



(registered name) AKC # (number), UKC # (number), (registry) # (number) AKC DNA profile # (number), OFA DNA profile # (number), microchip # (number), a (color), (gender) Alaskan Malamute, born on (date), with the following parentage:

Dam: *(registered name and titles)*

Proof of all completed health and genetic testing for Dog attached.

I am transferring ownership and possession of Dog to Sarah Murphy, hereafter referred to as Buyer, under the following terms and conditions, and no other expressed or implied:

Purchase Price: _____

Purchase/Registration Option: _____

Buyer understands that Dog will come with the following:

- ☐ Personalized Tote Bag
- ☐ Personalized Coffee Tumbler
- ☐ AKC Registration and Transfer of Ownership
- ☐ UKC Registration and Transfer of Ownership (if applicable)
- ☐ AKC certified pedigree
- ☐ AKC Reunite transfer of ownership
- ☐ AKC and OFA DNA profiles
- ☐ AKC DNA Parentage evaluation
- ☐ Health certificate
- ☐ All vet records to date
- ☐ Any applicable rabies certificates
- ☐ Vaccination record
- ☐ Embark testing and paperwork
- ☐ Any OFA certificates earned to date
- ☐ Any title certificates earned to date
- ☐ 1 appropriately sized crate
- ☐ 1 small bag of treats
- ☐ 1 bottle of pet stain and odor remover
- ☐ 2 stainless steel dishes
- ☐ 1 appropriate sized collar and lead
- ☐ AKC Reunite collar tag
- ☐ Any applicable rabies paperwork (our county does not do rabies tags)
- ☐ 1 reusable housetraining pad
- ☐ various books and DVD's
- ☐ assortment of toys,
- ☐ Buyer's choice of 3 day supply of various supplements and foods Dog is used to.

Seller may elect to include other items in care package at Seller's discretion. Buyer understands that all other items needed for Dog, will be acquired by Buyer at Buyer's expense.

Buyer may choose to use coupon code (*code*) at Twisted Wear N Accessories www.twistedwearfl.com to receive a 10% discount on any Alaskan Malamute themed merchandise.

Buyer has personally seen and inspected Dog and given approval for purchase on (*date*) at (*age of dog*). Buyer will acquire Dog on (*date*) at (*age of dog*). Seller and Buyer will e-transfer registration papers and AKC Reunite paperwork to Buyer's name at acquisition.

If Buyer cannot acquire Dog on go home date, Seller will board Dog at no cost for a total

of 14 days. On day 14, Buyer must sign a boarding contract, and Seller will board Dog for a cost of \$15 per day, plus the cost of any necessary vaccines and parasite control and any vet bills. All fees will be paid in full prior to acquisition. If board period is due to military deployment of Buyer or member of Buyer's immediate family, or a natural disaster or state of emergency (national, state, or local to Buyer or Seller), board period is free with proof.

If Buyer wishes, Buyer may leave Seller on Dog's AKC Reunite paperwork as a contact. If Buyer does not wish for Seller to remain on Dog's AKC Reunite paperwork, Seller suggests that Buyer's veterinarian be listed as alternate contact.

If Buyer wishes for additional services from AKC, UKC, or Reunite, such as subscriptions or additional options, Buyer will give the fees for this to Seller for Seller to add to the fees. Purchase price includes basic transfer of ownership, basic certified pedigree, and AKC Reunite transfer only.

Dog's registered name may not be changed. Dog may not be registered with any non-legitimate registries or pet registries, such as ConKC, DRA, ADBA, NKC, etc. Dog may be registered with IABCA, legitimate FCI member or AKC Special Registry Service registries.

If Dog is sold with full registration, UKC papers will come with Dog. If Dog is sold with limited registration, Seller retains UKC papers until spay/neuter or limited registration lifted.

If Dog is seized for any reason by any animal welfare or law enforcement agency, Buyer must contact Seller immediately. Seller will attempt to work with the agency to reclaim Dog. If female is pregnant or nursing, Seller will petition to obtain possession and ownership of puppies also.

Buyer will not surrender Dog to any rescue organization for any reason. If Buyer can no longer keep Dog, Buyer must contact Seller and notify Seller of the situation. Seller will take Dog back for any reason, no questions asked. Seller will not reimburse Buyer for purchase price, or any other fees or costs if Dog is returned to Seller. If Buyer surrenders Dog back to Seller, Seller may, at Seller's discretion, give a discount on a future Dog.

If Buyer wishes to place Dog in a new home, Buyer must contact Seller with new owner's information. In the event of Buyer's death, incapacitation, or institutionalization/hospitalization, the next of kin or executor of the estate must contact Seller. In any case that ownership of Dog changes, without the new owner signing a buyer contract with Seller, all remaining warranties and guarantees in this contract will be voided. Buyer must warrant/guarantee Dog to new owner. Seller will take no money from rehoming of Dog to another individual.

As of acquisition date, Seller is no longer responsible for any aggressive action or behavior exhibited by Dog. Buyer is solely responsible for care and control of Dog,

including training and containment to prevent Dog from displaying aggressive or dangerous behaviors. Buyer is responsible for protecting Dog from illness, injury, or death at the hands of other animals, people, or Dog's own actions. If Dog becomes injured or ill or dies due to Buyer's negligence, Seller will not be held responsible for refund, payment of bills, or replacing Dog. If Dog is deemed dangerous or aggressive, Seller is not responsible for any monetary or legal penalties regarding Dog's actions. Seller will not pay for veterinary care or replace Dog unless stated below.

Buyer may use any state licensed veterinarian that Buyer chooses to use. Seller does not recommend using any clinics that push unnecessary testing or procedures on Dog. Any unnecessary tests or procedures will not be paid by Seller, and will void all warranties and guarantees.

Any veterinarian correspondence must be directly from veterinarian, and must be on office letterhead and contain clinic name and number, and veterinarian's name and license number, Buyer's name, and Dog's registered name and microchip number.

All warranties and guarantees listed in this contract will be voided, and Seller will no longer be under any legal or financial obligation arising from warranties and guarantees specified in this contract if any of the following conditions occur:

Buyer does not have Dog seen by licensed veterinarian within 48 hours after acquisition.

