

Stahlrosenhof Kennels
*Puppy Sales **Sample** Contract (Pet / working)*

Agreement made this 01 day of Month 200x, between Janet L. Besanceney of 2521 Crosslane Road, Knoxville, Tennessee 37931, hereinafter referred to as "Breeder", and New Owner of 13912 Some Rd., Anywhere, USA hereinafter referred to as "Buyer".

SAMPLE

Whereas, Breeder offers for sale a working prospect Belgian Malinois, further described as:

Name: "Puppy" von Stahlrosenhof

AKC No. _____ Microchip No. 1312345678A

Sex: Male Date Whelped xx September 200X

Sire: Stahlrosenhofs Quiet Thunder AKC # _____

Dam: De Vel's Behold an Enchanter AKC # _____,

and in as much as Buyer wishes to purchase the above described Belgian Malinois, hereinafter referred to as "Puppy" or "Dog", for the sum of \$ 750.00, Seven hundred fifty dollars.

It is hereby agreed by both the Breeder and the Buyer that the following conditions will be met and that no other warranties or conditions are expressed or implied:

As a show / breeding prospect puppy, Breeder guarantees this Puppy to be free from any physical faults rendering it incapable of performing as a working dog; free of any disqualifying faults as established under the AKC standard for Belgian Malinois; and free of any known genetic health issues as described below.

Breeder warrants that the above described puppy is a purebred dog, registerable with the AKC. Breeder will provide Buyer at the time and date of this contract a true copy of said Puppy's AKC registration slip or litter registration slip.

Breeder guarantees that this Puppy will receive a passing hip certification from the OFA of "good" or "excellent" as set forth by the Orthopedic Foundation for Animals by 28 months of age. If this Puppy fails to receive OFA certification, the breeder reserves the right to have the Dog reevaluated by another veterinarian of the breeders choice. If the Dog is not able to pass OFA certification in a properly positioned x-ray, it will be replaced with a like prospect from the next available litter. If Buyer chooses to keep the original Puppy as a pet, they may do so after written proof of sterilization from attending veterinarian by registered mail. All transportation costs of the original and replacement pup are the responsibility of the Buyer. No replacement will be granted if failure to certify is the result of mistreatment, improper diet, or lack of proper care. No replacement will be given if this Dog has been bred prior to OFA, Penn HIP, or foreign hip certification. No replacement will be sent without a 'failure' letter from OFA. Letters from a resident veterinarian will not be accepted. No replacement will be sent without all accompanying medical records of the original puppy, and a certificate stating that the puppy is otherwise in good health from a certified veterinarian.

Breeder guarantees that this Puppy will receive a passing elbow certification from the OFA of "normal" as set forth by the Orthopedic Foundation for Animals by 28 months of age. If this Puppy fails to receive OFA certification, the breeder reserves the right to have the Dog reevaluated by another veterinarian of the breeders

choice. If the Dog is not able to pass OFA certification in a properly positioned x-ray, it will be replaced with a like prospect from the next available litter. If Buyer chooses to keep the original Puppy as a pet, they may do so after written proof of sterilization from attending veterinarian by registered mail. All transportation costs of the original and replacement pup are the responsibility of the Buyer. No replacement will be granted if failure to certify is the result of mistreatment, improper diet, or lack of proper care. No replacement will be given if this Dog has been bred prior to OFA elbow certification. No replacement will be sent without a 'failure' letter from OFA, indicating diagnosis. Letters from a resident veterinarian will not be accepted. No replacement will be sent without all accompanying medical records of the original puppy, and a certificate stating that the puppy is otherwise in good health from a certified veterinarian.

Breeder guarantees that this puppy will pass a CERF exam and will notify the owner immediately if a problem should arise in one of the above parents. Buyer agrees to have the Puppy CERF examined before the age of Three (3) years. Buyer agrees to notify Breeder immediately if Puppy should fail to pass a CERF exam at any time. Replacement terms will be the same as for the OFA certification. No replacement will be sent without a 'failure' letter from a CERF qualified veterinarian and a statement of PRA diagnosis. The original puppy must be returned to the kennel, or spayed or neutered before any replacement will be sent. All transportation fees are the responsibility of the owner. No replacement will be sent without all accompanying medical records of the original puppy, and a certificate stating that the puppy is otherwise in good health from a certified veterinarian. No replacement will be given if this Dog has been bred prior to CERF testing.

