

CONTRACT/SALES AGREEMENT

All parties identified and referred to as Breeders/Sellers, and Buyers, voluntarily enter into and agree to all terms stated in this contract as witnessed by their signatures. This contract contains the entire agreement between the parties. There are no other agreements or understandings between the parties other than what is expressed in this contract. This contract can only be amended by mutual agreement of all parties and in writing only. The terms within this contract are intended to benefit the canine, the Breeders/Sellers and the Buyers.

The following constitutes a contract/sales agreement between the Breeders/Sellers: _____ having an address at _____, and the Buyers: _____ having an address at _____ Phone: Home _____ Cell _____ E-mail address _____, in regards to described canine. These terms are entered into and agreed upon by all parties.

Breed: _____ Canine call name: _____ Name to be registered: _____ AKC Registration Number: _____ Litter Reg. No. (if not individually registered) _____ Date of Birth: _____ Micro Chip No.: _____ Color/Markings: _____ Sire: _____ Sire's AKC Registration Number: _____ DNA# _____ Dam: _____ Dam's AKC Registration Number: _____ DNA# _____

____ This canine is being sold as show potential with full registration and breeding rights.
____ This canine is being sold as pet companion with limited registration and no breeding rights. This canine must be spayed/neutered at Buyer's expense and proof of spay/neuter must be presented to the Breeders/Sellers. Registration papers will be given or transferred when proof of spay/neuter is presented to the Breeders/Sellers.

The purchase price for this canine shall be \$_____. Buyers shall either take deliver of the canine at Breeders/Sellers address or arrange for delivery at Buyers' sole expense. The purchase price must be paid in full prior to AKC registration papers being signed off by Breeders/Sellers and transferred to Buyers. All canines purchased from the Breeders/Sellers must be registered with the American Kennel Club (AKC) and be in compliance with all AKC rules and regulations.

Breeders/Sellers warrants, to the best of their knowledge, this canine is free of contagious diseases and has been delivered to the Buyers with vaccinations and deworming appropriate for the canine's age. Buyers shall have _____ working days upon possession to take the canine to the veterinarian of Buyers' choice and at Buyers' sole expense for a full examination/check-up. It is hereby understood and agreed to by the Buyers that said canine is not and will not be guaranteed against any condition that is minor, correctable or a breed related minor condition. Within the above mention time period the Buyers have the privilege of returning the canine to the Breeders/Sellers for a replacement canine or refund (not to exceed the purchase price) if the veterinarian certifies through diagnostic evaluation, and provides evidence of such in writing that the canine is suffering from a debilitating illness not brought on by Buyers neglect or abuse. If a debilitating illness is found, within above mentioned time period, the Buyers are to inform the Breeders/Sellers immediately with the necessary documentation, test results and diagnostic evaluations from the veterinarian. The Buyers will then meet with the Breeders/Sellers and discuss the next course of action. Any and all transportation charges are the responsibility of the Buyers. All registrations and ownership papers must accompany the canine upon return to the Breeders/Sellers. Should the Breeders/Sellers and the Buyers agree the canine will remain with the Buyers than any and all costs of treatment becomes the sole responsibility of the Buyers. The Breeders/Sellers will always have the final say!

Breeders/Sellers make no representations or warranties that the canine is of any specific quality or characteristics. All other warranties other than those provided herein, whether written, oral or implied and whether of merchantability or fitness for any particular purpose are hereby expressly disclaimed. Buyers acknowledge that they have selected the canine pursuant to their own examination and not in reliance upon any representations by the Breeders/Sellers.

The Breeders/Sellers guarantee to the Buyers that this canine is a purebred, and can be registered with the American Kennel Club. The Breeders/Sellers further guarantee this canine is the offspring of the identified sire and dam, and that all pedigrees are true and accurate.

Buyers please read and initial space provided next to each term listed below. Should you choose not to initial any term listed below this contract shall be null and void!

_____ The Buyers will immediately notify the Breeders/Sellers of any change in address, phone numbers (home and cell), or e-mail address.