Buyer changes Dog's registered name.

Buyer registers Dog with non-legitimate or pet registry.

Dog is rehomed without Seller being made aware.

Buyer allows Dog to become overweight, underweight, or abuses or neglects Dog.

Buyer allows veterinarian to perform unnecessary testing or procedures on Dog.

Buyer allows veterinarian to restart puppy vaccines, re-vaccinate Dog, or uses a different vaccine protocol than is stated in the contract.

Buyer takes Dog to public places and exposes Dog to strange dogs whose vaccination and health history is unknown sooner than the 7-day window after the 16 week puppy vaccine series is finished.

Buyer does not keep Dog on suitable parasite control year round, or does not space out chemical parasite control.

Buyer does not properly care for Dog, including nail, dental, skin/coat care.

Buyer performs cosmetic procedures, including, but not limited to cropping ears, docking tail, removing dew claws, without medical reasons.

Buyer feeds commercial food not listed below without consulting Seller and getting written permission.

Dog is traditionally desexed (full hysterectomy or castration) before (*24 months of age*).

Full Registration - Dog is bred before (*24 months of age*), all health testing and titling requirements listed below are met.

Limited Registration - Dog is bred, accidentally or intentionally without limited registration being lifted.

Seller will not refund purchase price of Dog for any reason, nor give Seller money to pay for veterinary bills for any warranted problem. Seller will only replace Dog with a dog of

equal quality and comparable bloodlines, or pay bills directly to veterinarian.

If Dog must be replaced for any reason, Buyer must contact Seller in writing with the reason for replacement, and steps taken so far to correct whatever problem is existing. Buyer must sign records release with Buyer's veterinarian so Seller can get all medical records pertaining to Dog. Failure to sign records release will void all warranties and guarantees and there will be no replacement. Seller will not accept records sent from Buyer. Only records sent directly from veterinarian will be accepted.

Buyer must also send Seller all original, signed registration papers, a video showing Dog gaiting, and a 360 degree close up video of Dog while stacked, showing body condition. If Dog appears to be underweight, overweight, abused, or neglected, Dog will not be replaced, and Seller will contact Buyer's local animal control or law enforcement for an animal welfare check.

Depending on the reason for replacement, Dog may be euthanized, returned, or neutered and kept:

If problem is life limiting or life threatening, Seller will require that Dog be euthanized at Seller's expense.

If problem is not life limiting or life threatening Dog may be returned to Seller at Seller's expense along with Surrender Contract.

If problem is not life limiting or life threatening, Dog may be kept by Buyer. Buyer must desex Dog at Seller's expense at a veterinarian of Seller's choosing. If Dog is under 24 months of age, desexing must be alternative method (partial hysterectomy, tubal ligation, vasectomy). If Dog is over 24 months of age, Dog may be desexed traditionally or alternatively.

If full registration dog develops faults that do not affect health or working ability, but label dog non-breeding quality, Buyer may return Dog for full replacement, or desex and keep Dog, and get replacement at ½ price.

If Dog is kept by Buyer, Seller is under no responsibility to cover any costs or obligations associated with such problems. Seller will not return registration papers or FCI pedigree to Buyer. Seller will void and return such paperwork to registries.

In any of these scenarios, Dog will be replaced with another dog of equal quality and registration option as soon as one is available AFTER Buyer returns, desexes, or euthanizes Dog. Buyer will be put on waiting list for a future dog is none are available. Replacement may be warranted and guaranteed at Seller's discretion.

For any warranties and guarantees expressed in this contract to become valid, Buyer's veterinarian must send Seller proof that Dog was seen within 48 hours after acquisition. Failure to provide proof of this visit will void all warranties and guarantees stated in this contract.

If, during Dog's initial veterinary exam, Buyer's veterinarian deems Dog was unfit for sale due to symptoms or signs of infections or contagious disease or any congenital health

defect AT TIME OF SALE, or at anytime in the first 5 days after acquisition, Dog displays symptoms of any infectious or contagious disease or any congenital health defect, Buyer must contact Seller, and Seller will pay for a second opinion at a veterinarian of Seller's choosing. If second veterinarian agrees with the diagnosis, Seller will pay all veterinary bills, provided treatment is carried out by veterinarian of Seller's choosing, and Seller authorizes all treatment in writing. If Seller deems it in Dog's best interest, Buyer will have Dog euthanized at Seller's expense, and Dog will be replaced. Internal/external parasites, coccidia, and giardia are not covered in any warranties.

All OFA testing is optional, but if not done during time frames stated in contract, Dog will not be replaced for failing tests.

Buyer must obtain OFA CAER eye certification between *(12 months of age)* and *(18 months of age)*. If eyes do not pass certification and Dog received a CAER Ineligible Code, Buyer must contact Seller. Breeder Option Codes do not qualify for replacement, but Seller must be informed of such code. Eye certification should be repeated for life at 12 month intervals.

Buyer must obtain OFA cardiac certification between *(12 months of age)* and *(18 months of age)*. If Dog does not pass certification, Buyer must contact Seller. Cardiac certification may be basic or advanced, at Buyer and veterinarian discretion. Basic cardiac certification should be repeated for life at 12 month intervals.

If initial cardiac and eye certifications are performed on time and pass, and repeated at 12 month intervals, Dog will be replaced if Dog later fails a previously passing certification for cardiac or eye disorders that are suspected to be genetic or congenital in nature.

Buyer must have Dog's hips and elbows x-rayed between *(24 months of age)* and *(26 months of age)*. X-ray must be sent for OFA certification or European stamp, or PennHIP. If hips OR elbows are found to be BILATERALLY dysplastic, Seller will pay for a second x-ray 24 weeks after the first set. If second x-ray still shows dysplastic findings, Dog will be replaced. Any dysplastic dog that was not x-rayed in this time frame will not be considered for replacement, unless Seller gives Buyer written permission to x-ray later. Preliminary films or PennHIP/European Stamp films taken prior to 24 months, or films taken after 26 months of age will not be considered for replacement.

