

PUPPY PURCHASING CONTRACT

KENNEL NAME: **Oak View Kennel**

ADDRESS: 7158 State Road UU

ADDRESS: Fulton, MO 65251

PHONE: 573-642-0900

SABT Breeder # 1962

(BUYER/SELLER COPY)

This agreement is between (Seller) Eric & Gina Gramlich, d.b.a. Oak View Kennel of Fulton, Missouri.

AND:

(Buyer):

Address:

Phone number:

It is agreed between Seller and Buyer as follows:

1. DESCRIPTION OF DOG

The dog sold pursuant to the terms of this agreement is as follows:

Breed: South African Boerboel

Sex: Color:

Sire: Dam:

Whelped:

Registered name of puppy: Oak View _____

Microchip Number:

2. SELLER'S REPRESENTATIONS

The following representations and conditions apply to the sale of the aforementioned dog:

- a) As of the date of the health certification, the dog is in good health and free of communicable diseases.
- b) The Buyer has 2 working days from time of dog's arrival by plane or of pick up from breeder to have dog examined by a veterinarian and to personally inspect the dog. Any claims must be made within this time period and will be verified by Seller's own veterinarian.
- c) Buyer may return puppy to Seller for a refund of purchase price less non-refundable \$500 for Seller's expenses for any reason within 48 hours of purchase, providing Buyer agrees to pay all transportation costs to Oak View Kennel.

3. CONSIDERATION

This dog, identified in Section 1, is being sold for the sum of _____. Half of the payment is due by the time pup is 4 weeks of age. Payment in full is due by the time pup is 8 weeks of age. All other arrangements must be made in advance and in writing signed by both Buyer and Seller. All transportation costs are to be paid by the time pup is 8 weeks of age by Buyer.

Buyer: _____ (Initial and Date p1) Seller: _____ (Initial and date p1)

4. STIPULATIONS

This **dog or bitch is being sold as a family pet and not for breeding purposes.**

- a) As the pup is being sold as a family pet, Buyer agrees that seller will register said dog or bitch on a Limited Pet Registration. Seller will hold this non-breeding registration until veterinarian verification of spay or neuter is received. Dog/Bitch **must not** be spayed or neutered prior to the age of 12 months for females and 18 months for males. If pup is spayed or neutered prior to the required age above, then the health guarantee regarding orthopedic disease is null and void. A vasectomy in a male is acceptable in place of neutering.
- b) If dog is bred; Buyer agrees to pay Seller \$5,000 in penalty and to return possession and ownership of said dog to Seller with no compensation.
- c) Until the age of 5 years, if dog/bitch is diagnosed with crippling hip dysplasia, either by the Orthopedic Foundation for Animals (OFA) or Penn HIP assessment or licensed veterinary radiologist. Buyer can either agree to keep dog/bitch providing dog/bitch is spayed or neutered or may return to Seller. Seller agrees to replace said dog/bitch with another of same sex and grade.
- d) Pup is guaranteed to be free of genetic diseases that greatly diminish the pup's quality of life until the age of 5 years. Provisions are the same as in c, above.
- e) Buyer will pay all transportation costs for return of pup or shipping of replacement pup.
- f) Any other arrangements may only be made with Seller's written consent.
- g) If buyer chooses to place dog elsewhere, Seller is to be notified and gets first chance to re-acquire dog/bitch. Buyer will repay the purchase price for said dog/bitch to the Seller for failure to comply.

5. WORKING TITLE REIMBURSEMENT PROGRAM

Oak View Kennel supports the promotion of this breed as a working breed. We will reimburse the following amounts for working titles or temperament certifications:

- a) CGC \$ 50
- b) TT \$ 50(only one temperament test will be reimbursed).
- c) WDI or equivalent \$200
- d) WDII or equivalent \$200
- e) Other title agreed upon by seller \$50.

Total amount of reimbursements not to exceed \$500. Seller is to receive an official copy of the above certificates/titles (preferably from the source) prior to issuing the rebate.

6. LIMITATIONS OF CONTRACT

- a) This contract applies to the original puppy only and is nontransferable to a second party. No replacement puppy will be given if the male or female has been bred.

Buyer: _____(Initial and Date p2) Seller: _____ (Initial and Date p2)

7. MAINTENANCE

- a) Buyer agrees to maintain this dog in good health, provide routine preventative health care including, but not limited to, inoculation, internal and external parasites, and heartworm preventative medication. Buyer agrees to feed a dog food that is meat protein based and not a corn or wheat based diet.
- b) Buyer further agrees to provide proper exercise as indicated in order to maintain this dog or bitch in proper weight and physical shape. Dog must not be kept in an obese state or hip guarantee will be void. Veterinarian of seller's choice will be used to verify diagnosis of obesity.
- c) Buyer agrees that this dog or bitch is NOT to be LEFT IN A BACKYARD OR KENNEL ONLY. This dog or bitch is sold with the understanding that it was to go to carefully selected parties and that Buyer AVOWED the dog or bitch would become a member of the family. (This is to assure proper development and maintenance of the temperament for which the animal was bred.)
- d) Buyer agrees to hold seller harmless for any damage to persons or property caused by the dog sold under this contract.
- e) Buyer agrees to provide Seller with Photographs suitable for advertising and photocopies of all awards and critiques along with the judge(s) name(s) and the Club sponsoring the show or obedience trial. Buyer also agrees that Seller may use the photographs and any particulars of qualifying awards in any future advertising.
- f) Buyer agrees Seller will REPOSSESS DOG OR BITCH UPON EVIDENCE OF NEGLIGENCE AND/OR ABUSE at no expense to the seller.
- g) And finally...Buyer agrees that he/she understands this contract fully, and that this contract is under the jurisdiction of the State of Missouri, in the county of Callaway. It is agreed the place of venue shall be in Callaway County, Missouri.

SELLER'S (1) signature and date

SELLER'S (2) signature (if applicable) and date

Address: 7158 St Rd UU Fulton, MO 65251

Phone: 573-642-0900

e-mail: OVK@prodigy.net

BUYER'S (1) signature and date

BUYER'S (2) signature (if applicable) and date