

Xoloitzcuintli Pet Purchase Contract

Sambuca Xoloitzcuintli
Jennifer Newman
7721 Gibbs Rd
Corryton, TN 37721
865.742.0857
sambucashowdogs@gmail.com
www.sambucashowdogs.org

This agreement is made and entered into this ____ day of _____ in the year _____, by and between Jennifer Newman of Sambuca Xoloitzcuintli, hereinafter referred to as the Seller and/or Breeder, and _____, Hereinafter referred to as the Buyer/Buyers. These terms and conditions are entered into and agreed upon by both Seller and Buyer, who acknowledge the moral and legal worth of this contract.

Name of Dog: _____

Sire: _____

Dam: _____

Date of Birth: _____ Purchase Price: _____

Color: _____ Sex: _____

Registration: _____

1. Basic Agreement:

This Xoloitzcuintli is being sold as a Companion/Pet Xoloitzcuintli. When possible, he/she will be neutered/spayed before leaving the breeder. If he/she does leave the breeder before being altered, he/she will do so on a spay/neuter agreement. AKC papers for said puppy, will not be signed over and mailed to the new owners until the breeder has received proof that the puppy has been altered. The Breeder and the Buyer, as indicated above, have entered into an agreement to transfer the ownership of the Xoloitzcuintli puppy, hereafter referred to as the "Xolo", and agree to the following conditions set down for the betterment of the breed, the protection of the Xoloitzcuintli, and the reputation of the Breeder's kennel. Such basic conditions are as follows: This Xoloitzcuintli will not be a kennel dog: that is, it will not reside in a kennel, a confined structure, nor pen on a permanent nor semipermanent basis. Nor will this Xoloitzcuintli be chained or tied, but shall be able to freely move about and exercise in ample space befitting its breed. Do hereby state that we are purchasing this Xoloitzcuintli as a companion and shall provide for it as a member of the family. Agree to provide this Xoloitzcuintli with quality food, ample fresh water, and considerate companionship on a daily basis as a family member. We further agree that appropriate veterinary care with regular shots and worming will be provided regularly.

1. Care of the Xoloitzcuintli:

The Buyer agrees to provide preventative health care (heartworm preventative, shots, deworming etc.) and to take appropriate action to maintain the health of this dog. This dog will be housed in a safe, secure environment with plenty of exercise. Should, at any time, this Xoloitzcuintli be mistreated, abused, or neglected by the Buyers, as determined by a court of law, the Breeder reserves the right to take back immediate possession of the Xoloitzcuintli without reimbursement to the owner. Should this clause need to be enforced, the owner shall forfeit the Xoloitzcuintli's AKC registration papers to the Breeder within 7 days of the breeder taking possession of the Xoloitzcuintli.

2. Contact information:

The Buyer agrees to notify the Breeder, and the Breeder agrees to notify the Buyer of any change address or telephone number.

3. Transfer of Ownership:

This Xoloitzcuintli is not to be sold, traded or given away without our expressed written consent. If the Buyer wishes to sell this Xoloitzcuintli, then the Breeder is to be given first option to buy the dog back. This is to be at the full purchase price if within one month of purchase and at 50% of the purchase price thereafter. At any point in the Xoloitzcuintli's life, the Breeder will take him/her back. The Xoloitzcuintli is NEVER to be surrendered to a rescue, shelter, or to animal control or any similar organization. If the dog needs to be placed, even on short notice, the breeder will arrange his/her immediate return to Breeders home.

4. Governing Law:

All disputes over the articles of this contract will be determined by the laws of the State of Tennessee, without regard to the conflict of laws principals.

5. Guarantees by the Breeder:

This Xoloitzcuintli has been guaranteed to be free of any life threatening genetic condition at the time of sale. This Xoloitzcuintli is also guaranteed against any life threatening genetic conditions for three (3) years from the date of purchase. This is not a guarantee of the ability to pass any or all health clearances; this is a guarantee against life threatening or crippling conditions. If there is such a condition, we reserve the right to have the dog checked by a veterinarian of our choice and if the prognosis is confirmed, we will replace the dog as availability allows or refund the purchase price (at our discretion). Hereditary allergies, accidents and illnesses of a non-hereditary nature are not included in this guarantee.

6. Documentation provided by the Breeder:

The Breeder will provide to the Buyer at least a three-generation pedigree (up to a seven generation upon request), a signed AKC (American Kennel Club) registration or transfer (When contract Conditions have been met), and a record of inoculations and deworming.

7. Registration Responsibility:

It shall be the responsibility of the Buyer to transfer the ownership of this Xoloitzcuintli with the AKC (American Kennel Club) as soon as possible after receipt of said document(s)

8. Buyer's Right to Examine:

The Buyer has the right to, and is advised to do so by the Breeder, to have this Xoloitzcuintli examined by a veterinarian of their choice, within seven days upon taking possession. If the Xoloitzcuintli is found to be in ill health because of breeding or early kennel care they may return the Xoloitzcuintli for a full refund or another puppy (upon availability). Should the Buyers decide to not keep the Xoloitzcuintli, for other than health reasons, they have a seven day grace period to return it and shall receive an immediate refund with the return of the healthy Xoloitzcuintli, minus vet costs and any transportation expenses.

9. Cost of Litigation:

In the event of any litigation over the terms of this contract, the cost of all legal fees will be absorbed by the party who is found at fault by the court of jurisdiction. Should the Buyer initiate litigation and that litigation is not upheld by the court of jurisdiction, additional consequential damages may be imposed by the court on the Buyer of an amount not to exceed five thousand dollars (\$5,000) for the defamation of the Breeder's kennel and other damages.

10. Entire Agreement:

The terms and conditions herein constitute the entire agreement between the Breeder and the Buyer and supersede all previous agreements and understandings, written or oral with respect to the subject matter hereof.

11. Force Majeure:

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier; provided, that for the duration of such force majeure the party charged with such default must continue to use all reasonable efforts to overcome such force majeure. The Breeders do sell this Xoloitzcuintli, believing in good faith that the Xoloitzcuintli is a healthy and respectable compliment to its breed. We hereby acknowledge this to be a true and binding contract. We agree, and make absolute promise, to fully abide by its terms and conditions. We further agree to offer guidance to Buyer in the rearing of this Xoloitzcuintli.

Breeder:

Print Name: **Jennifer Newman** Date: _____

Signature: _____

Buyer: _____

Print Name: _____ Date: _____

Signature: _____

Address: _____

Telephone/email: _____