

TERRACOTTA KENNELS SALES CONTRACT

Karen Watson - TerraCotta Kennels

20752 Beaver Center Road, Conneautville, PA 16406

phone 814-587-3597; fax 814-587-2597; cell 814-853-6225

kalimba@windstream.net - www.terracottakennels.com

Breed: Rhodesian Ridgeback; Sex: _____; Date Whelped: _____

Quality (pet, show potential, or show potential sold as a pet with no showing obligations)

Reason(s) if pet quality _____

Color/Markings/Nose Color _____

Sire: _____

Sire's AKC Reg. # _____

Dam: _____

Dam's AKC Reg. # _____

AKC Litter/Individual Reg. # _____

Microchip Brand and # _____

(cost of microchip, if done before puppy is picked up, will be passed on to buyer)

****On this date, the above-described dog has been sold to the following person(s), hereinafter referred to as "buyer":**

Name(s) _____

Address _____

Phone _____

Email _____

Price: \$ _____

Payment in full received, in accordance with the following terms of this contract.

1) TerraCotta Kennels, hereinafter referred to as "seller", warrants this dog to be in good health and free from disease and dermoid sinus at the time of sale. The buyer agrees to take this dog to a licensed veterinarian of his/her choice within 5 business days of purchase for a health check. Within 14 calendar days of purchase, buyer may elect to return the subject dog at buyer's expense and the seller agrees to return the full purchase price to the buyer, in exchange for the subject dog. Should the seller deem a health check necessary for the returned dog, and a licensed veterinarian's written report indicates that the dog has suffered intervening injury, illness, neglect or abuse, amount of refund may have to be adjusted accordingly.

2) Buyer agrees that subject dog will be individually registered with the AKC at buyer's expense before the age of 6 months and shall carry the TerraCotta kennel name as a prefix in their registered name. If seller registers dog for owner, discounted cost will be passed on to buyer at time of purchase.

3) The buyer agrees, if at any time AFTER the first 2 weeks of ownership, the subject dog must be surrendered, buyer will immediately notify TerraCotta Kennels, and subject dog WILL BE RETURNED to TerraCotta Kennels at buyer's expense. If already individually AKC registered, papers will be signed back over to seller and NO REFUND WILL BE ENTERTAINED. This contract does NOT allow for re-homing, reselling or surrendering in any way, subject dog WITHOUT PRIOR WRITTEN CONSENT OF SELLER.

4) Buyer agrees to all of the following regarding the subject dog: that at the time of purchase, he/she has the financial ability, adequate time and means to care for the dog properly for the duration of its life; that dog will NEVER knowingly be allowed to run free and unsupervised; that the dog will receive adequate obedience training and health care; that any serious formal running or jogging of dog will not commence until dog is at least 18 months old; that the dog will be a house pet and member of the family and not kept in an outside kennel or left tied or chained outside unattended; that buyer will notify TerraCotta Kennels of any address, phone number or email changes.

5) The health and welfare of our puppies and dogs, a forever home and the continued good reputation of TerraCotta Kennels are of utmost importance. It is the intent of TerraCotta Kennels to breed high quality, healthy dogs. If a problem should arise regarding the health, training, development or temperament of this dog, buyer should immediately notify TerraCotta Kennels. It is also our intent to stay in touch with our puppy buyers and develop a positive, friendly, relationship. Many long-lasting friendships have been made with our puppy buyers. Photos, health updates and correspondences are encouraged and appreciated. We will work with you to accomplish our ultimate goal of selling quality dogs to satisfied customers.

6) In the event of any breach of this contract, buyer agrees to pay the sum of \$10,000 as liquidated damages to TerraCotta Kennels for each breach of this contract, plus all reasonable attorney's fees and costs incurred by TerraCotta Kennels to recover such damages. This agreement is made pursuant to the applicable laws of the Commonwealth of Pennsylvania and is to be construed pursuant thereto. The parties hereto agree that a court of competent jurisdiction within the Commonwealth of Pennsylvania will determine disputes arising pursuant to the terms of this contract.

**ADDITIONAL STIPULATIONS IF PET QUALITY
OR SHOW POTENTIAL SOLD AS PET QUALITY:**

A) Buyer agrees that pet quality (non-breedable) dogs will be sold with an AKC Limited Registration and MUST not be bred. Buyer agrees that as soon as is practicable (from the standpoint of the dog's health and age), but no later than the dog's _____month birthday in the case of a female and no later than the dog's 18 month birthday in the case of a male, buyer will have subject dog neutered. Failure to do so will be a breach of this contract. Buyer agrees to provide to seller signed verification of such neuter from his/her veterinarian within 30 days.

B) Buyer agrees that any breeding (resulting in puppies) of a pet quality (non-breedable) dog purchased from seller, would be damaging to the reputation of TerraCotta Kennels. Buyer further agrees that any such damages would not be capable of accurate determination, but certainly in excess of \$10,000.

C) It is agreed by the buyer that no refunds (full or partial) will be given, nor future reimbursement entertained relating to the reason(s) noted above which designate this dog to be of pet quality.

ADDITIONAL STIPULATIONS IF SHOW POTENTIAL:

A) Buyer agrees to make a "reasonable effort" to finish the AKC championship of said dog before the dog reaches the age of three years. This will be done at the buyer's expense, utilizing a professional handler if necessary. A "reasonable effort" shall be construed as entering and competing in no less than 30 individual AKC point shows. Buyer further agrees to keep seller informed via email of all shows entered including results. If buyer so chooses, seller agrees to handle subject dog free of charge at any show where seller is already entered and able to do so. Any additional expenses over and above the actual handling of subject dog at a show would be paid by buyer.

B) Buyer agrees that without prior written consent from seller, no puppies will be produced from subject dog prior to obtaining AKC championship and that no puppies will be produced from subject dog prior to obtaining the following minimum health clearances:

- 1) Hips - final OFA (Orthopedic Foundation for Animals) hip clearance after age of 2 or PennHIP hip clearance;
- 2) Elbows - final OFA normal elbow clearance, after age of 2;
- 3) Thyroid - a normal thyroid profile from an OFA approved lab;
- 4) Eyes - normal eyes certified by CAER (Companion Animal Eye Registry);
- 5) DM (Degenerative Myelopathy) - DNA tested or must be cleared by parentage;
- 6) EOAD (Early Onset Adult Deafness) - DNA tested or must be cleared by parentage.

The cost of the health clearances are to be paid by buyer. Buyer further agrees that upon obtaining at least these 6 health clearances, buyer will only breed the subject dog to AKC champion Rhodesian Ridgebacks that have also received at least these 6 health clearances, unless prior written consent of seller is obtained. This is to ensure the continuing betterment and well-being of the breed and continued good reputation of TerraCotta Kennels. Buyer agrees that any breeding performed without these health clearances and/or without AKC championship would be damaging to the reputation of TerraCotta Kennels and that any such damages would not be capable of accurate determination, but certainly in excess of \$10,000. Buyer also agrees to stay informed of all current and new necessary health clearances and DNA tests available and to utilize them accordingly before breeding said dog. Seller (your breeder) will be happy to assist with any possible future breeding plans with subject dog.

C) If subject dog is a female and is ever bred, buyer agrees to be responsible for any puppy produced by subject dog and to utilize the AKC Limited Registration along with spay/neuter contracts and sales contracts such as this one. Buyer further agrees that no puppy produced will be sold to any pet shop, any wholesale outlet or donated for any auction.

D) The buyer and seller both agree that in the event the subject show potential dog is later deemed not show/breed worthy due to a proven and confirmed genetic based health defect, the subject dog will immediately (or in the case of a puppy less than six months old, as soon as practicable for the health of the puppy) be neutered. If buyer so chooses, another show potential puppy or dog will be offered from a current or future litter and at a 50% discount of seller's then current price. Seller has the option to have any possible health defect confirmed by a vet specialist of seller's choice.

E) Buyer and seller both agree that seller retains free breeding rights to any show potential male sold, but only free to bitches owned or co-owned by seller.

Signed (buyer) _____
Printed _____
Dated _____

Signed (buyer) _____
Printed _____
Dated _____

Signed (seller) _____
Printed _____
Dated _____