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**COMPANION QUALITY PUPPY SALES CONTRACT**

The undersigned (Seller/Breeder) hereby has sold the following Breed of Dog in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to Buyer(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Print Full Name)

Breed of Dog: Akita

Color/Markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Whelped: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AKC REG: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The title of ownership and the right to limited AKC registration on any dog sold under this contract agreement will remain at the Seller's (Breeder) discretion until said Akita has been spayed/ neutered by a licensed veterinarian, not later than six (6) months of age.

1. Section A (Seller's Conditional Release and Guarantees):

a. Provide proper inoculation/vaccinations (including DHLP and Parvo), prior to placing said Akita.

b. Said Akita will be healthy at the time of sale and upon arrival to the Buyer. This period will not exceed seventy-two (72) hours. Within this time period, the Buyer must have an accredited veterinarian examine said Akita. The Buyer must provide a copy of said Akita's written health examination results to the Seller, within seven (7) days from the time of the examination.

c. Seller guarantees that said Akita will be free of hip dysplasia, based on said Akita's parental OFA hip screening rating.

d. If said Akita is found to be dysplastic at the age of two (2) years, the Buyer must submit to the Seller written proof and hips X-Rays from a qualified canine orthopedic specialist or the Orthopedic Foundation for Animals (OFA), within fifteen (15) days from the date of the X-Rays.

e. If found to be dysplastic, the Seller will replace said Akita with another one of equal quality from a future available litter. Availability of a litter will be determined at the Seller's (Breeder) discretion and honored within 2 years from the date hip dysplasia is confirmed. Replacement options in SECTION C of this sales contract will apply. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

 (Seller’s initials) (Buyer's initials)

 d. Seller guarantees that said Akita will be free of genetic disorders such as Progressive Retinal Atrophy (PRA) and hypothyroidism. This health guarantee excludes cancer disorders, flea allergy, and environmental factors such as pollutants (i.e. herbicides, pesticides and chemicals). The Seller reserves his/ her right to obtaining a second opinion by having his/her own veterinarian examine said Akita.

2. Section B (Puppy Deposits):

a. Once pregnancy is confirmed, the Seller will accept $250.00 puppy deposit to secure a puppy. The choosing of the puppies will be determined in the order puppy applications are approved. The Seller (Breeder) reserves his/her right to pick show quality male or female puppy from all owned, co-owned or leased litters.

b. If the Seller cannot provide the Buyer with a puppy (i.e. Buyer reserved a female puppy but only males are born from the breeding), the Buyer has the option to choose a puppy out of the next available litter. If the Buyer chooses not to wait until the next litter is born, the Seller will reimburse the Buyer his/her deposit in full.

3. Section C (Replacement): If said Akita does not meet the conditions stated Section A, the following replacement options may apply:

\_\_\_\_\_\_\_(initials) a. Buyer understands that the purchase price of said Akita is non-refundable.

\_\_\_\_\_\_ (initials) b. Once the Seller (Breeder) has received proof of spaying/ neutering of said Akita, the Buyer will be entitled to a replacement puppy of equal quality from a future available litter, within 2 years from the date said Akita is confirmed dysplastic. The Buyer may accept an older dog if available or a puppy from the opposite sex to said Akita being replaced. The replacement puppy will be placed under the same terms and conditions of the pet companion quality puppy contract, reflected by an addendum to the original pet/companion quality puppy sales contract. All parties involved must sign the addendum.

\_\_\_\_\_\_ (initials) c. If the Buyers prefers to place said Akita (after spaying/ neutering and written proof have been received by the Breeder) in a good loving home. The Buyer must provide the Seller with the new owner’s full name, driver’s license number, home address and a good telephone number.

4. Section D (Incentives to Promoting Puppy Socialization and Puppy Bonding):

a. The Seller will reimburse the Buyer ($50.00) dollars upon receipt of written proof from a licensed veterinarian; of said Akita's spay/ neuter procedure.

b. The Seller will reimburse the Buyer ($50.00) dollars upon receipt of written proof of said Akita's certificate of completion of Basic Obedience training. This method of training is highly encouraged as it promotes puppy socialization and helps create special bonding between the puppy and his/her owners.

c. An additional ($35.00) dollars will be reimbursed by the Seller, upon receipt of written proof of said Akita's Obedience Title.

d. The Seller will reimburse the Buyer ($70.00) dollars upon receipt of written proof of said Akita's Agility Title.

e. The Seller will reimburse the Buyer ($40.00) dollars upon receipt of written proof of said Akita's completion of Kinder Garten Puppy Training.

5. Section E (Change of Title of Ownership):

\_\_\_\_\_\_\_\_ initials) a. If the Buyer decides to change said Akita's title of ownership the Seller will be afforded first right to refusal, at no cost to the Seller.

\_\_\_\_\_\_\_ (initials) b. If the Buyer decides to place said Akita in a good loving home, the Buyer must provide the Seller with the new owners' full name, driver’s license number, complete mailing address and telephone number. No change of title of ownership will be tolerated unless said Akita has been spayed/neutered and the new owner's information have been received by the Seller (Breeder).

\_\_\_\_\_\_\_ (initials) c. The Buyer is responsible and liable for all shipping costs of said Akita.

