

Neigeppearl White Shepherds  
Brooke Taylor  
[www.whiteshepherd.com.au](http://www.whiteshepherd.com.au)  
Ph: 0414 578 733



## PUPPY SALE / PARTNERSHIP AGREEMENT / GUARANTEE

Neigeppearl Kennels will sell and the puppy buyer ("Buyer") will purchase, a puppy hereinafter referred to as "Puppy", for full payment of \$\_\_\_\_\_ ("Agreed Price"). Note: Any additional charges associated with the sale of the pup, including but not limited to shipping, boarding or export requirements, will be paid for in advance by the Buyer.

Puppy's Kennel (registered) Name: \_\_\_\_\_

Sire's Name # \_\_\_\_\_

Dam's Name # \_\_\_\_\_

Puppy's Date of Birth: \_\_\_\_\_ Colour of Puppy: \_\_\_\_\_

Microchip Number: \_\_\_\_\_

Status:

- Pet Only 'A' (*purchased already de-sexed*)
- Pet Only 'B' (*must be de-sexed before 6 months of age*)
- Breeding 'C' (*to comply with Breeders Terms outlined in Clause 8*)
- To be Determined at a Later Stage 'D' (*Pet or Breeding status to be made by Neigeppearl at a later date, though should the Puppy be determined a Breeding dog subject to a litter, Terms outlined in Clause 8*)

Buyer's Name: \_\_\_\_\_

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

Suburb: \_\_\_\_\_ State: \_\_\_\_\_

Post Code \_\_\_\_\_ Home phone number: (\_\_\_\_) \_\_\_\_\_

Mobile Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Positive Identification: \_\_\_\_\_  
(*Driver's Licence ID - if unable to be verified in person by Neigeppearl*)

Name of Local Council/Shire: \_\_\_\_\_

1. Neigepearl Kennels certifies that the puppy has been regularly wormed, is free of parasites, had its first vaccination, been micro-chipped and is registered with the *Australian White Swiss Shepherd Council*.
2. By signing this Agreement, the Buyer acknowledges that they are the primary carer of the Puppy and they are responsible for the day to day care of the Puppy.
3. The Buyer agrees that until it is de-sexed (and written veterinary certification provided of such), the Puppy is owned in partnership by the Buyer and Neigepearl Kennels in equal shares.
4. The Buyer agrees to update Neigepearl Kennels of any change of their address or telephone number.
5. The Buyer agrees to use best endeavours to ensure the Puppy is provided with a safe and healthy environment, including but not limited to:
  - (a) Keeping the Puppy on an adequately fenced property;
  - (b) Ensuring that the Puppy receives proper care and attention;
  - (c) Ensuring that the Puppy is adequately socialised;
  - (d) Ensuring that the Puppy is supplied with proper and sufficient food, water and shelter;
  - (e) Ensuring that the Puppy receives adequate exercise.
  - (f) Having the Puppy health-checked by a registered Veterinarian within 48 hours of purchase;
  - (g) Regularly worming and heartworming the Puppy and take appropriate measures to keep the Puppy free of any other parasites;
  - (h) Within the first year of purchase, participate in obedience classes with the Puppy and do their best to advocate a sound, stable and confident temperament;
  - (i) Advise Neigepearl Kennels and provide Veterinary confirmation should the Puppy develop any genetic condition or disease.

## 6. Restrictions

- (a) The Buyer has no rights to transfer ownership or control of the Puppy to another person or entity without the express written consent of Neigepearl Kennels. For the avoidance of doubt, the Buyer cannot sell, give away or transfer material control and care of the puppy to another party without the express agreement of Neigepearl Kennels. Should the Buyer no longer be able to care for the Puppy, they must return the Puppy to Neigepearl Kennels who will find the Puppy a suitable new home.
- (b) A Puppy selected as "Breeding" or "To be Determined at a Later Stage" cannot be desexed without the express written consent of Neigepearl Kennels.
- (c) Under no circumstances can the Puppy be mated or inseminated unless as outlined in this Agreement and under the supervision of Neigepearl Kennels.

## 7. Genetic Guarantee

- (a) The Buyer agrees to check via x-ray, the hips and elbows of the Puppy between the age of 12 to 18 months under the guidelines of the *Australian White Swiss Shepherd Council* to check for the presence of hip/elbow dysplasia.
- (b) The Buyer agrees to forward the results to Neigepearl Kennels when results become available.
- (c) If the Puppy is diagnosed with a severe genetic condition, such as crippling hip dysplasia between the age of 12-18 months old and diagnosed when x-rayed, and would require constant medication to keep it comfortable, Neigepearl Kennels will replace the Puppy with another or refund the full or part purchase price (depending on severity of the condition) provided that:
  - i) The Puppy has never been used for breeding and is desexed;
  - ii) The Puppy has not been excessively over-exercised, been kept obese/overweight, been injured or allowed to jump excessively or done anything to cause or exacerbate the condition;
  - iii) After the above certifications/reports have been provided, and both Neigepearl and the Buyer mutually agree that the Puppy is better off euthanized, a Veterinary certificate to that effect must be provided to Neigepearl to confirm the euthanasia has taken place. At that point, the Buyer will be paid a refund of the Agreed Price they paid for the dog.
  - iv) If Neigepearl Kennels elects to grant a replacement puppy instead of the refund, the Buyer may:
    - a. Choose a puppy of equal quality from any of our litters (subject to availability)
    - or;
    - b. Pay the difference in price if the Buyer desires a more expensive puppy.

## **8. Breeders Terms**

### **8.a. Females**

The following conditions apply to a female Puppy that has been classified as suitable for breeding by Neigepearl Kennels and has fulfilled all breeding requirements, such as hip/elbow x-raying (done at 12-18 months old).

