

DI MONTAGNA SPINONE

CONTRACT AND BILL OF SALE

Date of Contract: _____
\$300 is to be sent with contract as nonrefundable deposit.
Refund is given if no pups of desired sex are available.

1. THE DOG

Buyer agrees to use Di Montagna as the last words in the registered name.
Registered Name: Di Montagna
(ie Max Di Montagna)
Dog's call name: _____
Breed: Italian Spinone
Sex: Male Female
Date of Birth: _____

Registry **AKC** Registration Full Limited
Coat Color: _____
Dog's Litter Reg. # _____
Registration AKC Application Form: _____

SIRE: _____
AKC Registration # _____
OFA # PENN HIP# _____
CERF _____
CA# _____

DAM: _____
Registration # _____
OFA # _____
CERF # _____
CA# _____

2. THE SELLER (S)

Name: Lane Phillips
Kennel Name: Di Montagna
Street: 10915 S. Surrey Dr.
City: Spanish Fork State: UT Zip: 84660
Telephone: 801-873-3282
Email: lane@lanephillips.com

Price: One Thousand Eight Hundred Dollars
Note: Money must be received prior to receiving/shipping of the puppy.

3. THE BUYER (S)

Name: _____
Kennel Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Telephone: _____
Email: _____

3. CO-OWNERSHIP OF BUYER WITH SELLER

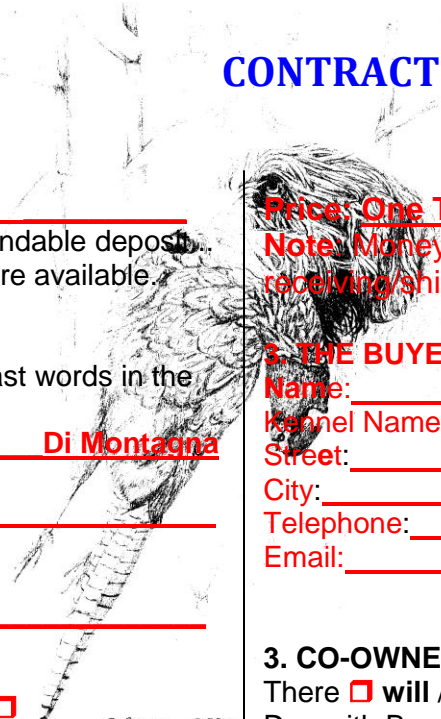
There will / will not be a Co-Ownership of the Dog with Buyer and Seller. The terms of the Co-Ownership agreement will be documented in Addendum A. Co-Owner must sign at the bottom of this contract. If no Co-Ownership Addendum is attached there is no Co-Ownership agreement and the Dog will be registered in the Buyer's name only.
Seller's Initials: _____ Buyer's Initials: _____

4. BREEDING OF THE DOG

Buyer has all breeding rights of their dog.

5. CONFORMATION/HUNT TEST SHOWING OF THE DOG

Buyer's decision to show/hunt test the Dog in conformation or competition. It is understood that Seller cannot enforce any showing requirements or impose limitations or extra expense on the Buyer.



6. WARRANTIES

6.1 Buyer should take the Dog to a licensed veterinarian for a thorough exam within seven is days from the date of purchase. Otherwise, there no way to prove the puppy was ill prior to or at the time of sale.

6.2 We warrant our puppies to be free from any debilitating, life threatening, hereditary diseases or conditions for the first year of life. We do not knowingly breed dogs with a history of Cerebella Ataxia, Hip Dysplasia, Elbow or any other debilitating conditions or terminal illness. If the puppy is ill and or dies, the seller has the option of returning the buyer's money or replacing the pup with one from the next litter. We have done all that is humanly possible to breed dogs of good health.

6.3 The Seller warrants that he is the owner of the puppies and can transfer ownership to Buyer and a full refund will be given to the Buyer provided that the Dog is returned to the Seller with in one year or purchase. Buyer must furnish a signed statement from two licensed Veterinarians of any medical problem.

