

# Moonlight Australian Shepherds Hall Of Fame Kennel #24

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Menifee, CA 92584  
909-926-0794  
[www.moonlightaussies.com](http://www.moonlightaussies.com)

This animal is being sold on the following terms and conditions:

\_\_\_\_\_As a show and or breeding quality animal with no disqualifying faults and full ASCA/AKC registration. If animal is a male, seller retains two breedings for any bitches owned or leased by Moonlight.

\_\_\_\_\_As a pet quality animal with limited ASCA/AKC registration. This animal will be spayed before the age of 8 months. Papers will be issued upon proof of spay.

1. Seller hereby guarantees that said dog is free from the following:

- A. Any disqualifying faults as listed in the Australian Shepherd Club of America breed standard if the said puppy is of show or breeding quality. If this dog should develop a disqualifying fault which has not corrected itself by the attained age of one (1) year. Seller retains the right to personally examine said dog should a disqualifying fault develop.
- B. The canine disease of hip dysplasia. If said dog is found to be dysplastic (by an x-ray taken by a qualified veterinarian and rated as dysplastic by O.F.A.).
- C. Any hereditary eye defects. If said dog is found to have such a defect (upon examination by a qualified veterinary ophthalmologist).
- D. If said dog develops any of the above problems a replacement dog will be given to the original purchaser in exchange for said dog's registration papers and certification from a qualified veterinarian that said dog has been spayed, neutered or destroyed. If said dog is to be destroyed, guarantee is valid only if prior approval is given to the seller. Seller will replace puppy within one year with an equal quality or better puppy of the **same color and sex**.

2. Said dog must be x-rayed and cleared by OFA and by a certified ophthalmologist of any eye defects by the age of 30 months. If said dog is used for breeding before the age of 24 months, it has been radio graphed and certified clear of hip dysplasia by the Orthopedic Foundation For Animals, or without an ophthalmologist's clearance within a year preceding the breeding, this guarantee is null and void. NOTE; all guarantees become null and void when the animal is 30 months of age.

3. If the above dog is a SHOW female than the following conditions shall apply. All females must be eye cleared yearly for eyes by a veterinary ophthalmologist and be normal/normal before breeding. Females must have permanent OFA certification prior to breeding. Said bitch shall not be bred before the age of two or after the age of 8 with a maximum of one litter per year or a maximum of 6 litters in a lifetime. Should bitch be bred back to back the bitch shall be rested for two heats and bred on the third following or a minimum of one and one half years in-between litters. The SHOW male must also meet the ASCA/AKC breed standard and all breedings must be done with the best interest of the breed in mind. Violation of this portion of the contract will result in a five thousand dollar per litter penalty or all ownership registration papers signed over and the animal returned to the seller with no reimbursement.

4. If the above dog is a male than the following conditions shall apply. All males must be eye cleared yearly by a veterinary ophthalmologist and be found normal/normal before breeding. Males must have permanent OFA certification prior to breeding. Said male shall not be bred before the age of two and not to a female that has not been x rayed and found clear of hip dysplasia. The female must also have an OFA (or equivalent) number and have her eyes certified normal/normal by a veterinary ophthalmologist yearly. The female must also meet the ASCA/AKC breed standard and all breedings must be done with the best interest of the breed in mind. Violation of this portion of the contract will result in a five thousand dollar per litter/occurrence penalty or all ownership registration papers signed over and the animal returned to the seller with no reimbursement .

4. This dog's registered name (appearing on the top of this contract) will remain the same and shall not have any other prefix or suffix what-so-ever.

5. Said dog is hereby guaranteed to be in good health and free of any illness or disease for a period of 48 hours after purchase. If said dog should require veterinary attendance within this 48 hour period, seller agrees to pay for all reasonable veterinary expenses upon receipt of a statement from attending veterinarian that the disease or illness was contracted during or prior to said 48 hour period. Seller demands to be notified immediately, should any illness or disease be detected so a decision may be made on how to proceed with the veterinary treatment. If the seller is not notified **IN ADVANCE** of treatment, seller will not be obligated to pay veterinary expenses. This guarantee **DOES NOT** extend payment to payment for veterinary attendance for treatment due to negligence, mistreatment or accident to said dog, or for regular veterinary examination or shots.

6. Seller retains the right of first offer of purchase should the purchaser decide to sell said dog at a later date. Purchase price shall be fair market value at the time of the sale determined by how much they have sold other animals for in the past. Should the buyer and seller not be in agreement the fair market value shall be set by three breeder judges. Show dogs shall remain intact for breeding. Violation for not giving first right of refusal to seller shall be a fine of \$2500.00.

7. If the animal described in this contract is found in any way to be abused physically or mentally, not receiving proper veterinary care, or is kept without shade, water, & food, than the ownership shall be forfeited back to the seller along with all registration papers signed over with the proper signatures. Failure to do this will result in a fine in the amount of \$5,000 for a show breeding quality dog and \$1,000.00 for a pet quality puppy. The original contract shall have the determination if this animal was sold as a pet or show prospect.

Purchaser is aware that all deposits are non-refundable

If either party is forced to take legal action to enforce any part of this contract, action shall be initiated in the county of Seller's residence, and any legal fees and court costs shall be the responsibility of the party found to be in default.

SIRE:

DAM:

DATE OF BIRTH:

LENGTH OF TAIL:

LOCKED:

BODY COLOR:

EYE COLOR -LEFT:

RIGHT:

DATE OF SALE:

SALE PRICE: \$

BUYER :

TELEPHONE :

EMAIL:

SELLER: CHARMAINE MELTON, 33440 LINDENBERGER ROAD, MENIFEE, CA 92584

TELEPHONE: (909) 926-0794

DATE PUPPY DELIVERED:

PUPPIES NAME : MOONLIGHT'S

SELLER \_\_\_\_\_ DATE:

BUYER \_\_\_\_\_ DATE: