



5014 FM 1500 • Paris, TX 75460

# Border Collie Purchase Agreement

This purchase agreement is for the purchase of a purebred Border Collie ☐ puppy (up to 24 months) / ☐ dog (24+ months), referred to as Canine in this agreement, from Broadmoor Farm.

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ (Purchaser)

and Broadmoor Farm, 5014 FM 1500, Paris, TX 75460 (Seller) agree to the following terms.

## CANINE IS DESCRIBED FOR IDENTIFICATION PURPOSES AS:

Color: \_\_\_\_\_ Coat: \_\_\_\_\_

Canine's name: BF \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Sire/Reg: \_\_\_\_\_ Dam/Reg: \_\_\_\_\_

Gender: \_\_\_\_\_ Registration Organization: ABCA

Eyes: Right: \_\_\_\_\_ Left: \_\_\_\_\_

*\*Eye color may change with maturity of canine. Eye color is not guaranteed.*

Markings: \_\_\_\_\_

Sale Price: \_\_\_\_\_ Due Date: \_\_\_\_\_

Deposit: \_\_\_\_\_ Pd. Date: \_\_\_\_\_

Additional Charges: \_\_\_\_\_

Total Due including Sale Price and Additional Charges, less deposit: \_\_\_\_\_

## TERMS AND CONDITIONS:

### Seller covenants:

\_\_\_\_\_ Seller shall provide up-to-date vaccination and medical records for Canine at the time of delivery of Canine.

\_\_\_\_\_ Seller shall provide ABCA registration papers for Canine within a reasonable length of time to allow for ABCA processing following the final disposition of all puppies in litter (if applicable).

\_\_\_\_\_ Seller represents that Canine is healthy and disease free upon delivery.

\_\_\_\_\_  
\_\_\_\_\_  
Seller agrees to treat Canine for standard parasites (hookworm, tapeworm, etc.) prior to surrender. However, presence of standard parasites is a normal condition in puppies and despite preventative measures may be present upon surrender.

\_\_\_\_\_  
\_\_\_\_\_  
Seller will replace Canine with an alternative puppy/dog of equal value if Canine should become fatally ill or die from a genetic condition within the first twelve (12) months from date of purchase. Qualified veterinarian certification of the genetic condition will be required for Canine replacement.

**Purchaser covenants:**

\_\_\_\_\_  
\_\_\_\_\_  
Purchaser will pay a non-refundable deposit of \_\_\_\_\_ to secure selection rights and hold canine for sale. The deposit will be applied to the final sale price if purchase is completed.

\_\_\_\_\_  
\_\_\_\_\_  
Broadmoor Farm or the abbreviation BF must be used as the first word of the registered name of Canine. Purchaser agrees not to remove Broadmoor Farm or BF from the registered name.

\_\_\_\_\_  
\_\_\_\_\_  
Purchaser agrees to refrain from breeding Canine until a minimum of 24 months of age. Purchaser further agrees that Canine shall not be bred unless it shall first (1) have been x-rayed and certified clear of hip dysplasia by OFA (OFA.org) (2) have been health tested by Optimal Selection or other reputable lab and certified not to carry negative health traits in common with potential mating partner, nor shall Canine be bred to another animal who does not meet these same conditions.

\_\_\_\_\_  
\_\_\_\_\_  
Purchaser agrees to have Canine examined by a licensed veterinarian at Purchaser's expense within 3 days from date of purchase. If the veterinarian does not give the dog a clean bill of health, excluding genetic conditions. Purchaser must notify the seller immediately. Seller reserves the right to have Canine reexamined by Seller's veterinarian at Seller's expense. If Canine is found not to be in good health, Seller will resume possession of Canine. Seller does not accept responsibility for contagious disease diagnosed after 3 days from date of purchase.

Heat stroke, exhaustion, dehydration and other heat-related conditions are not covered in any way.

In the instance of shipping/delivery service, health is guaranteed to the point of surrender by Seller to the shipping/delivery agent. Purchaser acknowledges that diseases and/or parasites may be contracted during shipping, and Seller is not responsible for treatment of these conditions, any resultant damage to Canine or expenses associated with treatment.

\_\_\_\_\_  
\_\_\_\_\_  
Purchaser acknowledges that parasite infestation is rampant and consistent preventative measures must be administered as recommended by a licensed veterinarian. Purchaser agrees to put Canine on a heartworm regimen within 30 days of receipt or as recommended by a licensed veterinarian.

\_\_\_\_\_  
\_\_\_\_\_  
Purchaser shall be responsible for any veterinarian expenses incurred by Purchaser in the care/treatment of Canine.

\_\_\_\_\_  
\_\_\_\_\_  
Purchaser acknowledges no replacement animal shall be provided if Canine's death results from accident, abuse, neglect or lack of proper medical care even if the ultimate cause of death is genetic.

\_\_\_\_\_  
\_\_\_\_\_  
Purchaser agrees to treat Canine in a humane fashion, providing proper food, housing, training, and medical care.

## Rehoming/Surrender/Recovery

\_\_\_\_\_ Purchaser agrees, should it become necessary to rehome Canine, Seller has first rights of return at 50% of the purchase price less a \$300 quarantine fee.

\_\_\_\_\_ If at any time Purchaser is unable to keep or care for Canine, Canine must be returned to Seller. Canine may not be transferred or sold by Purchaser, euthanized, or surrendered to a shelter. Seller will endeavor to place Canine as advantageously as possible. If a purchase price is obtained for Canine, Purchaser will be refunded the rehoming fee in an amount up to 50% of the original purchase price, less any expenses associated with the transfer.

\_\_\_\_\_ Purchaser agrees not to surrender Canine to any animal shelter. Should surrender become necessary, Purchaser shall contact Seller, who will make any necessary arrangements for the return of Canine to Broadmoor Farm. Under these circumstances, Purchaser shall receive no compensation or remuneration for Canine.

\_\_\_\_\_ Purchaser agrees that Seller or Seller's assigns have the right to the recovery of Canine should proper care not be provided and that should such recovery efforts be required no remuneration shall be made to Purchaser for Canine. Purchaser shall surrender all rights to Seller and shall sign any necessary paperwork to legally register Canine in Seller's name. Seller's opinion is the only authority required to justify the recovery of Canine. Testimony of other people will not supersede Seller's judgment.

\_\_\_\_\_ Compensation to Purchaser for Canine upon return to Seller for any reason shall be up to 50% of the original Sale price as identified herein unless otherwise stated herein, less any expenses associated with the return/recovery of Canine.

## Disputes/Breach/Resolutions

\_\_\_\_\_ In the event of any breach of the **Rehoming/Surrender/Recovery** section of this agreement or Purchaser subjects Canine to abuse, neglect, or lack of proper medical care, or allows Canine to be subjected to same, or creates a situation wherein Canine is subjected to same, Purchaser agrees to pay Seller \$10,000 per breach.

\_\_\_\_\_ In the event of any dispute, action, or proceeding concerning the terms or conditions of this agreement, or in any other manner related to this agreement, whether or not legal suit is filed, Purchaser shall be required to pay all attorneys' fees and costs in addition to other damages.

The agreements, as expressed in this document, include the entirety of agreements between Purchaser and Seller. No other warranties or guarantees, expressed or implied, are made under this contract except as stated above.

With the signatures below, Purchaser and Seller enter voluntarily into this agreement.

Purchaser:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller:

Broadmoor Farm/Jolie Estes

5014 FM 1500

Paris, TX 75460

Phone: 972-467-7273

Email: [Jolie@BroadmoorFarmTX.com](mailto:Jolie@BroadmoorFarmTX.com)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_