



STONESRIVER KENNEL

BRITTANYS

268 BRITTANY LANE
MANCHESTER, TENNESSEE 37355

931-222-9288

inquiry@stonesriverkennelbrittanys.com

Brittany Puppy will be referred to as "puppy" in this contract.

This agreement is made and entered into this day (Date), by and between Stonesriver Kennel Brittanys (Seller), and (Name of Buyer), for the purpose of setting forth the terms and conditions of the adoption by the Buyer of a purebred Brittany puppy from the (Seller.)

Whelped on: Date: (01/01/0000)

AKC Litter Reg #: 000000000 Micro #: N/A Color: (Orange and White) Gender: (Female)

Sire: (Stonesriver Sire) AKC Reg #: (000000000)

Dam: (Stonesriver Dam) AKC Reg #: (000000000)

For \$900.00 (no breeding rights) or \$1500.00 (full breeding rights), the Seller agrees to sell, and the Buyer agrees to adopt a purebred female or male companion puppy from the litter described above subject to the following terms.

\$ 250.00 non-refundable deposit on execution of the Agreement with the balance of \$ 650.00 or \$1250.00 to be paid on or before the puppy leaves the Seller's premises. Transfer of ownership will not occur until the balance is paid in full. If the balance due is not paid by (Date), this Agreement shall be cancelled, and the Buyer forfeits the deposit given hereunder. If the Buyer changes his/her mind at any time, for any reason and decides to surrender the puppy, any money paid will not be returned.

1. Seller warrants that the above-described puppy is a purebred puppy and will be registerable with the AKC (American Kennel Club) and that registration papers have / have not been provided to the Buyer as of the date of the completed purchase, together with a copy of the Sire and Dam's pedigree. The AKC Litter registration number is provided as proof **only the litter is registered**. Registration of the puppy is at the cost of the Buyer.

2. The Seller guarantees that the above-described puppy is in good health at the time the Buyer assumes ownership. The Buyer agrees to have the puppy examined by a licensed Veterinarian within 72 hours (not including weekends and holidays) of receipt of the puppy at the Buyers' expense. The Breeder will not be responsible for parvo, distemper, adenovirus type2 (hepatitis) or para-influenza. Our puppies are raised in disease free kennel and have received their first vaccine

and series of deworming; they have been cleared by our veterinarian of any health issues. If the puppy is not examined by a licensed veterinarian within 72 hours of leaving the Seller's property this guarantee ends. **Seller guarantees that the puppy will be free of any life-threatening hereditary diseases that would interfere with a good quality of life for the puppy within 12 months from date of birth.**

****Note: We cannot be held responsible for, and our guarantee does not cover diseases contracted before the booster at 4 months, any liability for any injury, or illness caused by stress induced hypoglycemia, canine influenza, pneumonia, parasites; intracellular, protozoan, internal or external, hepatitis, allergies, infections or other diseases/illnesses/viruses contracted after leaving our care.***

3. If, as a result of your Veterinarian's examination, the Veterinarian determines that the puppy is not in good health, the Buyer shall, within 72 hours after the date of the signing of this contract (excluding weekends and holidays), present to the Seller, a written Veterinarian's certificate stating that the puppy was in ill health when examined. Upon receipt by the Seller of said certificate, and the Buyer has the following options; Buyer elects to keep the puppy, the Seller will refund one half of the monies paid for the puppy. The Buyer elects to return and choose a replacement puppy of like quality from the next available litter at no extra cost. Buyer elects to return the puppy to the Seller, at the Buyer's expense. Upon receipt of the puppy, the Seller shall be obligated to refund all monies received from the Buyer toward the purchase price of the puppy, and further performance under this contract shall be canceled. All action taken to return the puppy shall be done with the best interest of the puppy in mind and the Buyer shall be responsible for taking good and reasonable care of the puppy until the Seller receives the puppy. In the event of death of said puppy, the Buyer must have a necropsy preformed at their expense by a licensed Veterinarian listing the manner of death and a copy of the report sent to the Seller before a replacement puppy is given from the next litter when available, if the Buyer refuses replacement this contract ends. Under NO CONDITION will the Seller replace this puppy or adult Brittany where the Seller was not advised of its' being ill beforehand or euthanized without the Seller's permission.

4. The puppy must be picked up at the Sellers' residence, unless previous arrangements have been agreed upon between the Seller and the Buyer.

5. The Seller has sold this puppy as "pet quality" and the Buyer agrees this puppy WILL NOT be used for breeding unless breeding rights were purchased at the time of this agreement.

6. The Buyer agrees to have the puppy spayed/neutered: Buyer shall provide the Seller with the proof of spaying/neutering via email at spayneuter@stonesriverkennelbrittanys.com by one year of age for males and after first heat cycle or by one year of age for females. If the puppy has not been spayed or neutered by this date, then the Buyer agrees to pay the Seller an additional **\$600.00 for breeding rights of a non-registerable litter if breeding rights were not previously obtained at the time of adoption.**

7. The Seller does not refund any money to the Buyer upon receipt of evidence from a licensed Veterinarian that the puppy has been spayed/neutered.

8. The Puppy will carry the "Stonesriver Kennel" kennel name if breeding rights are obtained by the Buyer.

9. The Buyer agrees that he/she is not acting as an agent in the purchase of this puppy and that the Buyer will not sell this puppy or its progeny to any agent or pet store. The Buyer agrees that the puppy will reside at the home of the Buyer, have access to a fenced yard, not be chained or tethered, will be provided with proper housing, a superior quality diet, annual vaccinations, and exercise.

10. **The Buyer agrees** that if it becomes necessary to transfer ownership, sell or otherwise dispose of this Brittany, the Buyer will notify the Seller before taking such action, then at the Sellers' option the puppy/adult will be **surrendered to Stonesriver Kennel Brittanys or NBRAN**. (National Brittany Rescue and Adoption Network) **Exercise shall be notice by both phone at 931-222-9288 and email sent to Seller at inquiry@stonesriverkennelbrittanys.com**

11. If applicable, the microchip number will be listed above, and the puppy will be microchipped before the Buyer takes the puppy home. The microchip will be registered to the Seller, Stonesriver Kennel Brittanys through AKC Reunite. Instructions for transferring ownership of the microchip will be given to the Buyer at the time of adoption. All fees for transfer of the microchip to the Buyer will be at the buyer's expense. There is a \$29.95 fee for transferring a pet's record. You can submit your transfer request online for only \$22.95 at www.akcreunite.org/transferyourpet.

This Agreement is made and signed by both parties to ensure the well-being and protection of this puppy/adult Brittany. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement.

Seller: _____ Date: _____

Seller: Cynthia Marie Fulton or Jay Patrick Fulton DBA Stonesriver Kennel Brittanys

Address: 268 Brittany Lane, Manchester, Tennessee 37355 Phone: 931-222-9288

Contact: info@stonesriverkennelbrittanys.com

Email: spayneuter@stonesriverkennelbrittanys.com Website:
www.stonesriverkennelbrittanys.com

Buyer Signature: _____ Date: _____

Buyer Print Name: _____

Address: _____

Phone: _____ Email: _____

*This contract is under the jurisdiction of the state of Tennessee. In the event of any dispute, the parties mutually agree that the dispute will be settled under the jurisdiction of Coffee County, Tennessee. All parties mutually agree that all lawyer fees shall be paid by the buyer.