Buyer must schedule x-rays for female at least 8 weeks after heat cycle ends, and at least 8 weeks before heat cycle begins. If Dog has irregular heat cycles, or comes into heat at 24 months of age, Buyer must send Seller statement from veterinarian documenting Dog's cycles, and Seller will give Buyer written permission to x-ray 8 weeks after Dog's first heat cycle after 22 months of age. If x-rays show dysplasia in hips or elbows, and Dog comes into heat within 8 weeks after x-ray, Buyer must re-do x-rays at least 8 weeks after next cycle.

Buyer needs to have an understanding with the veterinarian that Buyer will review the x-rays before Dog wakes up. Buyer must check for clarity and positioning, to ensure that

poor quality films do not cause false dysplastic findings. If films are unclear or position is bad, x-rays must be redone. Any dysplastic finding caused by poor positioning or clarity will not be warranted against, and Seller will not pay for a second set of x-rays if dysplastic findings were caused by these issues. Buyer must be educated enough to check positioning on the films.

UNILATERAL hip or elbow dysplasia is not warranted against, as this is caused by over-exercise, overfeeding, improper feeding, or injuries. Dog is only warranted if both hips OR both elbows are dysplastic. Fair rating is NOT dysplastic and Dog will not be replaced.

Dog is warranted against all other genetic or congenital health problems for life. If Dog does develop any health problem or organ defect that Buyer's normal veterinarian believes is genetic or congenital in nature, Buyer must contact Seller, and Dog will be seen by a specialist at Seller's expense. If specialist believe the problem is inherited in nature, Dog will be replaced. Only health problems that are shown to be genetic in nature or present at birth will be covered.

If Buyer was completely honest and forthcoming on questionnaire, Dog is guaranteed to be compatible with Buyer's home, life, and family. If Dog has not acclimated to Buyer's home life and family in 10 days after acquisition, due to temperament and/or personality, Buyer must contact Seller, and Seller will attempt to help Buyer. If Dog does not mesh in the next 4 days, Dog will be replaced. There are no temperament or personality guarantees other than this.

If Dog was purchased for a specific working or performance role, and is already trained and titled for such role, and Buyer was completely honest and forthcoming on the questionnaire regarding expectations of Dog and skill level of Buyer, Dog is guaranteed able to work. If by 14 days after acquisition, Dog is not working reliably, Buyer must contact Seller, and bring Dog to Seller at Buyer's expense. Seller will work with Buyer handling Dog. If by day 10 post visit, Dog is still not working for Buyer, Dog will be replaced.

If Dog was purchased as a prospect for a specific working or performance role, and is not trained and titled for such role, Dog will not be replaced for failure to work/perform to buyer's expectations. Puppies and untrained/untitled dogs purchased for work/performance are sold as prospects only, and cannot be guaranteed to work or perform.

Seller does not, in any circumstance, offer a general temperament or behavior guarantee.

If Buyer was misleading, or untruthful on questionnaire regarding home life, expectations, and Buyer's skill levels regarding training and handling, the compatibility and working guarantees are not valid, and Dog will not be replaced.

Dog has had the following vaccinations prior to acquisition:
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8 weeks: Nobivac Canine 1-DAPPV+CV, Nobivac Canine Lepto4, Nobivac Intra-Trac
Oral Bb: *(date)*
10 weeks: DHPP: *(date)*

Dog will be due for the following vaccines after acquisition:
12 weeks: 5 way plus corona, 4 way leptospirosis, solo bordetella: *(date)*
16 weeks: 5 way plus corona, 4 way leptospirosis, solo bordetella: *(date)*
16 to 24 weeks (as late as possible): 1 year Rabies: *(date)*
12 months: 5 way plus corona, 4 way leptospirosis, solo bordetella: *(date)*
18 months: 3 year Rabies: *(date)*
Every 12 months as needed after 12 months: 3 way kennel cough, 4 way leptospirosis
Every 3 years: 3 year Rabies

Buyer must contact Seller, and send stickers from vaccine vials showing lot and serial number, or veterinarian invoice on office letterhead showing the specific type of vaccine administered. If Buyer's veterinarian will not use these specific vaccines, Buyer may purchase these vaccines for home administration from Revival Animal Health.

Failure to adhere to these specific vaccines and timing, will void all warranties and guarantees stated in this contract. Dog should not receive Rabies shot at same time as 16 week or 12 months vaccines. Ideally Dog will not receive the first Rabies shot until 24 weeks of age, however, 20 weeks of age is allowable if necessary.

Buyer may choose to skip vaccines, but Seller is not responsible for infectious or contagious diseases that could have been prevented

In rare cases that Buyer is required to vaccinate across the board for boarding, travel, competitions, working, shows, etc. Buyer should adhere to the 12 month schedule.

Buyer agrees not to take Dog to grooming salons, puppy kindergarten, dog daycare, dog shows or events, dog parks, pet stores, or other places where strange dogs congregate until 7 days after 16 week vaccinations are completed. Failure to adhere to this agreement, will void all warranties and guarantees stated in this contract.

Dog has received the following parasite control regimen:
2 weeks (3 days in a row): Pyrantel: *(dates)*
4 weeks: Fenbendazole 10% (5 days in a row): *(dates)* Pyrantel (3 days in a row): *(dates)*
5 weeks: Toltrazuril 5%: *(date)*
6 weeks: Fenbendazole 10% (5 days in a row): *(dates)* Toltrazuril 5%: *(date)*
7 weeks: Pyrantel (3 days in a row): *(dates)* Toltrazuril 5%: *(date)*
8 weeks: Interceptor Plus: *(date and dosage)* (then every 28 days for life)
10 weeks: Nexguard: *(date and dosage)* (then every 28 days for life)

Dog should receive internal and external parasite control year round for life. Buyer may elect to use Nexguard and Interceptor Plus or other comparable products. Dog will not be replaced, nor will vet bills be paid for any parasite infestation. Dog should receive

parasite control repeated at 28 days intervals. Chemical parasite control must be spaced out with at least 7 days, but preferably 14 days, between products, to allow the system to recover. Improper use or lack of parasite control will void all warranties and guarantees stated in this contract.

Buyer understands that until Dog reaches full growth and development, Dog should be weighed prior to administration of parasite control products, to ensure Dog is receiving the correct dosage.

