

Xoloitzcuintli Show Purchase Contract

Sambuca Xoloitzcuintli
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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: _____

DOB: _____ Purchase Price: _____

Color: _____ Sex: Male Female

Registration: _____

1. Basic Agreement:

This Xoloitzcuintli is being sold as a Show Prospect Xoloitzcuintli. This Xoloitzcuintli does not possess any disqualifying faults which would prevent it from obtaining its conformation Championship title in FCI and/or AKC competition. It is up to the Buyer to properly condition, train and present this Xoloitzcuintli to enable it to fulfill its potential.

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 Xolo, and the reputation of the Breeder's kennel.

Such basic conditions are as follows:

This Xolo will not be a kennel dog, unless said kennel is indoor/outdoor with heating and air-conditioning, and the Xolo still receives an adequate amount of socialization and human contact. This Xolo will NEVER be chained or tied.

The Buyer has been instructed by the Breeder, that socialization is extremely important in the proper rearing of a Xolo to become a temperamentally stable adult Xolo, and canine good citizen. The Buyer, by the signing of this contract, does hereby make absolute promise that this Xolo shall receive socialization with people and other dogs on a regular basis.

2. Care of the Xolo:

The Buyer agrees to provide preventative health care (heartworm preventative, vaccinations, 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 Xolo 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 Xolo without reimbursement to the owner. Should this clause need to be enforced, the owner shall forfeit the Xolo's FCI and/or AKC registration papers to the Breeder within 7 days of the breeder taking possession of the Xolo.

3. Contact information:

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

4. Naming of the Xolo:

The Buyer agrees to use the Breeder's kennel name as a Prefix to the official FCI/AKC registered name of the puppy.

5. Transfer of Ownership:

This Xolo is not to be sold, traded, surrendered or given away without our expressed written consent. If this puppy cannot be kept for any reason, the Buyer agrees to give the Seller the first opportunity to purchase the dog back at a reasonable price (not to exceed the original purchase price). If for ANY reason Buyer is unable to keep this dog, Breeder is to be informed immediately, and given the opportunity to take this dog back.

6. 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.

7. Show Potential:

The Puppy described within this contract is sold as a show potential puppy. Due to the difficult nature in grading puppies at a young age, no guarantees can be made as to the final status of the dog once it is an adult. It is agreed that, if said dog does prove to be show quality, it will be shown to the completion of its Championship. All Show Potential puppies are sold on a Co-ownership agreement and full ownership will be signed over to buyer upon completion of AKC Championship.

Unless provided in an addendum, all costs and expenses related to the showing of the Puppy will be the sole responsibility of the owner.

8. Guarantees by the Breeder:

This Xolo has been guaranteed to be free of any life threatening genetic condition at the time of sale. This Xolo is also guaranteed against any life threatening genetic condition for three 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.

This guarantee does not cover Giardia, Coccidia, or other intestinal parasites.

9. 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, and a record of inoculations and worming.

10. Registration Responsibility:

It shall be the responsibility of the Buyer to submit the transfer of ownership of this Xolo to the AKC within eight (8) weeks of receipt.

11. Buyer's Right to Examine:

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

12. 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.

13. 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.

14. 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 Xolo, believing in good faith that the Xolo 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 and showing of this Xolo.

Breeder: Jennifer Newman

Buyer: Print Name _____ Date _____

Signature: _____

Address: _____

Phone: _____ Email: _____