- (a) The Buyer agrees to make available the Puppy and cooperate with Neigepearl Kennels to produce one litter (consisting of at least three live puppies surviving to four weeks of age). To achieve this:
  - i) the Puppy must be mated (either naturally or via artificial insemination) with a stud dog chosen by Neigepearl Kennels and under the supervision of Neigepearl Kennels a minimum of two (2) times before the Puppy reaches the age of three years old;
  - ii) if required, the Puppy must be made available for progesterone testing and other procedures as deemed necessary by Neigepearl Kennels;
- (b) Once successfully mated or inseminated, unless otherwise agreed by Neigepearl Kennels in writing, the Puppy will return to Neigepearl Kennels and remain there for the management of the litter, from the time she is 1 week before whelping her puppies, until the puppies are 8 weeks of age;
- (c) Unless otherwise agreed by Neigepearl Kennels in writing, puppies from the litter will remain with Neigepearl Kennels until they are eight weeks of age;
- (d) After one litter has been produced, the original cost of the Puppy ("Agreed Price") will be refunded to the Buyer in cash or via the Buyer's nominated bank account, within 7 days of the puppies reaching 8 weeks old.
- (e) The Buyer agrees all puppies produced from the litter are the property of Neigepearl Kennels; with screening for homes being chosen by Neigepearl Kennels and sold subject to Neigepearl's Puppy Sale Agreement and Guarantee.
- (f) In circumstances where the Buyer and Neigepearl agree for the Buyer to raise resulting puppies at their own property, this agreement must be in writing and terms of such an arrangement agreed to by both parties before a mating goes ahead. Roles, responsibilities and financial aspects to all be discussed and mutually agreed to and put in writing for clarity for all parties.
- (g) After one (1) litter has been produced in accordance with this Agreement, the Puppy shall be desexed (at the cost of the Buyer).
- (h) Should the Buyer and Neigepearl Kennels mutually agree to make the Puppy available for a further litter after one litter has been produced, this will be agreed to in writing.
- (i) Should Neigepearl not wish to use the Puppy for any (or further) breeding, the Buyer agrees to desex the Puppy within 90 days of such notice.

### **8.b. Males**

The following conditions apply to a male Puppy that has been classified as suitable for breeding by Neigepearl Kennels and has fulfilled all breeding requirements, such as hip/elbow x-raying (done at 12-18 months old).

- (a) The Buyer agrees to make available the male Puppy to Neigepearl Kennels for breeding purposes.
- (b) For allowing the Puppy to contribute to our breeding program, the Buyer will be paid 50% of the stud fee of a successful mating resulting in a minimum of 3 live puppies. The stud fee is classified as the sale price of the highest priced puppy the mating produces.
- (c) When a litter has been produced and the pups have reached 8 weeks old, the stud fee shall be paid to the Buyer in cash or via the Buyer's nominated bank account.
- (d) The Buyer will not mate (or provide sperm from) the male Puppy to facilitate breeding with any dog that has not been approved in writing by Neigepearl Kennels.
- (e) The Puppy or resulting offspring may not be registered with any other organisation, unless an arrangement has been made in writing beforehand with Neigepearl Kennels.
- (f) Should the Buyer and Neigepearl Kennels mutually agree to make the Puppy available for a further litter after one litter has been produced, this will be agreed to in writing.
- (g) Should Neigepearl not wish to use the Puppy for any (or further) breeding, the Buyer agrees to desex the Puppy within 90 days of such notice.

## **9. Rebates**

- (a) For any Australian National Kennel Council (ANKC) sporting title achieved on the Puppy, a \$100 rebate will be given to the Buyer for each titled gained by the Puppy throughout its life.
- (b) A copy of the official title certificate must be received by Neigepearl in order for the rebate to be paid into the Buyer's nominated bank account.

**10. Breaches**

- (a) In the case where the Buyer has not made the Puppy available to Neigepearl for breeding as per in Clause 8.a. (Breeders Terms – Females) or 8.b. (Breeders Terms – Males) by the time the Puppy reaches the age of three years old, the Buyer agrees to pay Neigepearl Kennels the sum of \$2,500, payable within 90 days of the Puppy’s third birthday, to compensate for the lost opportunity of a litter and breeding program progression.
- (b) The Buyer acknowledges that any breach of this agreement will mean full ownership of the Puppy reverts back to Neigepearl Kennels. The Buyer must return the Puppy to Neigepearl Kennels immediately and cover all costs associated with the return of the Puppy.
- (c) If Neigepearl Kennels receives evidence that the Puppy has been subjected to any form of abuse, neglect or mistreatment, it will immediately report the matter to the RSPCA for further action. Neigepearl Kennels will take immediate possession of the Puppy and ownership will revert to Neigepearl Kennels immediately and absolutely.
- (d) The Buyer agrees that they will pay all legal costs associated with enforcing any aspect of this Agreement.

**11. Additional matters**

- (a) This Agreement shall be governed by and construed in accordance with the law of Victoria and each of the parties hereby submits to the non-exclusive jurisdiction of the Victorian Courts.
- (b) Neigepearl Kennels makes no warranties or guarantees, express or implied, other than those expressed in this Agreement or required by law.
- (c) This Agreement comprises the entire agreement between the parties in respect of its subject matter.
- (d) This Agreement is between Neigepearl Kennels and the Buyer and is not transferable or assignable to a third party.

**12. Severability**

- (a) If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**DECLARATION:**

*By signing this Agreement, I certify that I have read and understood all of the above clauses and will act in accordance with them at all times.*

<p><b>Buyer:</b></p> <p>Name: _____</p> <p>Signed: _____ Date: _____</p>
--

<p><b>Neigepearl Kennels (Brooke Taylor)</b></p> <p>Signed: _____ Date: _____</p>
---