

Timeless Keeshonden

Puppy Sales Contract for Prospective Show & Breeding Bitch
and Co-Ownership Agreement



Susan Morton
3117 Mitchell Avenue
Waco, Texas 76708-2664
(254) 753-5478

TimelessKees@grandecom.net
www.home.grandecom.net/~TimelessKees

ALL SHOW/BREEDING PROSPECT BITCH PUPPIES ARE SOLD WITH A CO-OWNERSHIP AGREEMENT!

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 Primary Ownership of a purebred Keeshond bitch, known in the litter
as _____

(hereinafter referred to as Bitch) eligible for Full Registration with the American Kennel Club.

The Bitch was whelped on _____, 20____, sired by

Ch. _____, AKC# _____, out of Ch. _____
_____, AKC# _____.

All costs of transporting the Bitch
to the Buyer will be the Buyer's responsibility.

The Bitch is sold as a show and breeding prospect. Show and breeding are not mutually
exclusive. If the Bitch is not of show quality, the Bitch is not breeding quality. **There are no
guarantees; either implied or otherwise, that this Bitch will mature into a show/breeding
prospect.**

The registered name of the Bitch 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.

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 Bitch 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 Bitch 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 Bitch and accept refund, Seller will refund 50% of the purchase price.
 - B. Should Buyer keep the Bitch 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 Bitch to Seller, Seller will refund the purchase price less any shipping and miscellaneous charges necessary for return transportation of the Bitch to Seller.
2. The Primary Owner will maintain the Bitch 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 Bitch. It is also agreed that this Bitch 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 Primary Owner agrees to raise the Bitch in an environment of love and attention. The Bitch will be handled in such a way as to instill trust in people.
 4. The Primary Owner agrees to train the Bitch for the conformation show ring. The Owner is encouraged to attend puppy kindergarten classes, obedience training, and handling classes with the Bitch once vaccinations are up-to-date.
 5. The Primary Owner agrees to raise the Bitch as a show prospect until such time as the “Evaluation of Quality” is made, as outlined in item #10. The Bitch will be trained, conditioned, groomed and fed as a show prospect. The Primary Owner further agrees to closely monitor the condition of the Bitch’s diet, coat and skin condition, attitude and overall health.
 6. The Owner will determine which shows the Bitch will be entered in. All show costs and fees are the responsibility of the Primary Owner. Any advertising of the Bitch is at the Primary Owner’s discretion and such costs are the responsibility of the Primary Owner. The Co-owner may be asked to show the Bitch if the Owner cannot attend important specialty dog shows. In this case the Owner would reimburse the Co-owner for reasonable expenses that have been

discussed and mutually agreed upon before the show(s) take place. Photographs of major wins will be paid for by the Primary Owner and a copy sent to the Breeder.

7. Should the Primary Owner wish to procure a handler for conformation showing of the Bitch, Co-Owner must give written approval prior to the dog being shown.

8. Should the Primary Owner wish to sell or dispose of the Bitch at any time during it's life, the Primary Owner shall first contact the Breeder to give her an opportunity to bake the Bitch (at no cost). The transfer of the Bitch 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 Bitch to a third party. If the Bitch is not being sold to be shown in conformation, she will be spayed prior to placement at the expense of the Primary Owner. A contract which will protect the best interest of the Bitch 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.

9. Should the Bitch develop a serious fault by the age of 28 (twenty-eight) months, the Primary Owner will receive \$200 (two hundred dollars) off the price of a puppy from the Breeder. If this should happen the Bitch must be spayed prior to receiving another show puppy from the Breeder. Proof of spaying will be required. A serious fault is defined as: hip dysplasia as diagnosed by the Orthopedic Foundation for Animals, slipping stifles, overshot, undershot, or wry mouth, entirely black or white or any solid color coat, or absence of dark lines which form the spectacles.

10. At an age not earlier than 18 months and not later than 24 months of age, the Bitch will undergo an "Evaluation of Quality". The evaluation will be performed by the Primary and Co-Owner and one other person mutually agreed upon by the owners. The results of the evaluation will be drafted into writing and signed by the Primary and Co-Owners. The "Evaluation of Quality" consists of: structural, movement, temperament, and type evaluation. If the Co-Owner cannot be present for the evaluation, a video evaluation or appointment of another party to act as the Co-Owner's agent will be made. The appointment of another party to act as the Co-Owner's agent must be in writing, signed by the Breeder. If the owners determine the Bitch is not of show quality, the Bitch will be spayed.

11. Breeding of the Bitch must be approved in writing by the Breeder. The Breeder's signature is the only valid signature on the AKC litter application where the Bitch is listed as dam. This remains in effect for the life of the Bitch. This ensures that only dogs of suitable quality, compatible pedigrees, and which have passed a hip evaluation by the OFA can be used in the breeding of this bitch.

12. The following items must be accomplished prior to breeding the Bitch:

- A. The Bitch must be found clear of hip dysplasia by the OFA (Orthopedic Foundation for Animals) and have an OFA rating Good or Excellent. Test results must be provided to the Breeder.

B. The Bitch must be of show quality as determined by the "Evaluation of Quality" outlined in item #10.

C. The Bitch must complete her AKC Championship.

13. Any puppies resulting from the breeding of the Bitch will be sold under contracts that protect the best interests of the puppies. Companion/Pet puppies will be sold under Limited AKC Registration and with a spay/neuter contract. Show and breeding puppies will be sold under contracts similar to this contract. Names, addresses, and phone numbers of the owners of puppies born to this Bitch will be supplied to the Breeder named in this contract.

14. Buyer swears that he/she is not acting as an agent in the purchase of this Bitch, nor will he/she ever sell this Bitch 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 Primary Ownership automatically reverts back to the Breeder without any question. If the Bitch 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 Bitch will be responsible for all legal expenses incurred.

15. The Bitch is nominated for Futurity competition at the _____ Keeshond Club of American National Specialty show. If the Bitch is competitive (as mutually agreed between Primary Owner and Co-Owner) at the time entries are to be submitted, the Primary Owner and Breeder will make every effort to be sure the Bitch competes at this show. The Futurity renewal fees will be paid for by the Breeder and the show entry fees and any fees to facilitate transportation and showing will be paid for by the Primary Owner. If the Bitch competes in Futurity and wins Best in Futurity or Best of Opposite in Futurity, the monetary awards will be split in the following manner: 25% to the Primary Owner and 75% to the Breeder. A photo of the win will be paid for by the Primary Owner and a copy sent to the Breeder.

16. The Buyer is to retain full possession rights and assume full responsibilities and liabilities for the Bitch, unless the Bitch is in the sole possession of the Breeder.

17. Each party to this contract agrees to defend and hold harmless the other parties in the event of any lawsuit brought because of the actions of the Bitch while in the sole possession of that party.

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 Bitch being given, gratis, to the Breeder immediately. Costs of transporting the Bitch to the Breeder will be the responsibility of the Primary Owner. All registration on the Bitch will be signed over to the Breeder. The Bitch becomes the property of the Breeder.

During the life of the Bitch, 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 Bitch.

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 _____