

Puppy Sale Contract

THIS IS A LEGALLY BINDING CONTRACT WHICH CAN AND WILL BE ENFORCED IN A COURT OF LAW.

This Contract is made in duplicate this ___ day of ___, _____ by and between Peter Alea, hereinafter called "Seller", and XXXXXXXXXXXXXXXXXX, hereinafter called "Buyer".

Seller agrees to sell, and Buyer agrees to buy, both upon the following terms and conditions, a certain Flat-Coated Retriever described as follows:

Sex:

Color:

Date of Birth:

Registered Name (if applicable):

AKC Litter/Registration Number:

Microchip Number:

Sire:

Dam:

Breeder:

Price:

Terms:

This breeding was carefully planned based on thoughtful consideration of the qualities, accomplishments, pedigrees, and hip and eye clearances of both the sire and the dam. It is hoped that this breeding will produce sound puppies of correct type with field and obedience potential, and most importantly the outstanding temperament and personality that make the Flat-Coated Retriever an ideal companion.

It is the opinion of this breeder (Seller) that it is difficult, if not impossible, to determine the relative quality of individual puppies at the age when the puppies go to new homes. A person looking for a guaranteed "show quality" or "breeding quality" puppy is strongly urged to buy an older, mature pup whose merits can be more accurately assessed.

The Flat-Coated Retriever described herein is, at the time of sale, in good health to the best of Seller's knowledge and belief. It shall be the Buyer's responsibility and expense to have the puppy examined by a licensed veterinarian of Buyer's choice within five (5) days of the sale, during which time the puppy may be returned to Seller for a full refund of the purchase price. No other guarantees are expressed or implied.

The following conditions, clearly marked, are fully understood and agreed upon by both Seller and Buyer. Should Buyer fail to comply in a material way with any of the following applicable conditions without Seller's prior written approval, Seller shall have the right to immediately retake possession of said puppy/dog, and ownership of said puppy/dog shall immediately revert to Seller at no cost to Seller. Failure to comply shall also result in the Buyer paying the Seller a penalty charge equally to the cost of providing care for the puppy/dog up to the initial sales price of the puppy.

Seller Initial _____

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Buyer Initial(s) _____

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Check all those conditions that apply

- (✓) 1. Buyer shall at all times provide a fenced yard, kennel/run or safe area of adequate size for exercise, with protection from the sun, wind, rain and other elements.
- (✓) 2. Puppy/dog shall not be tied out or kept on a chain.
- (✓) 3. Buyer shall provide a crate or exercise pen for confining the puppy/dog.
- (✓) 4. Buyer shall not allow the puppy/dog to be abused, neglected, tormented or teased by any person or animal.
- (✓) 5. Buyer agrees to comply with all laws pertaining to dog ownership, including licensing and leash laws, and shall not use or allow the puppy/dog to be used in any unlawful activity.
- (✓) 6. Buyer shall provide proper veterinary care for the life of the puppy/dog, including appropriate vaccinations, and shall feed an appropriate balanced diet. Water shall be available at all times.
- (✓) 7. Buyer shall have the right to name this puppy/dog; however, Buyer agrees that the first word of this puppy/dog's AKC or CKC registered name shall be **Neverland** and the second shall start with the letter "**E**".
- (✓) 8. If original Buyer is unable or unwilling to keep this puppy/dog for any reason, Seller shall have the right of first refusal. This puppy/dog is not to be sold, given away, transferred or euthanized (put to sleep) without first notifying the Seller.
- (✓) 9. This puppy/dog, and any of its offspring, will not be raffled or auctioned, nor sold or transferred at any time by any means to any pet store or individual or organization that owns, transfers or breeds dogs with financial gain as a primary purpose.
- () 10a This female puppy must be spayed before Twelve (12) months of age by a licensed veterinarian, who will certify this to Seller.
- or
- (✓) 10b This male puppy must be neutered (castrated) no sooner than 18 months of age and no later than Thirty-Six (36) months of age by a licensed veterinarian, who will certify this to Seller.
- (✓) 11. Buyer will take careful precautions to insure that this puppy/dog is not accidentally bred.
- (✓) 12. This puppy/dog shall not be bred without the express written consent of Seller prior to the breeding, which consent shall not be unreasonably withheld, EXCEPT, HOWEVER, in order to preserve and promote the multi-purpose nature of the Flat-Coated Retriever. When breeding this puppy/dog, the buyer will adhere to the current Flat Coated Retriever Society of America, Code of Ethics. This puppy/dog shall not be approved for breeding unless and until it has met at least two (2) of the following three (3) goals:
- (1) A minimum of five (5) AKC or CKC Championship points under a minimum of two (2) different judges;
 - (2) An AKC, UKC or CKC Obedience, Tracking or Agility title;
 - (3) A hunting title, certificate of completion, or licensed field trial points from AKC, CKC, FCRSA, NAHRA, or HRC events.

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- (✓) 13. This puppy/dog shall not be bred unless and until it is certified free of hip/elbow dysplasia and patella abnormalities by the Orthopedic Foundation for Animals, satisfactory to Seller; and unless and until it is certified free of inheritable eye disorders by the Canine Eye Registration Foundation or a qualified canine ophthalmologist satisfactory to Seller.
- (✓) 14. Buyer agrees to promptly notify seller of any change of address (physical, mailing, and electronic) or telephone number.
- (✓) 15. Buyer shall attend and graduate from at least one (1) Puppy or Basic obedience course with this puppy/dog prior to the puppy/dog's first birthday.
- (✓) 16. Buyer agrees that Seller or his representative, may inspect both the puppy/dog and its living quarters at any time upon twenty-four (24) hours prior notice.
- (✓) 17. Seller shall have the right to review and approve of any photographs (except official show photos) prior to publication in the Newsletter of the Flat-Coated Retriever Society of America, the Flat-Coated Retriever Directory of North American Dogs, or Specialty catalogs.
- (✓) 18. Buyer shall promptly notify Seller of any serious illness, injury or health problem affecting this puppy/dog, and Buyer agrees to authorize Buyer's veterinarian to release information regarding this puppy/dog to Seller.
- (✓) 19. Buyer shall notify Seller upon the death of this puppy/dog and to the cause of death.
- (✓) 20. Seller shall microchip this puppy before 8 weeks of age. Seller shall maintain the microchip records and list Buyer as the principle contact with Seller as an alternate contact. Upon notification of address/telephone changes, Seller shall update the registry.
- (✓) 21. Buyer shall not export this puppy/dog outside of the continental United States, Alaska, or Canada without the express written consent of Seller.
- () 22. SPECIAL TERMS AND CONDITIONS:

Signatures, addresses, telephone numbers of all parties

Peter Alea _____ Date _____
4704 Ferry Landing Rd, Alexandria, VA 22309
571-449-0530

Name _____ Date _____
Address _____
Phone _____

Name _____ Date _____
Address _____
Phone _____

Seller Initial _____

Buyer Initial(s) _____