

THIS INSTRUMENT PREPARED BY:  
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**CONTRACT FOR SALE AND PURCHASE OF DOG(S)**

MELANIE ALFONSO, of 38165 Taylor Road, Myakka City, Florida 34251, hereinafter referred to as "Seller" and \_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as "Buyer", hereby agree that the Seller shall sell and the Buyer shall buy the following dog(s) upon the terms and conditions hereinafter set forth:

- 1a. Description of Dog(s): \_\_\_\_\_ (\_\_\_\_\_) Mini/Toy Australian Shepherd(s) Female/Male (circle one). Size of the dog(s) cannot be guaranteed.
- b. Age of Dog(s): \_\_\_\_\_ (\_\_\_\_\_) months.
- c. Name of Dog(s): \_\_\_\_\_.
2. Purchase Price and Method of Payment. The purchase price of the dog(s) is \$ \_\_\_\_\_, payable as follows:
  - a. Deposit: \_\_\_\_\_.
  - b. Balance due upon delivery: \_\_\_\_\_.
3. Time for Acceptance. If this contract is not executed by the Seller and Buyer on or before \_\_\_\_\_, the aforesaid deposit shall be, at the option of the Buyer, returned to him and this agreement shall be null and void. The date of contract, for purposes of performance, shall be regarded as the date when the last one of the Seller and Buyer has signed this contract.
4. Closing Date. This contract shall be closed and the dog(s) delivered on or before \_\_\_\_\_, 20\_\_\_\_.

5. Documents. Upon receipt of written verification from a veterinarian that the dog(s) have been neutered, the Seller will deliver to Buyer National Stock Dog Registry (NSDR) or American Stock Dog Registry (ASDR) documents for the dog(s) described herein. Under no circumstances shall Buyer breed the dog(s).

6. Default. If the Buyer fails to perform the covenants of this contract and/or fails to close this transaction without legal cause, the Seller shall retain the deposit paid by Buyer as the agreed liquidated damages in full settlement of all claims and demands of Buyer. In the event Seller shall fail to perform the covenants of this contract and/or shall fail to close this transaction without legal cause, the Buyer shall have all legal and equitable remedies provided. The prevailing party in any litigation shall be entitled to reasonable attorney fees and costs.

7. Risk of Loss. In the event of an illness or injury to the dog(s) prior to closing, the Seller shall have a reasonable time to treat same and if she fails to do so, the Buyer shall have the option of: (1) taking the dog(s) as is, or (2) canceling the contract, and all deposits are to be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability. Between the date of the contract and the date of closing, the dog(s) shall be maintained by the Seller in a condition as existed as of the date of the contract.

8. Entire Agreement. This agreement shall constitute the entire agreement of the parties and no agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

9. Persons Bound. This agreement shall be binding upon the parties hereto, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have fixed their hands and seals on the dates set forth below their respective signatures.

\_\_\_\_\_  
Melanie Alfonso - "Seller"  
Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
- "Buyer"  
Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_