If Buyer elects to use natural parasite control products, (such as diatomaceous earth or essential oils) to combat various parasites, these can be used as frequently as needed, even daily.

Dog has received the following medical care and procedures that have not been listed above:

(age) Pre Sales Health Certificate: (date)

(age) (procedure): (date and remarks)

Buyer is aware that Seller has not removed front leg dew claws. Buyer is aware that future removal of dew claws may cause arthritis and injuries to the front legs. Any rear dew claws were removed at birth.

Buyer agrees to proper health care of Dog including, but not limited to: regular grooming, nail, dental, eye, and ear care, and necessary medications and/or dietary supplements to treat/prevent any health issues that may occur. Failure to properly care for Dog will void all warranties and guarantees stated in this contract.

Dog will be fed a species appropriate raw diet (any form), and/or a quality brand of commercial food. Some brands of allowed foods include any corn, lentil, pea, and soy free varieties of: Black Gold, Wellness, Honest Kitchen, Innova, Acana, Orijen, Nutrience, Diamond Naturals, Solid Gold, Natural Balance, Pure Balance, Taste of the Wild, Merrick, Victor.

Seller will assist Buyer in raw feeding if requested. If Buyer has a different brand of food that they prefer to use, Buyer should discuss food choice with Seller to ensure that the chosen brand won't voiding warranties and guarantees.

Feeding of any food not approved by Seller, or any varieties of approved foods containing corn, lentils, peas, or soy will void all warranties and guarantees stated in this contract. Seller does not warrant against DCM if Dog is fed a grain free food containing lentils, peas, or soy.

If Buyer chooses to alternatively desex Dog (vasectomy, tubal ligation, or ovary sparing spay) Dog may be desexed at any time. Buyer may choose alternatively desex in puppy hood, then traditionally desex later in life.

Traditionally desexing (fully hysterectomy or castration) Dog prior to 24 months of age, will void all warranties and guarantees stated in this contract.

Seller will give Buyer the following rebates for training, titling, and health testing upon submission of photocopies of certificates or scorebook pages to Seller. Please note: These titles only qualify for rebates if awarded by any legitimate registration body or international/national breed club, or legitimate organizations recognized by registration body or breed club:

Training Class - One Time: Completion of a formal obedience training class (not offered by Seller) culminating in a STAR Puppy, CGC, CGCA, CGCU, CGN, or SPOT-ON title - \$25.

Conformation/Breed Survey Titles - Unlimited:

\$50 rebate per breed survey, V, VG, or G show rating, JRCH or CH in any country, IABCA titles.

\$100 rebate per VA, Seiger, Seigren, Vize Seiger, Vize Seigren, GRCH in any country, International CH, World or Continental Winner, or FCI show title.

Working/Performance/Temperament - Unlimited:

\$25 rebate per standard title, certification, or temperament test. This includes AKC/CKC/UKC/FCI performance titles, working certifications, legitimate service dog certifications, national breed club awarded titles/certifications, TDI or other therapy dog certification, temperament certification, or household title (CGC family, TD, VHM, Farm Dog, Spot-On, GCN). (if first household title is earned through rebate or free class, that will not earn a rebate)

\$50 rebate per Working CH, Dual CH, or Triple CH in any country.

\$75 rebate per International Working CH title or FCI Working Champion title.

Health Testing - Unlimited:

\$50 rebate per certification for joint problems, eyes, cardiac, thyroid, or other non-genetic testing for health problems.

\$75 rebate for CHIC number.

Repeat health testing earns the same rebates as the first time.

All genetic health testing was done prior to purchase so there will be no rebates for genetic testing.

Certificates must have Dog's registered name, and name and seal or logo of the awarding club or organization.

Rebates will not be awarded for:

Titles, certifications, or health testing earned prior to purchase.

Genetic testing for diseases, as this was completed prior to purchase.

Titles or certifications earned through pet registries or non-legitimate registries.

Online service dog registration/certification, unless accompanied by proof Dog passed service dog certification through legitimate service dog organization.

Emotional Support Dog registration/certification.

Unless otherwise specified in writing, all warranties and guarantees are non-transferable, and will not be honored if Dog is sold, given away, or otherwise transferred.

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#### FULL REGISTRATION/BREEDING CONTRACT

Dog is warranted that general structure, conformation, and cosmetic points will meet the breed standard well enough that Dog will be considered show and breeding quality. In males, both testicles are warranted to drop.

If Dog reaches 24 months of age, and has been shown at least 5 times under 3 different AKC, CKC, UKC, FCI and/or IABCA judges, and has not received at least 1 Winners or Reserve Winners Dog/Bitch, V2, or FCI rating, or is ever disqualified from any AKC, CKC, UKC, FCI, or IABCA show for conformation reasons, Buyer must contact Seller.

If Dog is disqualified for conformation reasons, Dog will be replaced immediately. If Dog simply has not placed in any show, Buyer must Send Seller statements with evaluations of Dog's faults.

Statements must be from AKC, CKC, UKC, FCI or IABCA judges, responsible handlers, trainers, or breeders specializing in the breed, each with a minimum of 2 years experience in the breed. All statements must include names, addresses, phone numbers, and experience.

Failure to place, or disqualification for non-conformation reasons, (I.e. judge's preference, dog's behavior, temperament, lack of training or control, improper body condition, improper grooming, handler errors in the ring, etc.) do not qualify for replacement. Replacement only occurs if Dog has specific breed faults as defined by the written breed standard per the AMCA translation.

Statements must be accompanied by videos showing Dog gaiting, and a 360 degree close up video of Dog while stacked, and a close up of Dog's head.

If Buyer prefers, Buyer may elect to bring Dog to Seller at Buyer's expense for evaluation instead of sending statements and videos. This may be required if videos submitted are poor quality and not clear enough for evaluation.

If Seller agrees that Dog is not show and breeding quality, Buyer may choose to return Dog for replacement, or neuter Dog and receive a replacement full registration dog at ½ price.

Dog will not be bred until the following criteria have been met:

Dog has reached 24 months of age

PASSING Hip, Elbow, Patella, Eye and Cardiac certifications have all been earned.

Dog has a minimum of the following titles:

5 AKC/CKC/UKC show points with 1 major;

OR

1 FCI show title;

OR

IABCA HnrCH;

OR

1 basic household title (CGC family, Trick Dog, Virtual Home Manners, Farm Dog, CGN, Spot-On), AND 2 intermediate working or performance titles in any field (obedience, tracking, agility, detection, hunting, nose work, dock diving, sledding, weight pulling, packing, etc), AND 1 temperament or therapy dog title/certification (TDI, ThD, etc.);

OR

1 basic household title (CGC family, Trick Dog, Virtual Home Manners, Farm Dog, CGN, Spot-On), AND 1 advanced working or performance title in any field, (obedience, tracking, agility, detection, hunting, nose work, dock diving, sledding, weight pulling, packing, etc) AND 1 temperament or therapy dog title/certification (TDI, ThD, etc.)

Breeding Dog, whether accidentally or intentionally, prior to meeting these requirements will void all warranties and guarantees stated in this contract.

Seller does not warrant Dog against Pyometra (open or closed). If Dog develops pyo, and must be desexed, Seller is under no obligation to replace Dog.

In the event that Dog is bred, Seller does not warrant or guarantee fertility/potency, breeding ability, litter size, litter health, puppy quality, whelping ease, or Dog's ability to care for puppies.

In the event that Dog is bred, and subsequently dies, or must be desexed due to complications from breeding, Seller is under no obligation to replace Dog.

In the event that Dog is bred, Buyer is the sole owner of all puppies produced by Dog and Buyer has all responsibility to all puppies produced.

Seller has no claim to any puppies, nor to any money made on the sale of such puppies. Seller will have no say in the care, raising, or disposition of such puppies.

Seller will not warrant or guarantee puppies produced by Dog. Buyer must offer any and

all warranties and guarantees to puppy buyers.

Seller is also under no obligation to screen puppy buyers for Buyer, or to write contracts. If Buyer requests assistance in these matters, Seller may elect to assist Buyer at no cost to Buyer.

If Buyer requests it, Seller may, at Seller's discretion, list Buyer's puppies on Seller's website to assist with puppy placement. If this happens, Seller will list Buyer's contact information with the puppies so potential buyers may contact Buyer directly. Seller will charge \$50 per week for this.

For Stud Dog Only:

Seller retains ownership and possession of any previously collected and frozen semen from Dog. Seller is under no obligation to transfer ownership or possession of previously collected and stored semen. Previously collected semen may be used on bitches owned by Seller or on outside bitches as determined by Seller. Seller reserves all rights to continue to list Dog as a Stud Dog on Seller's website as long as Seller possesses semen from Dog. Buyer has no say in what bitches semen is used on. Seller is under no obligation to inform Buyer how much frozen semen Seller is in possession of.

Buyer does not have any claim to any money for stud service fees or stud service puppies from litters produced using retained semen. Buyer has no obligation or responsibility towards litters produced using retained semen. Buyer has no part in litter or puppy registration when retained semen is used.

Buyer is under no obligation to give Seller additional stud services or rights to collect from Dog after sale.

Once a year, Seller will notify Buyer how many males and females and what coat colors were in litters produced through the year using retained semen as well as any health or genetic issues that have appeared in puppies produced by stud services, but will not inform Buyer as to registered names and numbers, the disposition of puppies, nor to the purchase price, or trade terms.

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LIMITED REGISTRATION/NON-BREEDING CONTRACT

Dog is not warranted to fit breed standard well enough to be classified as full registration quality, but is warranted against structural or cosmetic faults that affect Dog's working/performance abilities or quality of life.

If faults are severe enough to affect performance/working abilities or quality of life, Buyer must send Seller required documentation from veterinarian, and statements from 2 AKC, CKC, UKC, FCI or IABCA judges, responsible handlers, trainers, or breeders each with a minimum of 2 years experience in the breed. All statements must include names, addresses, phone numbers, and experience, along with evaluation of Dog's faults, and how the faults affect Dog's life.

If Dog's performance/working abilities or quality of life are CLEARLY affected by severe faults, such as extremes affecting Dog's ability to eat, breath, move normally, or play/train/work, Dog will be replaced.

If Dog's performance/working abilities or quality of life are POSSIBLY affected by minor to moderate faults, such as moderate size, bite, or angulation issues, that may affect Dog's life or ability to work, Buyer must bring Dog to Seller at Buyer's expense, and Dog will be evaluated by an additional AKC, CKC, UKC, FCI or IABCA judge, responsible handler, trainer, or breeder dealing in similar bloodlines or type each with a minimum of 2 years experience in the breed, and 1 veterinarian all of Seller's choosing, at Seller's expense. If Seller, evaluator, and veterinarian agrees that faults are affecting the Dog's performance/working abilities or quality of life in any degree, Dog will be replaced.

Dog does not have to be desexed in any form, (OSS, vasectomy, castration, or partial or full hysterectomy) at any time in life. Dog may be kept intact at Buyer's discretion. However, breeding Dog, whether accidentally or intentionally at any time, unless stated below, will void all warranties and guarantees stated in this contract.

If, at 24 months of age, Dog does indeed mature into full registration quality, Buyer may contact Seller for breeding rights.

For this, Buyer must chose to either:

bring Dog to Seller at Buyer's expense for an evaluation

OR

choose to send Seller the following:

- 5 statements evaluating Dog's quality. All statements must be from AKC, CKC, UKC, FCI or IABCA judges, ethical handlers, trainers, or breeders dealing in similar bloodlines or type each with a minimum of 2 years in the breed. All statements must include names, addresses, phone numbers, and experience.

- Close up video of Dog gaiting.

- 360 degree close up video of Dog while stacked.

- Close up photos of Dog's head.

- Documentation of PASSING Hip, Elbow, Patella, Eye, and Cardiac Certifications.

If Seller agrees that Dog is full registration quality, Buyer must pay for the change of registration option, and Seller will lift limited registration.

This must be done before *(25 months of age)*. If Buyer does not contact Seller by this date, Seller is under no obligation to lift the limited registration at any time or to honor warranties or guarantees if Dog is bred.

If Seller does not agree that Dog is full registration quality, Dog will retain limited

registration.

If Seller agrees that Dog is full registration quality, but Buyer chooses not to pay the change, Seller will not lift the limited registration. Warranties and guarantees will not be voided in the event Dog is bred. However, since limited registration is still in effect, Buyer understands that resulting puppies may not be registered.

If Dog is bred under this limited contract, Buyer understands that no resulting puppies may be registered, and Seller is under no obligation to lift the limited registration so that puppies may be registered.

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#### CO-OWNERSHIP

Buyer and Seller will be listed as co-owners on all registration papers. Seller will remain primary owner and sole signatory. Seller will be primary contact on Dog's AKC Reunite enrollment, with Buyer being alternate contact.

Seller will retain original registration papers and send Buyer photocopies. Buyer and Seller will both possess AKC Reunite paperwork. Dog will live at Buyer's home except for breeding, showing, and titling.

Dog will be kept on specific dietary supplementation year round, as dictated by Seller. Seller will pay for vaccines and parasite control. Buyer will not use any dietary supplements, medications, vaccines or parasite control that were not approved by Seller.

Buyer will pay for license, if required in Buyer's community.

Daily upkeep and feeding, including necessary supplements, as well as emergency veterinary treatment will be the financial responsibility of the party in possession. If Dog requires emergency veterinary treatment while in Buyer's possession, and Buyer cannot financially cover such treatment, Seller will pay for veterinary treatment, and retain puppy or puppies from Buyer's half of the next litter for reimbursement. Seller will retain 1 puppy per \$1,000 spent on emergency care, rounded up to the nearest \$1,000.

Party in possession of Dog is fully responsible for any aggressive action or behavior exhibited by Dog.

When in Buyer's possession:

Buyer is solely responsible for care and control of Dog, including training and containment to prevent Dog from displaying aggressive or dangerous behaviors.

Buyer is responsible for protecting Dog from illness, injury, or death at the hands of other animals, people, or Dog's own actions.

If Dog becomes ill or injured to the point that Dog can no longer be bred, or is killed, or sustains life limiting or life threatening injuries due Buyer's negligence, or lack of care and control, Buyer will reimburse Seller for loss. If Dog is still alive, Buyer must pay to have Dog desexed, and Seller will sign full ownership of Dog to Buyer. If Dog sustains

life limiting or life threatening injuries, Buyer will pay to have Dog euthanized.

Loss will be the cost of 5 puppies per litter still due.

If Dog becomes ill or injured to the point that Dog can no longer be bred, or is killed, or sustains life limiting or life threatening injuries due to no fault of Buyer (including due to pregnancy and whelping complications), Buyer has option to pay to desex/euthanize (if applicable) Dog and get a replacement co-owned dog of equal value and quality, and comparable bloodlines to finish out contract. If Buyer chooses this route, replacement dog will be titled and health tested as stated in contract prior to breeding.

Buyer will do nothing that would put Buyer in less than good standing with the AKC, UKC, CKC, FCI, AMCA, HSUS, ASPCA, or local animal welfare groups, or dog clubs. Buyer will do nothing that will get Dog seized by animal welfare or law enforcement agencies. If Buyer violates this condition, Buyer will immediately sign full ownership of Dog to Seller, relinquish all ownership and possession rights to Dog, and this contract will become voided immediately.

Any split costs stated below will be paid by Seller at time of billing. Seller will send Buyer certified letter with copy of invoices on day of payment. Buyer has 14 days to reimburse Seller for Buyer's portion of the expenses. If Seller does not receive reimbursement in full in this time period, Seller will send Buyer another certified letter on day 15, with copies of invoices. Buyer must pay fees in full along with an additional 50% of Buyer's share for late fees and penalties. If Seller does not receive all money due within 7 days of receipt of second letter, this contract is considered breeched by Buyer, and additional penalties will be assessed as stated below.

The second time Buyer is 14 days delinquent in reimbursing Seller for Buyer's share of costs, this contract is considered breeched by Buyer.

Unless already obtained, Dog will receive the following titles and certifications, at a minimum prior to 30 months of age:\*

AKC/CKC: 5 points with 1 major (in either country or combined), 2 Intermediate performance/working titles, 2 companion titles (CGC family, trick dog, virtual home manners, therapy dog, etc)

AMCA: WLD or WTD or WWPD or WPD

Other: 1 passing rating in an FCI International show, or 1 passing rating in FCI National shows in 2 countries, or IABCA HnrCH

Passing Health Screening: hip, elbow, patella (24 - 26 months of age), eye and cardiac (12-18 months of age) then yearly, CHIC Number.

\* If Dog cannot obtain one or more minimal titles, due to legitimate causes, Dog may still be bred as scheduled. However, if Dog cannot obtain health screening certifications, Dog will be altered.

Costs of training to obtain these titles is split 50/50 between Buyer and Seller. Cost of hiring handler to title and campaign Dog is also split 50/50. If one party chooses to



handle Dog, that party will pay for travel and lodging expenses, and the other party will pay entry fees. Cost to title Dog past these minimums is 100% the responsibility of the deciding party.

Dog will be bred 1<sup>st</sup> heat cycle after 24 months of age AND health testing/titling requirements are met. Dog will be bred 2 back to back heat cycles, then the co-ownership will be terminated.

Dog will be bred to a stud dog of both party's agreement. If both parties cannot agree on a stud dog, Seller will make a list of 3 - 5 possible stud dogs, and Buyer will choose stud dog from that list. The next time agreement cannot be reached, Buyer will make the list, and Seller will choose the stud dog.

All breedings will be done by AI at Seller's veterinarian, unless stud dog is owned by Buyer or Seller. All stud dogs open for consideration must meet all of the following minimum criteria:

Champion in any country OR a CAC in 1 FCI International or National show.

CHIC number

DNA profiled through AKC

Brucellosis tested yearly, and sperm count/motility test done at time of collection, showing a good quality collection.

No stud service puppies will be offered. Paid fees only.

