

Timeless Keeshonden

Companion Dog / Puppy Sales Contract
and Spay / Neuter Agreement



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ALL COMPANION/PET PUPPIES ARE SOLD WITH LIMITED REGISTRATION and SPAY/NEUTER AGREEMENT ONLY!

This Sales Contract entered into this _____ day of _____, 20____,
between Susan Morton (hereinafter referred to as Seller and/or Breeder) and _____
_____ (hereinafter referred to as Buyer and/or Owner and/or Primary Owner).

In consideration of the sum of \$_____ (US dollars) such being the purchase price and all mutual promises contained herein, Seller promises to and does hereby deliver and agree to transfer ownership of a purebred Keeshond dog, known in the litter as _____ (hereinafter referred to as Dog or Puppy) eligible for Limited Registration with the American Kennel Club. The dog, a male/female was whelped on _____, 20____, sired by Ch. _____, AKC# _____, out of Ch. _____, AKC# _____. All costs of transporting the Dog to the Buyer will be the Buyer's responsibility.

The Dog is sold as a companion and there will be no consideration for breeding. The buyer agrees to have the Dog spayed/neutered before the Dog reaches the age of ten months. A statement signed by the veterinarian that the spay/neuter operation has been performed will be sent to the seller. Any and all offspring produced by this Dog at any time are not eligible for registration with any purebred dog club. Co-ownership will be required prior to neutering.

The registered name of the Dog will be mutually agreed upon by both parties. The name will contain the Breeder's Kennel name of "Timeless". The name will conform to the theme names for the litter and will be mutually agreed upon by Buyer and Seller. The individual registration fee for American Kennel Club registration will be paid by the Seller and the transfer of the AKC registration fee will be paid for the Owner upon receipt by the Seller of the veterinarian's statement of spay/neuter.

The parties named in this contract further agree to these items:

1. The Seller has provided the Buyer with her veterinarian's statement that the Dog is healthy at the time of sale. At the Buyer's discretion, the puppy may be taken to a veterinarian of the Buyer's choosing within 3 (three) days of shipment or delivery. The Seller will be contacted immediately concerning any unusual conditions, parasites not included. The Seller will not be

responsible for veterinarian charges without prior consent. The Breeder warrants that both the Sire and Dam's hips have been X-rayed and evaluated by the Orthopedic Foundation for Animals (OFA) in the United States and have been found to be the grade of "Good" or better by the OFA. Seller guarantees that the Dog will obtain a passing OFA hip rating (Fair, Good, or Excellent) at the age of two years. Buyer agrees that the examination will be done by the age of twenty-eight months and all X-rays will be submitted to OFA for evaluation. Failure to do so voids all hip guarantees. A copy of OFA hip certification must be forwarded to Seller.

In the event of emergence of any genetically derived medical disorder which is attested to by two unassociated veterinarians, Seller will, upon provision of veterinary reports, and where applicable, OFA report, provide the Buyer with one of the following options:

- A. Should Buyer keep the Dog and accept refund, Seller will refund 50% of the purchase price.
- B. Should Buyer keep the Dog and accept a replacement puppy of similar quality, Buyer must pay any shipping or miscellaneous charges associated with transport of a replacement puppy. Seller will provide a replacement puppy of equivalent quality as soon as such a puppy is available to Seller.
- C. Should Buyer relinquish ownership of the Dog to Seller, Seller will refund the purchase price less any shipping and miscellaneous charges necessary for return transportation of the Dog to Seller.

2. The Owner will maintain the Dog at their residence and will be responsible for proper care, including routine veterinary vaccinations, nutritional needs, and any other care necessary to the health of the Dog. It is also agreed that this Dog will not be allowed to run loose outside its Owner's yard and is not to be left outside alone and/or tethered for prolonged periods of time.

3. The Owner agrees to raise the Dog in an environment of love and attention. The Dog will be handled in such a way as to instill trust in people.

4. The Owner is encouraged to attend puppy kindergarten classes and obedience classes with the Dog once vaccinations are up-to-date.

5. Should the Owner wish to sell or dispose of the Dog at any time during its life, the Owner shall first contact the Breeder to give her an opportunity to take the Dog (at no cost). The transfer of the Dog to anyone other than the Breeder must be approved in writing by the Breeder. The parties named in this contract may mutually agree to sell the Dog to a third party. The Dog will be neutered/spayed prior to placement at the expense of the Primary Owner. A contract which will protect the best interest of the Dog shall be executed between the parties named in this contract and the new owner. This contract will be approved by both the Primary Owner and the Breeder.

6. The Dog will be spayed/neutered prior to ten months of age. Once proof (i.e. written veterinarians letter and copy of the bill for the procedure) is submitted to the Breeder, a refund of \$25 (twenty-five dollars) will be sent to the Owner (providing there are NO outstanding monies

still owing to the Breeder from the Buyer). If the Buyer fails to neuter/spay this puppy and provide proof to the Seller by one year of age, rights and ownership of the Dog will automatically terminate and revert back to the Seller who may immediately assume possession of the Dog. Seller's reasonable attorney's fees for recovery of the dog will be paid by Buyer. It is understood by all parties to this agreement that the Dog is of Companion quality. Purchaser acknowledges and agrees that this puppy will be registered by Limited Registration. In the event the Buyer does not have the Puppy properly neutered/spayed, any offspring issuing from this companion Puppy are not eligible for registration with the AKC or CKC.

7. Buyer swears that he/she is not acting as an agent in the purchase of this Dog, nor will he/she ever sell this Dog to any agent, questionable purchaser, pet store, guard dog business, research facility or any wholesaler of pure-bred dogs. If any dog, including this one being sold now is found to be or have been abused or neglected, then ownership automatically reverts back to the Breeder without any question. If the dog is found to have been sold or given away without Breeder's knowledge and consent, Breeder will take legal action and original purchaser of the Dog will be responsible for all legal expenses incurred.

Upon completing payment, signing this contract and taking delivery of the Dog, the Buyer will sign the AKC Registration Form (Limited) as soon as it is available. Limited Registration does not prevent the Dog from being shown in AKC Obedience or Agility events.

Any and all suits for the breach of, or enforcement of this contract will be brought in the current county of the Breeder's residence and the laws of the state of the Breeder's current residence will apply.

Violations of this contract will result in the Dog being given, gratis, to the Breeder immediately. Costs of transporting the Dog to the Breeder will be the responsibility of the Primary Owner. All registration on the Dog will be signed over to the Breeder. The Dog becomes the property of the Breeder.

Performance Rebates:

The Breeder hereby offers a rebate to the buyer for training the Dog and attaining recognized AKC / CKC titles in accordance with the following schedule:

CGC / TC / TT / BH / HT: \$20 (twenty dollars)

CD / TD / PT / NA / AD: \$20 (twenty dollars)

CDX / TDX / HS / OA / HGH / Sch I: \$30 (thirty dollars)

UD / HI / AX / Sch II: \$50 (fifty dollars)

During the life of the Dog, Buyer and Seller agree to notify each other, within 30 days, of any changes in address or telephone numbers.

Buyer agrees to inform Seller of any titles or awards obtained by the Dog.

By signature below, the Buyer and the Seller affirm that they have read and understand this agreement and will abide by the articles of this agreement.

Breeder: Susan Morton
3117 Mitchell Avenue
Waco, Texas 76708-2664
(254) 753-5478
TimelessKees@grandecom.net

Signature _____ Date _____

Buyer Name: _____
Address: _____

Phone: _____
Email: _____

Signature _____ Date _____