

# Puppy Sales Contract and Agreement

The following agreement is between the Seller, the Kennel, and (Name of the buyer as expected on registration certificate), hereafter referred to as "Purchaser" for the sale and purchase of one purebred dog of the (breed name) breed.

The total amount paid for the dog is (amount), of which two hundred dollars is a non-refundable deposit.

The Seller transfers in fee all the responsibilities, privileges, and rights associated with owning a (gender of the dog) dog of the (breed name) breed to the Buyer as of the date specified below.

This represents the entire agreement between Seller and Buyer in an (Outright/Co-ownership or Limited Registration) sale.

#### Use of the dog:

It's agreed between the Seller and Buyer that this canine is being purchased as a family companion or for tasks fitting to its breed such as a therapy dog, search and rescue, herding, or AKC conformation and performance events.

We agree that the dog is not purchased for resale, nor will it be used or trained for activities that are illegal or for which it is not suited by reason, temperament, or conformation.

Specifically, it will not be used as a guard or attack dog, or to hunt or fight other animals.

#### Health:

The Seller guarantees the dog to be in a healthy condition and is free from any illness at the time of sale.

Further, the Breeder warrants that both the sire and dam's hips have been evaluated by the Orthopedic Foundation for Animals (OFA) in the US, or by the Appropriate Certifying Body in (country of origin).

The dogs have the grade of "Good" or better by OFA (or the equivalent grade in the country of origin) and are free of canine hip dysplasia. A veterinary ophthalmologist has examined their

eyes and is certified by the Canine Eye Registration Foundation to be free from genetic eye problems.

In case the dog would have any genetic disease which is sufficiently serious after getting checked by two licensed veterinarians, one selected by the Breeder, to authorize euthanization of the dog the Seller agrees to:

- 1. Replace the dog with one of equivalent quality from the first litter bred by the Seller, or at the Seller's option.
- 2. Refund the paid price, minus the non-refundable deposit.

The Breeder strongly encourages Purchaser to have the dog seen by a veterinarian of Purchaser's choice within 72 hours of picking up the dog.

The dog may be returned to the Seller for any reason within 72 hours after the purchase, provided that the dog has not been damaged in any way. The Buyer will then be entitled to a refund of the paid price, less the non-refundable deposit.

### Registration:

The breeder certifies that the dog is eligible for registration under the Regulations of the American Kennel Club as a purebred (breed) and will provide the proper forms for such registration.

The Breeder reserves the right to affix the kennel names (Kennel Prefix) and supply a registry name for the dog.

If the dog is purchased as a pet, limited registration and co-ownership will be provided before neutering.

#### **Ownership Responsibilities:**

The Buyer agrees to keep the dog in a humane environment where the new owner would properly train and care for it. The dog will be properly registered and vaccinated against infectious diseases as recommended by a certified veterinarian.

The dog will only be allowed to roam in a safely fenced yard. The dog will get proper socialization and training. The Seller strongly recommends permanent identification by microchip or tattoo.

## Spay & Neutering:

Female dogs purchased as pets, and canines that are judged not suitable for breeding or conformation events should be spayed before nine months of age.

The Breeder will rebate to the Purchaser one-third of the purchase price, less the non-refundable deposit, upon receipt of a certificate of spay from a qualified veterinarian, provided that the dog has not previously been used for breeding.

## "Show Quality" Dogs:

The Breeder will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet quality.

There is no guarantee that a puppy evaluated as "show quality" will be successful in the show ring as an adult, and no warranties are made to that effect. The Breeder encourages owners to participate in the sport of purebred dogs and may be available to assist Purchasers in preparing and showing dogs that are evaluated to be of show quality.

## **Right of Recovery/Placement:**

If the Buyer won't be able to keep the dog or provide a suitable home as per this contract, the dog will be returned to the Breeder.

The Buyer agrees to notify the Seller if any problem or situational change arises and will not leave the dog in a shelter, sell, or be given away. If the Seller finds out that the dog has been sold or given away without being informed by the Buyer, the Seller will take legal action, and the Buyer who signed this contract will be held responsible for all legal expenses incurred.

| Agreed to this day of 2019 |   |
|----------------------------|---|
| Breeder:                   | - |
| Date:                      |   |
| Address:                   |   |
| Phone/Fax/E-mail:          |   |
| Purchaser:                 |   |
| Date:                      |   |
| Address:                   |   |
| Phone/Fax/E-mail:          |   |