal by a board certified Veterinary Ophthalmologist within the current year that the puppy is to be bred. The said puppy is guaranteed not to be affected by CEA/CH/CL and TNS DNA genes.

Not allow dog to partake in any stressful exercise until the dog reaches at least 14 months. (i.e. jumping over elbow height, running on concrete) If it is found that this has taken place the guarantee for hip dysplasia is null or void.

To keep dog at a healthy weight for dog's entire lifetime. If it is found that dog is 10 plus pounds overweight, this will be considered abuse and the hip dysplasia guarantee is null or void.

The Buyer of a said puppy may, at the Buyer's discretion, spay/neuter the puppy **after the age of 6 months however**, Breeder must be contacted prior to the spay/neutering. Proof of the spay/neuter must be supplied to the Breeder via a licensed Veterinarian's written report.

It is strongly recommended that Buyer enroll and complete, in a minimum of one puppy training class.

If this puppy achieves a Versatility Championship title (an award given by the AKC Border Collie parent club - the Border Collie Society of America, Inc.) the Breeder will pay a refund of \$100.00 to the Buyer. Proper care, attention and love are also necessary for the puppy to mature mentally and physically.

Breeding

The Buyer is required to consult with the Breeder before breeding the female puppy or using the male puppy at stud. The Buyer is further encouraged to supply to the Breeder names, addresses and telephone

numbers of all puppy buyers resulting from the breeding(s) of said puppy. This is requested to allow the Breeder to follow the youngsters' progress as family pets, show competitors, etc. and to monitor their health and breeding program: thereby protecting their heritage.

The Buyer of a female said puppy agrees that, if and when said puppy is bred, no puppies resulting from this breeding will knowingly or intentionally be sold, transferred or furnished to any institution for the purpose of medical experimentation, or be sold, transferred or furnished to any commercial breeder, pet store, dealer, broker, any buyer residing in a country where no animal welfare laws are in effect and/or where dogs are commonly used for food and/or furs, or to any buyer who has been known to sell a dog to any country where no animal welfare laws are in effect and/or where dogs are commonly used for food and/or furs. If this event happens, the Buyer agrees to pay to the Breeder a \$5000.00 penalty fee per occurrence and the puppy will be repossessed by the Breeder.

Protecting the puppy's future

If, at any time, the Buyer decides not to keep this puppy for reasons other than those stated in this contract the Breeder MUST be contacted and the puppy returned. If Buyer wishes to rehome the puppy, the Breeder will be more than happy to assist in finding a good home for the puppy. A new contract that will protect the best interest of the puppy shall be executed between the Buyer, the Breeder and the new owner(s), a copy of which is to be given to each party.

The Buyer agrees not to co-own, sell, or give this puppy to anyone residing in a country where no animal welfare laws are in effect and/or where dogs are commonly used for food and/or furs, or to anyone who has been known to sell a dog to any country where no animal welfare laws are in effect and/or where dogs are commonly used for food and/or furs. If this event happens, the Buyer agrees to pay to the Breeder a \$5000.00 penalty fee.

The Buyer agrees to make provisions to provide this puppy with a safe and loving home in the event the Buyer should die or become physically unable to care for this puppy and to provide such information to the Breeder. If the Buyer is unable to make such provisions, neglects to make such provisions, or the new owner(s) unable or unwilling to take possession of the puppy, the ownership of the puppy shall revert, and the puppy returned to the Breeder gratis. In this case, the Buyer agrees that the Breeder will be sole Executor for this puppy. (The Breeder strongly suggests that this stipulation be included in the Buyer's will along with the Breeder's name address and phone number, that family members be informed of this stipulation and that they be given the Breeders name, address and phone number.)

Buyer must remain in contact with the Breeder and to send photos and progress reports of to the breeder a minimum of 3 times per year.

If, at any time, the Buyer is found to be abusive or fails to provide adequate care (including but not limited to providing fresh food and water daily, adequate shelter and proper veterinary care), the Breeder may repossess the puppy.

If the puppy is repossessed by the Breeder, for any cause as stated in this contract, the Buyer agrees to be responsible for any return shipping expenses (including but not limited to the Breeder's travel expenses). The Buyer also agrees to sign the registration papers and give them to the Breeder at the time the puppy is repossessed. The Breeder will not be held responsible for any expenses incurred by

the Buyer for any reason, and at no time will the Breeder refund the purchase price except as stated in this contract.

Both parties agree that this contract is being entered into and is to be performed in the State of California. This contract is to be interpreted under the laws of the State of California. If litigation becomes necessary in order to enforce the terms of this contract, both parties agree to bring such litigation in the County of Los Angeles in the State of California. Further, both parties agree that this contract satisfies minimum contracts with the State of California and therefore agree to be subject to the jurisdiction of the Courts of the State of California. If litigation is brought in any other forum, the party bringing such action is liable for the cost of the other party's defense (including, but not limited to, reasonable attorneys' fees and all travel expenses) regardless of the outcome of such litigation. If any portion of this contract should be determined to be unenforceable in a court of law that portion shall be severed and the remainder of this contract shall remain binding.

In the event of any problems or concerns, I ask that you contact me by phone, letter, or e-mail to discuss them. I want my puppy buyers to be happy with their **Malibu Mar Border Collie**.

MY INTEREST IN YOUR PURCHASE DOES NOT END WITH JUST THE SALE

I/WE HAVE READ AND UNDERSTAND THE TERMS OF THIS CONTRACT AND I/WE HEREBY AFFIX MY/OUR SIGNATURE (S) TO ACKNOWLEDGE AGREEMENT WITH ALL STIPULATIONS AS SPECIFIED ABOVE.

 By checking this line, it constitutes my electronic signature. Signed copies are still due to the seller with in 7 days of the date from which the electronic copy was sent. If the Buyer sends two signed copes back, the Seller will return one signed copy back to the buyer for their records.

BREEDER

BUYER

Signature of Breeder

Dianne O'Rourke

Print Name

2121 Corral Canyon Road

Address

Malibu, Ca 90265

City, State, Zip

310-456-6075

Phone Number

corralrunner@gmail.com

E-mail Address

Date

Signature of Buyer(s)

Print Name(s)

Address

City, State, Zip

Phone Number

E-mail Address

Date