

## Crooked Branch Ranch Contract

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**Buyer:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**And**

**Seller:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

UPON PAYMENT of the sum of \$ \_\_\_\_\_ paid by Buyer to seller (the "Purchase Price"), receipt of which is hereby acknowledged, Sell grants, sells, conveys and transfers ownership of the following dog/puppy to Buyer.

Name of dog/puppy: \_\_\_\_\_ Pick Number \_\_\_\_\_

Breed \_\_\_\_\_ Date of Birth \_\_\_\_\_

Sex \_\_\_\_\_ Microchip # \_\_\_\_\_ Color \_\_\_\_\_

Sire Name \_\_\_\_\_ Registration # \_\_\_\_\_

Dam Name \_\_\_\_\_ Registration # \_\_\_\_\_

Puppies were bred by seller and owns both Dam and Sire.

State of Health All vaccines are current for age, please see attached Health Certificate from Vet

***The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of Dog/Puppy.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller

Initial \_\_\_\_\_

## Terms and Conditions

### 1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$ \_\_\_\_\_, with payment of the balance of \$ \_\_\_\_\_ due upon release of the Dog/Puppy to buyer. The expected delivery date is \_\_\_\_\_, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, check, or Paypal (credit/visa card fees are buyers responsibility). Payments need to be cleared before Dog/puppy are released. (Balance does not include shipping, kennel or other misc. items Buyer is responsible for.)

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog/Puppy if:

- (a) Buyer fails to complete the purchase of the Dog/Puppy for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within \_\_\_\_\_ days of the agreed delivery date.

In either event, Seller shall be free to sell the Dog/Puppy to another party.

In the event that the Dog/Puppy is not available due to sickness, death or any other circumstances owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of \$ \_\_\_\_\_ per day will be charged for each day the Dog/Puppy is boarded by Seller past the agreed delivery date.

### 2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller will provided AKC Registration Application along with Dog/Puppy.

\_\_\_\_\_ Dog/Puppy is being sold with **PARTIAL AKC RIGHTS** - Dog/Puppy is not being purchased for breeding and will be spayed/neutered after 6 months of age. Breeding Dog/Puppy will result in a breach of contract and Buyer will be responsible to pay Seller the difference of Partial AKC Rights price of Dog/Puppy with Full AKC Rights.

\_\_\_\_\_ Dog/Puppy is being sold with **FULL AKC RIGHTS** an additional fee with a total Purchase price now being \$ \_\_\_\_\_ Buyer agrees to breed Dog/Puppy to an AKC Registered Purebred Dog/Puppy of same breed. If a female dog is bred before she is 2 years of age, she is not guaranteed for any genetic/hereditary defect.

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### **Seller's Obligations**

1. We will be honest and not misrepresenting, fraudulent or misleading.
2. We are responsible for animals under our care while under our supervision. The Health of the animal can only be guaranteed while under our direct care.
3. Will provide pedigree and any requested documentation of our breeding stock.
4. The animal will be vet checked, will be current with vaccinations and be dewormed.
5. Will provide a Health Certificate from a Veterinarian.
6. Will provide AKC "American Kennel Club" New owner registration form. Please complete this form at your earliest convenience by sending in the mail or completing online.
7. Will provide a Canine Health Record
8. In the best interest of the animal, seller reserves the right to cancel this agreement at any time especially if Buyer is found to be misrepresenting, fraudulent, misleading, or dishonest.

### **Buyers Obligation**

1. We will be honest and not misrepresenting, fraudulent or misleading.
2. Will accept full ownership and responsibility for the life of the animal to maintain the highest of standards of canine health, cleanliness and care.
3. Will take full responsibility for the training, socialization and upbringing of the animal.
4. No animal will be knowingly sold, donated or gifted to a franchised commercial facility, puppy broker, puppy mill or agent. You will not breed the animal for any of these activities. The animal will not be sold or donated to a research laboratory. No animal will be offered as a prize or sold at an auction. No animal will be used for illegal purposes.
5. If for any reason you are not able to keep the animal and decide to re-home the animal you will: FIRST try to contact us and ship it back to us at your expense, or SECONDLY, find a suitable home in the best interest of the animal.
6. If the animal is intended as a gift, you guarantee that the owner will abide by these agreements.

**Buyer** agrees that this Dog/Puppy will be fed according to the following guidelines:

- The Dog/Puppy's weight shall be kept within 5 pounds of the veterinarian and or/SELLER'S recommendations in accordance with the age of this dog.
- It is best to find a large breed puppy food that has a Protein Level of 28.0% to 31.0%
- Around 6 months of age you can switch them to a large breed adult dog food with a Protein level of 23.0% to 26.0%.
- It is best if the dog food has Glucosamine and Chondroitin to help their joints as they grow and Omega-6 and Omega-3 fatty acids for healthy coat and skin.

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**Guarantee is limited to a puppy replacement.**

This Dog/Puppy is, to the best of SELLER’S knowledge, of sound body, good health and free of any communicable disease at the time of sale/placement. BUYER has three (3) days from the deliver date stated to have this Dog/Puppy seen by a licensed veterinarian of their choice. If the veterinarian finds serious illness within three (3) days, this Dog/Puppy may be returned to SELLER for a new pup of equal quality from breeders next available litter (Shipping charges are responsibility of BUYER). BUYER must furnish the veterinarian’s contact information, a veterinarian report, x-rays where applicable, including the micro-chip number (if applicable). SELLER has the right to have Dog/Puppy seen by their own veterinarian once Dog/Puppy is returned. If BUYER is requesting a new pup of equal quality from breeders next available litter, the BUYER must return the Dog/Puppy within five (5) days of the veterinarian’s examination. If the Dog/Puppy is NOT returned within the five (5) days, post examination, it is assumed the BUYER will keep the Dog/Puppy at their own risk with no health guarantee. No veterinary expenses will be reimbursed. No monetary reimbursement will be given unless agreed upon by both Seller and Buyer.

The following warranty applies to the original BUYER only, its **NOT TRANSFERABLE**. If a health defect is determined to be genetic/hereditary. Crooked Branch Ranch will replace the Dog/Puppy with a Dog/Puppy of the same sex and color as soon as possible.

**ALL DIAGNOSTIC, RETURNS, REPLACEMENT, SHIPPING EXPENSES WILL BE THE BUYER’S RESPONSIBILITY**

Hip or Elbow Dysplasia - Puppy must be x-rayed no later than 25 months for hip dysplasia and 12 months for elbow dysplasia. If your veterinarian suspects a problem the x-ray must be verified with OFA (Orthopedic Foundation for Animals) as to the condition of the hips or elbows.

These warranties are dependent upon demonstration that the Dog/Puppy has received adequate care and nutrition. Abuse, neglect, or trauma in any way that affects the development or well being of the puppy will void these warranties. For, example, jumping out of the window of a car, being dropped by children or adults, excessive exercise, and anything that is not reasonable care.

This agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this agreement.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Buyer

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Seller

**Acknowledgment of receipt**

I have acknowledge that I have received the Dog/Puppy into my possession.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Buyer

Initial \_\_\_\_\_

Initial \_\_\_\_\_