If any breeding does not take, or any litter is born stillborn, or dies shortly after birth, Dog will get a complete physical, and dietary supplements will be increased. Dog will skip a heat cycle then continue the scheduled breedings.

Buyer and Seller will split the following breeding and puppy costs 50/50:

Stud Service Fees

Pre-Breeding Health Screens

Insemination

Relaxin Test

Vet Assisted/C-Section Whelping

AKC Litter Registration

AKC Individual Registration for each puppy

Microchipping/AKC Reunite Enrollment for each puppy

AKC and OFA DNA Profile for each puppy

Embark Breeder's Kit DNA Tests for each puppy

After breeding, Dog will be brought by ground transport to Seller's home, and remain until puppies are weaned. Seller will whelp litters at Seller's home with basic whelping expenses at Seller's expense.

Litter will be AKC and UKC registered at birth. At breeding time, Buyer will sign authorization form for Seller to register litter online. Litter will be registered 48 hours from time of first puppy birth.

Before 7 days of age, Seller will also microchip each puppy, enroll each microchip with AKC Reunite, and collect DNA samples from each puppy for AKC DNA profile, OFA DNA profile, and for Embark Breeder's Kit.

Litter split is 50/50. Buyer must visit Seller when puppies are 42 days of age. Seller picks 2 puppies of either gender or one of each gender, then Buyer picks 2 puppies of either gender or one of each gender. After this, Seller picks 1 puppy of either gender, then Buyer picks 1 puppy of either gender. In this fashion, Seller and Buyer take turns picking puppies until litter is split.

In the event of odd number of puppies or a small litter, puppies will be split as follows:

Odd Number - Buyer always receives odd puppy

1 puppy litter - Buyer always receive puppy

2 puppy litter - 1<sup>st</sup> time - Buyer pick's Buyer's puppy, and Seller receives other one. 2<sup>nd</sup> time - Seller picks Seller's puppy, and Buyer receives other one.

3 puppy litter - 1<sup>st</sup> time - Seller picks 1 puppy, Buyer receives the other 2. 2<sup>nd</sup> time - Buyer picks 1 puppy, Seller receives the other 2.

At litter split, Buyer and Seller will sign off to remove co-ownerships for all puppies. Buyer and Seller will be sole owners of their respective puppies. At this time, Buyer will pay Seller for the cost of microchips, registration, and all DNA for Buyer's puppies. Buyer must return at 56 days of age to take Dog and Buyer's puppies home.

Buyer must notify Seller of the names for each of Buyer's puppies for Seller's records. Buyer is not allowed to use Seller's kennel name in the registered names for any of Buyer's puppies.

If Buyer cannot visit Seller when puppies are 42 days of age, Seller will pick Seller's first two puppies, then send Buyer videos and photos of the rest. Buyer will pick Buyer's first two puppies. After this, Seller and Buyer take turns picking puppies in the same manner. If this happens, Buyer has until puppies are 49 days of age to visit Seller, change ownership, and will again take Buyer's puppies and Dog home at 56 days of age.

Unless otherwise agreed upon in writing, if Buyer does not pick up Buyer's puppies and Dog or pay to have puppies and Dog transported back to Buyer by the time the litter is 56 days of age, Seller will consider puppies and Dog abandoned, and this contract will be considered breached by Buyer.

When litter is split, Buyer and Seller are sole owners of their respective puppies with no further claim or responsibility to the other party's puppies, nor to any money made on the sale of the other party's puppies. Buyer and Seller will have no say in the care, raising, or disposition of the other party's puppies. No puppies will be co-owned by Buyer and Seller, unless Buyer chooses not to pay for change of ownership.

Seller will not warrant or guarantee Buyer's puppies to Buyer's puppy buyers. Buyer

must offer any and all warranties and guarantees to Buyer's puppy buyers. Seller is also under no obligation to screen potential puppy buyers for Buyer or to write up contracts for Buyer. If Buyer requests assistance in these matters, Seller may assist Buyer in these matters, at no cost to Buyer.

If Buyer needs replacement puppies to honor warranties or guarantees for previous puppies sold by Buyer, such puppies will come out of Buyer's portion of the litter. Seller will not give additional puppies to Buyer to be used as replacement puppies.

Seller is under no obligation to give Buyer leads to potential puppy buyers. If Buyer requests it, Seller may, at Seller's discretion, list Buyer's puppies on Seller's website to assist with puppy placement. If this happens, Seller will list Buyer's contact information with the puppies so potential buyers may contact Buyer directly. Seller will charge \$50 per puppy for this.

If Buyer does not fully reimburse Seller for Buyer's share of pre-breeding health testing, insemination, and stud service fees plus any incurred late fees prior to 21 days post-breeding/insemination, Seller will retain possession and full ownership of all puppies, and Buyer will not have any claim to any of the puppies or any money from the sale of any puppies. Buyer will sign away ownership of all puppies at birth.

If Buyer does not reimburse Seller for Buyer's share of litter and individual registration, microchipping, and DNA testing/profiling plus any incurred late fees by the time the litter reaches 42 days of age, Buyer will have no choices in puppy picking. Seller will choose Seller's puppies, and Buyer will receive what Seller did not pick. Seller will not release possession or sign away ownership of Buyer's puppies until fees are paid in full. Buyer must visit by 49 days of age to sign away ownership of Seller's puppies, and take Dog back home, with Buyer's puppies remaining in Seller's possession until reimbursement is made in full.

On day 50, Seller will begin charging \$10 per puppy per day boarding costs. Seller will not release possession or ownership of puppies to Buyer until reimbursement, late fees, and boarding fees are paid in full.

If puppies reach 56 days of age, and fees have not been paid in full, Seller will retain possession and full ownership of all puppies, and Buyer will not have any claim to any of the puppies or any money from the sale of any puppies. Buyer will sign away ownership of all puppies immediately.

If Buyer does not wish to pay for change of ownership for Buyer's puppies at time of litter split, Buyer must sign off ownership of Seller's puppies, and Seller will retain possession of Buyer's puppies and all registration papers. Buyer's puppies will remain co-owned by Seller and Buyer until change of ownership fees are paid in full. Seller reserves the right to list and sell co-owned puppies with Buyer having no say in placement, terms, or asking price. Buyer and Seller will split the sale price of any co-owned puppies 50/50. If litter reaches 56 days of age and Buyer has not paid for change

of ownership, Seller reserves the right to pay Buyer 50% of asking price for Buyer's puppies to purchase Buyer's share of the litter.

