

**PURCHASE AGREEMENT**

**1. THE PUPPY/DOG**

Registered name \_\_\_\_\_

Dog's call name \_\_\_\_\_

Sex  Male  Female

Price \$ \_\_\_\_\_  Breed Quality  Upgradeable

Date of birth \_\_\_\_\_

Neutered/spayed  Yes  No  To be, as per paragraph 8.6

Coat color \_\_\_\_\_

Registry \_\_\_\_\_

Registration  Full  Limited  None

Litter/Dog reg. # \_\_\_\_\_

Registration Certificate or Application Form given to Buyer(s):

Yes  No

Reason if withheld \_\_\_\_\_

Sire \_\_\_\_\_

Registration # \_\_\_\_\_

Dam \_\_\_\_\_

Registration # \_\_\_\_\_

**2. THE SELLER(S)**

Name \_\_\_\_\_

Kennel name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Alternate \_\_\_\_\_

E-mail \_\_\_\_\_

The Seller warrants that the Seller is the

sole owner of the dog

50% owner with (specify Co-owner) \_\_\_\_\_

Unless the Co-owner signs at the bottom of this Contract, the Seller is transferring only the Co-ownership to the Buyer.

**3. THE BUYER(S)**

Name \_\_\_\_\_

Kennel name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Alternate \_\_\_\_\_

E-mail \_\_\_\_\_

The Buyer warrants that the Buyer will be the

sole owner of the Dog /  50% owner with (specify Co-owner) \_\_\_\_\_

The Co-owner must sign at the bottom of this Contract.

**TERMS & CONDITIONS**

**4. CO-OWNERSHIP OF BUYER WITH SELLER**

There  will /  will not be a Co-ownership of the Dog with Buyer and Seller. The terms of the Co-ownership agreement will be documented in Addendum A. If no Co-ownership Addendum is attached, there is no Co-ownership agreement and the Dog will be registered in the Buyer's name only.

**5. BREEDING OF THE DOG**

Seller  does /  does not retain breeding rights. Breeding rights will be documented in Addendum B. If no Breeding Addendum is attached, the Seller does not retain any breeding rights.

## 6. CONFORMATION SHOWING OF THE DOG

The Buyer intends to show / does not intend to show the Dog in conformation competition. The Seller does / does not expect the Dog to be shown in conformation competition or other competition (*specify*)

Attach Addendum C if sold as a conformation show prospect.

It is understood that Seller cannot enforce any showing requirements or impose limitations or extra expense on the Buyer. The Addendum expresses the parties' intent.

## 7. WARRANTIES

7.1. As a requirement of the Seller, the Buyer must take the Dog to a licensed veterinarian for a thorough exam, the necessary shots, and medication within ten (10) days from the time of purchase. Any implied health warranty is void if the Buyer does not make a vet visit within the prescribed period of time, even if the visit is optional.

Provided that the Dog is returned to the Seller within thirty (30) days of purchase, and the Buyer furnishes a signed statement from a licensed veterinarian of a medical problem, a full refund will be given to the Buyer within thirty (30) days of return.

7.2. Seller warrants that the Dog is a purebred and that the pedigree is correct and will be provided to the Seller at the time of sale. The Dog is registerable unless the form is withheld as indicated in section 1 above.

7.3. The Buyer understands that the Seller has limited information and control regarding the future temperament, habits, and appearance of the Dog, and hence does not warrant such.

## 8. TREATMENT OF THE DOG

8.1. Regardless of any provisions in this Contract and its Addenda, this Dog is to be kept as a house pet only. Extensive time in outside areas, garage, or tied up outside is not allowed. The Dog is to be kept in the Buyer's living quarters. The Dog will not be used as an attack dog or a guard dog for people, animals, or property.

8.2. It is highly recommended that a professional trainer be consulted to train the Dog and Buyer in the proper handling of the Dog. It is highly recommended that Buyer complete Dog training class(es).

8.3. It is understood by the Buyer that this Dog requires regular bathing and brushing.

8.4. This Dog is never to run off-lead except in a safely enclosed area.

8.5. The Dog is / is not microchipped

Registry \_\_\_\_\_ Registration # \_\_\_\_\_

The Dog is / is not tattooed.