Breeder warrants that said puppy has been properly cared for up to and including the date of this contract, and will provide Buyer with an individual health record for said Puppy.

Breeder agrees that the buyer may for any reason, return said Puppy at any time during its lifetime. Transportation expenses are the responsibility of the Buyer.

Buyer agrees that this Puppy is being purchased as a personal dog and that the Buyer is not acting as a broker or purchasing for a second party. Buyer further agrees that full purchase price of Puppy is due upon taking possession of the Puppy unless other arrangements are made in writing with the Breeder.

Buyer agrees to have the Puppy examined by a veterinarian within 3 business days of taking possession of the Puppy and will send a copy of the medical record to the Breeder. If for any reason the Puppy does not pass examination, or does not meet the expectations of the Buyer **at this time**, the Buyer may return the Puppy, along with all registration papers and medical records, and a replacement or full refund will be granted. No refund or replacement will be given in the event of neglect or abuse.

Buyer agrees to follow the vaccination protocols set forth by the Breeder in the Vaccination Schedule which accompanies this contract. Buyer understands that ANY same type antigen vaccination given to above described Puppy less than 3 (three) weeks apart for any reason will void all terms of this contract.

Breeder will micro chip the puppy before it leaves the kennel. No puppy will be released before it is chipped.

Buyer agrees to properly care for the Puppy upon taking possession, by providing proper shelter, secured environment, high quality food, appropriate training, and maintaining an appropriate vaccination schedule and

annual health exams after 1 year of age.

Buyer agrees to have medical records of Puppy sent to Breeder by certified mail, or some traceable method annually. Buyer further agrees to have the dog x-rayed for OFA certification between 24 and 27 months of age, and a copy of the certificate sent to Breeder. If Buyer has intentions of breeding this dog it will not be bred prior to OFA and CERF certification.

Buyer agrees not to hold the Breeder responsible for any actions taken by the puppy off the premises of the breeding kennels. The Breeder will not be responsible for any damage, acts of aggression or injury to another person or animal caused by the Dog. The Buyer understands that upon taking possession of the Puppy, that the Buyer assumes all responsibility and liability for the Puppy.

Buyer attests that they do not live in a city, county, state, or other jurisdiction where there is breed ban legislation in reference to the Belgian Malinois, Belgian Shepherd Dog, or any variety of the Belgian Shepherd Dog to include Malinois, Terveren, Groenendale, or Lackenois.

If for any reason Buyer decides they want to sell the Dog or transfer ownership, Breeder will have **First Right of Refusal** at a price not to exceed the pet purchase price of the Dog as set by the kennel for the litter of above described Puppy. Breeder will have 10 days to respond or decline.

This puppy must be named according to Kennel policies under one of two approved versions; either { "puppy" von Stahlrosenhof } or { Stahlrosenhof's "puppy" } where "puppy" may be chosen by the Buyer. Any other naming convention will void all terms of this contract.

This Puppy is being sold to the Buyer under **FULL** registration rights under the terms specified by AKC. Violations of this contract will void any guarantees made by the Breeder. The guarantees stated in this contract are not transferable. All correspondence in reference to this contract toward the other party whether Breeder or Buyer will be done by certified or delivery signature confirmation postal mail.

This written agreement consisting of four pages, constitutes the entire agreement between the Breeder and the Buyer. Both parties agree that there are no other terms other than those set forth in this document, and changes cannot, and will not be made unless done in writing and executed by both parties.

Upon signing this contract the Buyer acknowledges that they have read and agree to the terms and conditions of this contract. It is understood that this contract has been entered into in the State of Tennessee and is subject to the laws of that state. It is further agreed that if action is brought on this contract, it shall be brought in the State of Tennessee, Knox County.

I have carefully read this contract and agree to abide by the terms.

Buyer: _____ Date ___/___/___

Breeder: _____ Date ___/___/___

Puppy will be picked up by Owner on: XX Month 200X

Total Purchase Price: \$950.00 (Nine hundred fifty dollars and no cents)

Deposit Amount: \$200.00 Date:

Total Amount Due Upon Signing:\$750.00