If Buyer cannot or does not wish to financially cover Buyer's half of expected litter expenses for a planned breeding, Buyer may submit a written statement to Seller prior to first day of heat cycle, and Seller will retain full ownership and possession of all puppies produced in the litter, and will not request any money paid by Buyer. Buyer will sign away ownership of all puppies when litter is registered at birth. This breeding will count towards the 2 planned breedings before severing this contract.

Buyout of Dog is possible at any time prior to 2 litters, if mutually agreed upon at a written price. Should this happen, Buyer must pay the buyout fee plus any necessary transport fee in full, and Seller will sign off on all registration papers, giving full ownership and possession of Dog to Buyer. This contract will be severed, and Buyer and Seller will sign full registration, regular purchase contract. Seller will not have any claim to future puppies or money made from sale of such puppies.

Once dog has 2 litters as stated above, this contract is severed. Unless stated below, once this contract has been severed, Seller will sign away ownership of Dog with full registration, and Seller and Buyer will sign a new full registration buyer contract. Buyer will not reimburse Seller any more money for standard contract. Seller will no longer have any claim to any future puppies produced by Dog, nor to any money made from sale of such puppies.

Dog will be age-appropriately desexed with Seller giving full ownership to Buyer if any of the following conditions occur:

Dog fails health screenings.

Dog cannot obtain minimum titles due to physical faults or temperament problems.\*

Dog develops a health condition or becomes injured to the point that Dog can no longer be bred safely.

Dog produces poor quality or faulty puppies.

\* If Dog cannot obtain minimum titles due to other legitimate causes , Seller will sign full ownership with full registration to Buyer.

If Buyer allows Dog to be bred accidentally or intentionally other than mutually agreed upon, Buyer will have 30 days from date of birth of litter to pay Seller the remaining original asking price, and Seller will sign full ownership of Dog and all puppies to Buyer. If Buyer does not pay the remainder of the original asking price by the time the litter reaches 31 days of age, this contract will be considered breached by Buyer.

If this contract is breached by Buyer for any reason, Buyer will sign full ownership and possession of Dog to Seller, and will not receive any refund or reimbursement for any money paid for Dog or refund or reimbursement for any expenses paid in regards to this contract. If Dog is pregnant or nursing, Buyer will also sign full ownership of entire litter to Seller. In this case, Buyer will no longer have any claim to current or future puppies

produced by Dog, nor for any money made from sale of any current or future puppies.

If Buyer is unwilling to sign away ownership of Dog after breach of contract, Seller will contact registries and AKC Reunite, and send copies of this contract along with documentation showing breach of contract to remove Buyer's name from Dog's registration and microchip. If Buyer does not return Dog to Seller, Seller will contact authorities and have Dog removed from Buyer's possession.

If Buyer is unwilling to sign away ownership of litter after breach of contract, Seller will charge Buyer \$25 per day per puppy beginning when the litter is 42 days of age, as this will create an issue where Seller cannot rehome puppies, and must keep them longer. This fee is effective until Buyer signs away ownership of litter.

If this contract is breached by Seller for any reason, Seller will sign full ownership and possession of Dog to Buyer. If Dog is pregnant or nursing, Seller will also sign full ownership of entire litter to Buyer. In this case, Seller will no longer have any claim to current or future puppies produced by Dog, nor for any money made from sale of any current or future puppies.

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RETIREMENT/PET CONTRACT

Dog has been deemed unsound or unsuitable for a show, performance, working, or breeding home and life due to: (*age, health, conformation, temperament, etc.*)

Seller is not representing Dog as a show, working, performance, or breeding dog. Buyer understands that Dog is being sold as only a family companion and pet.

Dog has been age-appropriately desexed and will come with no registration at all. Registration papers have all been voided and returned to registries.

Seller only warrants and guarantees general health for the first 5 days. Unless otherwise stated in writing, Seller does not warrant or guarantee against inherited health problems, age related health problems, soundness, working, or performance abilities.

Buyer understands that in the event that Dog is being rehomed due to surrender, Seller may not have complete control over Dog's upbringing, previous life, or training.

If Dog is a surrender, Seller has attempted to learn all Dog's temperament, behavior, and health issues using statements from previous owners, veterinarians, and observation and handling of Dog after surrender. However, Buyer understands that there may be a risk regarding such issues that did not manifest themselves, and Buyer understands that Seller cannot warrant or guarantee against these.

If such issues arise, Buyer may contact Seller and return Dog at any time, with no questions asked.

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We understand that if any dispute arises out of this contract, such dispute will be handled

and resolved only between Buyer and Seller and legal representatives hired by parties. We understand that neither party will take the dispute to social media or any internet forum or discuss the dispute with any other party during resolution time. After resolution, the dispute may be posted on social media and internet forums or discussed freely, but only with evidence-based facts. Any unproven allegations posted on social media or internet forums, or discussed in person, will be considered libel or slander, and the posting/discussing party will be legally and financially responsible for any damages resulting from such posting/discussion.

All disputes will be handled by mediation in Seller's county at Buyer's expense. If mediation does not resolve such dispute, we agree that litigation will be handled by civil court in Seller's county at Buyer's expense.

We, the undersigned, testify that we have read, understand, and agree to all terms and conditions expressed herein.

This contract, and all terms and conditions was approved by both parties on this \_\_\_ day of month, 20yy.

|       |               |
|-------|---------------|
| _____ | _____         |
| Buyer | Dayna Padgett |
|       | Seller        |
| _____ | _____         |

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

(Buyer) personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named who acknowledged to me that he/she/they signed, executed, and delivered the foregoing power of attorney on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**It is the consumer's right, pursuant to section 828.29, Florida Statutes,**

to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medication administer to the animal, and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been health at the time of the veterinary examination. In the event that the consumer purchases the animal and find it to have been unfit for purchase as provided in section 828.29 ( 5 ), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.