

AGREEMENT TO PURCHASE

| Item | | |
|------|---|---|
| 01 | Seller | Peter Bannister & Gayle Bannister |
| 02 | Seller's Contacts | 30 Paynes Road South Kolan QLD 4670 0479 196 510 info@bestbuddiesbordercollies.com.au |
| 03 | Seller's Breeder Number | Dogs QLD. 4100215922 |
| 04 | Buyer | |
| 05 | Buyer's Contacts | Phone: Email: Address: |
| 06 | Breed | Border Collie |
| 07 | Colour | |
| 08 | Date of Birth | |
| 09 | Sex | |
| 10 | Dam Details | |
| 11 | Sire Details | |
| 12 | Purchase Price | |
| 13 | Deposit | \$400 |
| 14 | Registration | |
| 15 | Additional Cost | \$ 30 Per week, after the Date of Collection. \$ 105 Additional cost for second round vaccinations if the animal is not collected on or before it turns 12 weeks of age. |
| 16 | Date of Collection | |
| 17 | Transport Details | |
| 18 | If applicable, Prefix Name & Number | |
| 19 | Puppy Pet Name | |
| 20 | Pedigree Name 19 characters including spaces | Best Buddies |

Purchase & Deposit

- The Buyer agrees to purchase the animal described within the Particulars of this Agreement on the terms and conditions set out within this Agreement.
- The Buyer agrees that the Deposit is non-refundable after signing this Agreement and will be forfeited should the transaction not proceed, unless the Seller expressly agrees in writing to alter this.
- The Buyer agrees that the Purchase Price must be paid in full, prior to the Date of Collection.
- The Buyer agrees that should the animal not be collected by the Date of Collection, unless agreed otherwise by the Seller, that the Additional Costs will accrue and need to be paid as part of the Purchase Price.

Termination of Agreement

- **This Agreement may be terminated by the Buyer prior to the earlier of:-**

- the Date of Collection; or
- if the animal is being transported, upon the Seller arranging the transport of the animal.

but the Deposit will be forfeited pursuant to clause 2.

- This Agreement may be terminated by the Seller, and the deposit refunded, if for any reason the animal is not fit for sale, travel or any other reason outside the Seller's control.

Conditions

The Seller warrants that:-

- They have a valid Breeders License in compliance with the law and are lawfully entitled to breed and sell puppies in Australia.
- The animal has been bred in accordance with ANKC registration requirement for Pedigree dogs.
- The animal has the registration as stated in the Particulars of this Agreement.
- The animal will have its first round vaccination (C4) on or before 7 weeks of age and proof of vaccinations will be provided to the Buyer upon full payment of the Purchase Price.
- Upon collection from the Seller (including by the transport operator) the animal will be free from fleas, ticks, worms, serious health defects or diseases.
- Upon collection from the Seller (including by the transport operator) the animal will be in a healthy condition as declared by the Seller and/or its veterinarian.
- The animal comes from parents who are correctly DNA tested and will be free from any provable genetic defects (within the reasonable scope of current testing ability).

The Buyer warrants that:-

- They are aware that the animal is a living creature and its development will be subject to a number of external factors. The Seller is only liable and can only guarantee the condition and quality of the animal at the time of collection.
- They will abide by all local and federal laws in relation to the registration, housing and care of the animal post the Date of Collection.
- They will not sell, give away or transfer ownership of the dog without the express written consent of the Seller.
- Should the residential address for the animal change during its lifetime the Buyer will notify the Seller in writing.
- They will not breed or attempt to breed the animal during its lifetime unless written consent is first obtained by the Seller.
- Unless agreed in writing otherwise, the Buyer will have the animal de-sexed within 12 months from the Date of Collection and provide evidence to the Seller of the de-sexing having occurred.

Risk & Title

- Title to and possession of the animal will be given and take effect upon payment of the Purchase Price however the Parties mutually agree that the Seller may elect to retain the Pedigree papers until the animal has been desexed (should the Seller require).
- The parties acknowledge that the dog is at the Buyer's risk from the moment it is collected from the Seller or, in the event that the dog is being transported by a third party, upon handover from the Seller to the transport operator/courier.
- The Buyer is the party solely responsible for any transport costs and damages as a result of delayed transport.

Indemnity

- The Buyer indemnifies the Seller against all claims arising after the collection of the animal:
- any cause relating to the animal;
- the negligent use or neglect of the animal by the Buyer; and
- any person's accidental injury or damage to property caused or contributed to by the animal;
- unless the claim arises from the negligence of the Seller.

General

- This Agreement is governed by the laws in the State of Queensland.
- The Buyer agrees and acknowledges that in executing this Agreement they have not relied on any representation or statement by any of the Seller or by any of the Seller's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

Executed by the Seller

Signed:

Name:

Date:

Executed by the Buyer

Signed:

Name:

Date: