

Timeless Keeshonden

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



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ALL SHOW/BREEDING PROSPECT DOG 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 Dog, known in the litter as _____
(hereinafter referred to as Dog) eligible for Full Registration with the American Kennel Club.
The Dog 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 show and breeding prospect. Show and breeding are not mutually exclusive.
If the Dog is not of show quality, the Dog is not breeding quality. **There are no guarantees;
either implied or otherwise, that this Dog will mature into a show/breeding prospect.**

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.

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 Primary 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 Primary 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 Primary Owner agrees to train the Dog for the conformation show ring. The Owner is encouraged to attend puppy kindergarten classes, obedience training, and handling classes with the Dog once vaccinations are up-to-date.
 5. The Primary Owner agrees to raise the Dog as a show prospect until such time as the "Evaluation of Quality" is made, as outlined in item #10. The Dog will be trained, conditioned, groomed and fed as a show prospect. The Primary Owner further agrees to closely monitor the condition of the Dog's diet, coat and skin condition, attitude and overall health.
 6. The Owner will determine which shows the Dog will be entered in. All show costs and fees are the responsibility of the Primary Owner. Any advertising of the Dog 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 Dog 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 Dog, Co-Owner must give written approval prior to the dog being shown.
8. Should the Primary Owner wish to sell or dispose of the Dog at any time during it's life, the Primary 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. If the Dog is not being sold to be shown in conformation, he will be neutered 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.
9. Should the Dog 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 Dog must be neutered prior to receiving another show puppy from the Breeder. Proof of neutering 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 Dog 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 Dog is not of show quality, the Dog will be neutered.
11. Breeding of the Dog must be approved in writing by the Breeder. The Breeder's signature is the only valid signature on the AKC litter application where the Dog is listed as sire. This remains in effect for the life of the Dog. 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 Dog.
12. The following items must be accomplished prior to breeding the Dog:
 - A. The Dog 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 Dog must be of show quality as determined by the "Evaluation of Quality" outlined in item #10.
 - C. The Dog must complete his AKC Championship.

13. Any puppies resulting from the breeding of the Dog 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 Dog 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 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 Primary 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.

15. The Dog is nominated for Futurity competition at the _____ Keeshond Club of American National Specialty show. If the Dog 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 Dog 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 Dog 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 Dog, unless the Dog 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 Dog 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 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.

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

Artwork is courtesy of Tonia Cormier of Silverado Keeshonden, and is drawn from a photograph of Timeless Tribute to GrayLady owned and loved by Bob and Kelly Nasuti.