6.4 Seller warrants that the Dog is purebred and the pedigree is correct. Pedigree will be provided.

6.5 Seller has no control regarding the future, temperament, habits, appearance and any medical conditions that the dog develops after it leaves the seller and hence does not warrant such. The most the seller may assist in medical costs is the amount the buyer paid for the dog.

7.0 TREATMENT OF THE DOG

7.1 Dog is to be kept as a house pet only. Extensive time in kennels, garages, or tied up outside is not allowed. The dog is to be kept in Buyer's living quarters.

7.2 The Dog will not be used as an attack dog, involved in fighting practices or a guard dog for people, animals, or property.

7.3 It is highly recommended that a professional trainer be consulted to train the Dog and the Buyer in the proper handling of the Dog.

7.4 The Dog is Micro Chipped # _____
 Avid Home Again

7.5 The Buyer has the option of having their dog neutered or spayed.

7.6 The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury. Buyer should take Dog to a Veterinarian at least once a year for annual health examination.

7.7 Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides or will reside.

7.8 If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller

immediately! This Dog may never be sold or given away to any shelter company, research facility, or group. **Dog may be re-homed with family member or other home agreed upon by Seller & Buyer.** If ownership is transferred back to the Seller the purchase price is forfeited and the Dog's registration certificate is signed back over to the Seller. Dog may **not** be used for breeding by any of the transferred parties without written agreement of the Seller. Any other transfer of this Dog without written permission of the Seller shall make the Buyer liable for \$30,000 in damages, payable upon demand to the seller.

7.9 When purchasing said pup all charges relative to the shipping or delivery are to be assumed by the Buyer.

7.10 The Dog shall reside at the address in section 1 page one. Changes in the Buyer's address should be relayed to the Seller. If the dog becomes lost or stolen and after reasonable attempts to contact Buyer have failed, Seller retains the option of paying to have the abandoned or lost dog shipped back to him and Buyer forfeits ownership.

7.11 Remember, for *any* reason you cannot keep your Spinone, Di Montagna will take Dog back, no questions asked.

SIGNATURES:

Buyer: _____

Buyer Date: _____

Seller: _____

Seller Date: _____

When buyer/owner signs and returns contract and deposit to breeder, it will become a binding contract on both parties, subject to the above terms and conditions. This agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Buyer agrees and acknowledges that dog owner has the lien rights for payment of all said expenses and services. Buyer agrees that if any action or arbitration is brought to enforce or interpret the terms of this contract, the proper place of venue shall be Utah County, Utah. Buyer further agrees that should civil action be commenced between the parties of this contract, the prevailing party shall be entitled to \$30,000.00, in addition to any other relief that may be granted, to reasonable attorneys' fees and disbursements as determined by a court of competent jurisdiction. If any provision of this contract is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions of this contract shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

When you are ready to buy a Di Montagna puppy many misunderstandings between a buyer and breeder can be avoided by having a written Contract and Bill of Sale that covers all the issues. Until now, many breeders have avoided using puppy contracts because they claim it is unenforceable. A puppy contract can be made enforceable if the parties consider all issues and agree to them in writing. With the help of many breeders and owners this draft Contract was created. This draft was then presented to an attorney for comment and improvement. The result is a solid, well thought out Contract that can be used by breeders and puppy buyers of all breeds. **Please give proper time and thought to filling out the Contract so that there are no blanks where selections should have been made.** Failing to complete information can lead to ambiguities and ambiguities can lead to the court looking outside of the Contract in order to interpret the intent of the parties. We believe the Contract, if properly completed, should be enforceable. The document need not be notarized to be valid. The Contract and can be rewritten prior to signing if you and I agree on adding or omitting a specific issue. This contact is not copyrighted and is provided as a free service to the dog community in the hope it will avoid misunderstandings between buyers and sellers of dogs.

SIGNATURES:

Buyer: _____

Buyer Date: _____

Seller: _____

Seller Date: _____