6. Section F (Buyer's Agreements, Terms and Conditions):

\_\_\_\_\_\_\_ (initials) a. In the event an accidental breeding occurs, no progeny of said Akita will be sold, given away, or transferred to pet shops (in litter lots or individually), shelters, dog attack trainers or to commercial distributors, puppy mills, or guard dog business. Violation to any of the terms stated in this contract will result in this contract being null/ void immediately, and the Seller will be released and held harmless from all liabilities, legal actions and responsibilities to said Akita.

\_\_\_\_\_\_\_ (initials) b. The Buyer agrees not to have said Akita:

1. Used as a guard dog for any business

2. Chained in any way

3. Attack trained

4. Used for dog fights

5. Dumped in a shelter

6. Off leash at any time when outside the home and at doggy parks

\_\_\_\_\_\_\_ (initials) c. The Buyer understands that said Akita will become a large and powerful dog. Due

to said Akita's size and strength, the Buyer must use caution with this dog when introduced to strangers, especially around children. The Buyer understands that he/ she must teach children and other adults not to tease said Akita (i.e. bothered while eating, take food, toys, bones, etc., etc. away from said Akita).

\_\_\_\_\_\_\_ (initials) d. The Buyer commits to have said Akita socialized (i.e. kinder garden puppy training, basic obedience, etc., etc.) at an early age, by a certified dog trainer. Recommend Kindergarten puppy training starting at 10-12 weeks of age.

\_\_\_\_\_\_\_ (initials) e. Due to the agile, strength, size, versatile, protective and toy/food possessive nature of said Akita, the Buyer will ensure that said Akita is placed in a secured large room/ large crate, or secured in an outdoor dog run while visiting children are present. Buyer will also ensure that family and visiting children are under adult supervision AT ALL TIMES.

\_\_\_\_\_\_\_ (initials) f. The Buyer binds him/ herself to take good and reasonable care of said Akita by following the Seller's (Breeder's) feeding recommendations and veterinarian inoculations, and must provide veterinarian care for said Akita throughout said Akita's life.

\_\_\_\_\_\_\_ (initials) g. The Buyer agrees to house and control said Akita (on lead when off premises)

at all times.

\_\_\_\_\_\_\_ (initials) h. The Buyer understands that he/she is solely responsible for said Akita. The Buyer indemnifies and holds harmless the Seller(s) (James Carmean and Cecilia Ortiz-Carmean) from any and all claims of liability/legal actions for the conduct of said Akita, effective immediately upon the Buyer(s) signing this sales contract.

\_\_\_\_\_\_\_ (initials) i. The Buyer agrees to keep said Akita within a secure fenced in yard that measures not less than six (6') feet in height); and always provide plenty of shade and clean water, a large insolated dog house or large doggy igloo, or a large secured dog run, built within the inside of the fenced yard. The dog run should measure not less than 13'L x 7'W x 6'H). This dog run must be built with a heavy duty galvanized chain link (9 gauge or equivalent). The bottom of the dog run reinforced with heavy duty steel rails, or reinforced with heavy duty chicken wire. The top of the dog run should be covered in such manner to prevent said Akita from escaping, and provide protection of said Akita against the elements.

\_\_\_\_\_\_\_ (initials) j. The Buyer agrees to not raise said Akita on tile/ concrete floors or alike hard surfaces, as hard surfaces have proven to be detrimental to puppies’ skeletal development during the rapid growth puppy stages (eight weeks up to eighteen months of age). The Buyer **will not allow said Akita to horse play, jump off high surfaces and not to rough play with other dogs or people** during said Akita's skeletal development and rapid growth stage or, at any given time of said Akita’s life to avoid knee injuries and unacceptable behavior.

\_\_\_\_\_\_\_ (initials) k. The Buyer agrees to not have said Akita chained, nor allowed to run loose or off lead outside said Akita's secured fenced in yard or large and reinforced dog (kennel) run.

\_\_\_\_\_\_\_ (initials) l. The Buyer will use the kennel name SUMMIT as the first part of said Akita's AKC registered name.

\_\_\_\_\_\_\_ (initials) m. The Buyer agrees to notify the Seller of change of home address, work and home phone numbers within seven (7) days of the change taking place.

\_\_\_\_\_\_\_ (initials) n. Violation to any of the terms and conditions stated on this contract is considered a breach of contract and will be subject to legal action. The Buyer will be responsible for all legal and court costs incurred, to include a $3,000.00 penalty for breach of contract. Furthermore, the Seller (Breeder) reserves his/her right to repossess said Akita with no refund due to the Buyer.

***CONTRACT AMENDEMENT*** - Any changes or additional terms to this Sales Contract must be made by an addendum and signed by all parties involved.

**LAW TO APPLY** - Both parties (Seller and Buyer) agree that the law jurisdiction for this Sales Contract will remain in Kankakee County, Illinois. The Buyer will be responsible for all attorney fees, legal fees, and court costs incurred by the Seller to enforcing this contract.

**SELLER/BREEDER**  **BUYER**

Name: Mr. /Mrs. James and Cecilia Carmean Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TEL#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TEL# (Home): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Cell#): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Work#):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DRIVER’s LICENSE No. and STATE:

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