Tattoo location \_\_\_\_\_ Tattoo mark \_\_\_\_\_

Within \_\_\_\_\_ days of this Contract, the Buyer shall / shall not be required to provide permanent identification of the Dog with microchip / tattoo, registered in the name of the Buyer / Seller / both.

Buyer will provide / not provide proof to the Seller.

8.6. It is a requirement of the Seller, that the Buyer may/must have the Dog neutered/spayed no earlier than eight (8) months from the date of this Contract, unless otherwise agreed upon.

Seller's initials \_\_\_\_\_/\_\_\_\_\_  
Buyer's initials \_\_\_\_\_/\_\_\_\_\_

Buyer will provide / not provide proof to the Seller within \_\_\_\_\_ days of alteration.

8.7. The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination.

8.8. The Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides or will reside.

8.9. If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller immediately. This Dog may never be sold or given away to any individual, company, research facility, or group except to the Seller ISSDC Rescue (*Check all that apply.*)

When ownership is transferred, the purchase price is forfeited and the Dog's registration certificate is signed over to the new owner of the Dog. Any other transfer of this Dog without written permission of the Seller shall make the Buyer liable for \$\_\_\_\_\_ in damages, payable upon demand to the Seller.

8.10. All charges relative to the shipping or delivery charges of this Dog to the Buyer are to be assumed by the Buyer.

Seller will deliver / Buyer will pick up / Buyer will send representative \_\_\_\_\_ (*specify name*).

If this Dog is ever returned to the Seller for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate.

## 9. ADDENDA

This Contract has the following Addenda which are part of the Contract:

A. Co-ownership Agreement of Buyer and Seller

B. Breeding Agreement

C. Health Agreement

## 10. CONFLICT RESOLUTION

10.1. **Mediation.** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in paragraph 10.2 is initialed.

10.2. **Arbitration.** If initialed below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State stated in section 13. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State's civil code.

10.3. With the exception stated in paragraph 10.1, in any action, proceeding, or arbitration between Buyer and Seller arising out

Seller's initials \_\_\_\_\_/\_\_\_\_\_  
Buyer's initials \_\_\_\_\_/\_\_\_\_\_

of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

10.3. **Conflict Resolution.** Proper jurisdiction and venue for any dispute arising under this agreement, whether resulting in mediation, arbitration, or any other litigation, is only in an appropriate court located in Pennsylvania.

**11-18 GENERAL CONTRACT TERMS**

11. All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

12. Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by Buyer(s) and Seller(s).

13. This Contract shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania and without reference to any rules of construction regarding the party responsible for drafting this Contract.

14. The Dog shall reside at the address stated in section 3 above. Any changes in the Buyer's or Seller's address must be relayed to the other party within fifteen (15) days of the change.

15. The singular form of Buyer and Seller includes the plural.

16. In the event the laws of the state noted in section 13 require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.

17. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.

18. If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

19. *Buyer acknowledges that they have read and received a copy of this seven page contract.*

**SIGNATURES**

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller's initials \_\_\_\_/\_\_\_\_  
Buyer's initials \_\_\_\_/\_\_\_\_

## ADDENDUM A

### Co-ownership Agreement of Buyer and Seller

This Addendum is a part of the Contract and Bill of Sale dated \_\_\_\_\_ between

Seller(s) \_\_\_\_\_ and

Buyer(s) \_\_\_\_\_ regarding (specify dog's name) \_\_\_\_\_.

A1. Seller agrees to refund the Buyer the sum of \$ \_\_\_\_\_ upon receipt of evidence from OFA/PennHip that the dog(s) hips have been xrayed.

A2. The  Seller's name /  Buyer's name shall be the first on the registration papers of this Dog. The Buyer shall be responsible for registering this Dog, with full cooperation of the other party.