_____ The Buyers agree to care for this canine properly and in the manner that is customary for professional breeders, including, but not limited to, appropriate and necessary feeding, veterinarian care, socialization and hygiene.

_____ The Buyers agree to allow the Breeders/Sellers access to this canine at any time to inspect the canine's safety, health, care, and environment.

_____ The Buyers agree that this canine will be housed indoors and will not be kept in unsanitary living conditions or abused in any manner.

_____ The Buyers agree that this canine is first and foremost, a companion animal and will be treated as such, and not as a commodity or kennel dog.

_____ The Buyers agree that a bitch will not be bred before she is twelve months of age or her second heat cycle; and a dog will not be used for stud before he is twelve months of age.

_____ The Buyers agree that as part of the purchase price the Breeders/Sellers will receive _____ puppy/puppies back from this canine or reserve stud rights of _____ stud services from this canine.

_____ The Buyers agree that under no circumstances shall they allow this canine to be used in any unethical breeding practices.

_____ The Buyers agree under no circumstances will this canine be destroyed, sold, abandoned, given to a third party or placed in any rescue shelter, or animal testing facility. This canine is not for resale or placement without written permission from the Breeders/Sellers. This canine must remain living in the household of the Buyers and will not even be placed with any other family member without the written permission of the Breeders/Sellers.

_____ The Buyers agree that should it become necessary for any reason to place or sell this canine, first right of refusal shall be offered to Breeders/Sellers either by phone, written letter or e-mail.

_____ The Buyers understand and agree that not all veterinarians are created equal, and will make every attempt to locate and use a reputable veterinarian that is competent in the brachycephalic breed.

_____ The Buyers agree not to sue the Breeders/Sellers, and to pay any and all court fees, attorney fees, and travel costs, incurred by the Breeders/Sellers should any suit be brought against the Breeders/Sellers in regard to this canine by any persons.

_____ The Buyers claim NOT to be an agent of any pet shop, puppy broker, commercial breeding kennel, or animal laboratory.

If the Buyers are ever convicted of animal abuse, cruelty, or neglect by any city, town, township, village, parish, county, state, federal agency, or the American Kennel Club, or is charged with violating any AKC rule or regulation, the Buyers forfeit all rights to the above named canine and will immediately remand custody and all ownership to the Breeders/Sellers, accompanied by all papers and records of the canine.

Final decisions of any kind relating to said canine will be made by the Breeders/Sellers in cases where a dispute arises regarding any portion or term of this contract. Buyers agree that in the event that the Buyers breach ANY portion or term of this contract, the remainder of the contract will be considered null and void and the Breeders/Sellers shall have the right to repossess the canine with no consideration of refund, credit, or replacement to the Buyers. If this occurs, the Buyers shall immediately relinquish all rights of ownership and possession, including all papers and records, to the Breeders/Sellers at the Buyers' expense; including but not limited to any shipping cost, veterinarian fees, attorney and court costs if necessary to enforce this contract and Buyers will not be reimbursed for any investment in said canine. If the Buyers attempt to hide said canine, or destroy it and does not surrender all paperwork, the Buyers will be responsible to pay Breeders/Sellers the liquidated damages of three times (3x's) the original purchase price of the canine, plus all costs incurred by the Breeders/Sellers in attempts to collect.

The above portion of this contract is not meant as a means for the Breeders/Sellers to garner any additional profit of this canine from the Buyers, but as a deterrent and penalty for any abuse or neglect the canine may suffer.

This constitutes the entire agreement between Breeders/Sellers and the Buyers, and shall not be amended or modified except by mutual agreement of the parties in written notice to that effect signed by Breeders/Sellers and Buyers. There are no other agreements or understandings between the Breeders/Sellers and Buyers other than what is expressed in this contract.

This contract/agreement shall be governed by, and construed in accordance with the laws of the state and county the Breeders/Sellers reside in at the time any dispute may arise, and remedied in that location as well.

All parties have read and understand the terms of this contract/agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract/Agreement as of the signed date, intending to be legally bound hereby.

Buyer's Signature Date

Buyer's Signature Date

Breeder/Seller Signature Date

Breeder/Seller Signature Date

Witness Date

Witness Date