A3. The Seller will relinquish Co-ownership of the Dog upon the occurrence of any one of the following events (check at least one):

upon the Dog reaching \_\_\_\_\_ years of age

upon spay/neuter

hip xrays (OFA/PennHip)

A4. When any event marked in paragraph A3 occurs, the Seller will execute all paperwork necessary to register the Dog in the sole name of the Buyer in a timely fashion.

A5. If the Seller withholds the release of Co-ownership, the Seller is liable for  punitive damages of \$ \_\_\_\_\_ per day /  the sum of \$ \_\_\_\_\_.

A6. Buyer agrees that if dog is to be upgrade to Breed Quality, the sum of \$ \_\_\_\_\_ is to be paid to the Seller and Addendum B then applies.

#### SIGNATURES

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller's initials \_\_\_\_\_/\_\_\_\_\_  
Buyer's initials \_\_\_\_\_/\_\_\_\_\_

## ADDENDUM B

### Breeding Agreement

This Addendum is a part of the Contract and Bill of Sale dated \_\_\_\_\_ between

Seller(s) \_\_\_\_\_ and

Buyer(s) \_\_\_\_\_ regarding (specify dog's name) \_\_\_\_\_.

In the event that referenced dog is upgraded to a Breeding Agreement, the following terms apply.

B1. Buyer agrees to complete health testing prior to breeding at Buyers expense with results provided to Seller. Testing to include, but is not limited to, OFA CERF (eye), OFA Heart, Thyroid, TLI, Hips (OFA/PennHip), OFA Elbows.

B2. If the Buyer wishes to breed the Dog, the breeding cannot be done without written permission of the Seller and all owners of the Dam and Sire.

B3. If the Dog is bred without the Seller's written permission, either by mistake or design, the Buyer shall pay upon demand the sum of \$ \_\_\_\_\_ in damages to the Seller. It is understood that this provision is to protect the integrity of the Seller's Dog bloodlines.

B4. The kennel name of the Buyer shall be used for the registration of the litter and naming of puppies.

B5. All breeding expenses will be 100% responsibility of the Buyer.

B6. The proceeds from the sale of the puppies will go 100% to the Buyer.

B7. Stud Dog exceptions:

Buyer agrees to \_\_\_\_\_ stud service(s) to a female of the Sellers choice. The Seller will be responsible for any fees incurred, or

Buyer agrees to collection and freezing of sperm at Sellers expense.

B8. Bitch exceptions:

Buyer agrees to give pick 2 puppies out of the first (1<sup>st</sup>) litter. The Seller must approve the breeding.

By signing this Addendum B, you are not required to breed your dog, but rather have the option to do so at a later date.

### SIGNATURES

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller's initials \_\_\_\_/\_\_\_\_  
Buyer's initials \_\_\_\_/\_\_\_\_

### ADDENDUM C

### Health Agreement

This Addendum is a part of the Contract and Bill of Sale dated \_\_\_\_\_ between

Seller(s) \_\_\_\_\_ and

Buyer(s) \_\_\_\_\_ regarding *(specify dog's name)* \_\_\_\_\_.

C1. Should puppy be diagnosed before the age of twenty-four (24) months with any genetically derived medical disorder which is confirmed by an unassociated veterinarian, thereby causing Buyer and Seller to agree that puppy cannot ethically be bred, Seller will, upon provision of veterinary reports and where applicable, OFA provide Buyer with the following options:

- A.  Should Buyer choose to keep puppy and accept refund, Seller will refund \$\_\_\_\_\_. Puppy must be spayed/neutered before refund check will be issued and Buyer's veterinarian must provide spay/neuter certificate to Seller.
- B.  Should Buyer choose to keep puppy and accept a replacement breed quality puppy, Buyer must pay pet price of \$\_\_\_\_\_ and any shipping and/or miscellaneous charges associated with transportation of replacement puppy. Upon receipt of spay/neuter certificate and \$\_\_\_\_\_ (pet price), Seller will provide a replacement breed quality puppy as soon as such puppy is available to Buyer.

C2. Exceptions. Mild Hip Dysplasia confirmed by OFA or PennHip Certification

#### SIGNATURES

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller's initials \_\_\_\_/\_\_\_\_  
Buyer's initials \_\_\_\_/\_\_\_\_