

# Tir na nÓg Leonbergers

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## CONTRACT FOR PURCHASE OF LEONBERGER DOG

Show/Breeding or companion puppy sales agreement between Jennifer and Mark Richardson (Tir na nÓg Leonbergers), Seller or Breeder, and *Insert Buyer Name Here*, hereinafter known as Buyer. The subject of this sale is one purebred Leonberger puppy, hereinafter known as Dog, described as follows:

Sire: *Insert the registered name of sire here*

Dam: *Insert the registered name of the dam here*

Sex: *Insert sex of puppy here*

Dog to be registered as Tir na nÓg's *insert puppy's registered name here*

The seller's address is as set forth above.

Buyer's address is *insert buyer's address here*. Buyer agrees to notify Seller of any change in address or contact information. Seller agrees to sell Dog to Buyer, and Buyer agrees to accept Dog under the following terms, conditions, and warranty. No other terms, conditions, warranties, or similar are expressed or implied other than as stated in this agreement.

### **Terms and Conditions of Sale:**

1. Buyer agrees to purchase the above-described dog for the sum of Four Thousand and 00/100 dollars (US) (\$4,000.00).
  - a. A non-refundable deposit of \$1,000 is required to reserve Dog. The deposit will be refunded only if the Seller has no dog available to the Buyer.
  - b. The remaining \$ 3,000 will be paid by cash, PayPal, Venmo, or cashier's check on or before receipt of Dog. The dog is to be received at Seller's home by the buyer or the buyer's representative after payment in full. Buyer is responsible for all costs for transportation and shipping of Dog.
  - c. If the Buyer has the Dog shipped by Seller, full payment for the Dog and any additional shipping-related costs, including equipment (crate, coop cup, and other equipment required by shipper and Seller), and other transportation costs will be paid in full before the Dog leaving Seller's home. Any unanticipated shipping or delivery costs not due to the negligence of the Seller will be paid directly by the Buyer before shipping or delivery of the Dog.
  - d. Payment can be made by personal check, but the check must be received 4 weeks before the Dog leaves the Seller's home, and all payments must be fully credited to the Seller's account before the Seller releases the Dog.
2. Seller guarantees that the above-described Dog is a purebred Leonberger Dog eligible for registration with the American Kennel Club, referred to as AKC. AKC registration will be provided to the Buyer when the Seller receives them from the AKC and when the terms set forth below are met.

3. The seller guarantees the dog is in good health when delivered to the Buyer. Buyer agrees to take Dog to a veterinarian of their choice within 3 days of taking possession of Dog for a complete physical examination. If Buyer is unsatisfied with the condition of Dog for any reason, the Dog may be returned to Seller at BUYER'S expense within five days of taking possession of Dog. This agreement shall be voided upon receipt of the Dog by the Seller. The full amount of the purchase price, less any additional expenses incurred by Seller due to the return of the Dog, including shipping costs, will be refunded to Buyer. If Buyer retains possession of Dog, Seller shall not be liable for expenses related to Dog, including veterinary care for current or future medical conditions. If the Dog is returned to the Seller, all documentation, including veterinary records, must be provided/returned to the Seller before any refunds are made.
4. Buyer shall assume full responsibility for Dog's mental and physical health, including all inoculations and boosters as outlined in the health record that Seller shall supply. If any of the following terms and conditions are violated, Seller may take possession of the Dog with no reimbursement of purchase price or other costs:
  - a. The buyer will provide the Dog with a proper diet and exercise program to ensure a sensible weight gain and weight for its size and age.
  - b. Buyer will give Dog regular care of coat, nails, etc.
  - c. Buyer will provide the dog with adequate socialization, meaning the dog must be given opportunities to socialize not only on your property but also be taken to socialize off the property with other humans and animals at least once weekly for the 1<sup>st</sup> 24 months of life to help assure a sound adult temperament.
  - d. Buyer will take Dog to a competent, licensed veterinarian when necessary, including regular physical examinations and inoculations as needed.
  - e. Buyer will provide shelter and a suitably fenced area at Buyer's home (this does not include invisible fencing). Additionally, the Buyer shall provide an area within the house for the Dog with the family. The dog is never to be chained or allowed to roam free.
  - f. Keep the Dog in a manner to prevent it from being teased or abused by people or other animals.
  - g. Dog is never to be treated in an inhumane manner, subjected to cruel punishment, mentally abused, or physically harmed for any reason.
  - h. Buyer agrees that Seller may visit Dog at Buyer's home with reasonable notice.
5. Buyer agrees to alter employment schedules if necessary or arrange in-home pet-sitting services for at least two weeks after receiving Dog to orient Dog to its new home. Buyer will ensure that Dog is not crated or kept in pen for more than 4 hours without human interaction and a chance to relieve itself outdoors until 4 months of age or older. The dog may not be left unattended in a fenced yard until 4 months of age or older, but Seller recommends not doing so until 6 months.
6. The buyer agrees to train a puppy in obedience and manners. Owner will enroll the Dog in basic obedience classes if not experienced in dog training.
7. Buyer agrees not to enroll Dog in training to teach Dog how to do attack work. Should Seller have evidence that Buyer has engaged Dog in attack dog training, Buyer forfeits Dog to Seller at Seller's option. Any court costs and fees will be paid by Buyer should this occur.
8. If the buyer decides the Dog is to be sold, given away, destroyed, or otherwise disposed of, the Buyer no longer wishes to keep the Dog for any reason whatsoever. In that case, Buyer

shall first notify Seller of intent to take such action. If the Buyer no longer wishes to keep the Dog for any reason, the Buyer agrees that they will immediately return the Dog to the Seller, who will reclaim the Dog. If the Dog is returned before 6 months of age, the Seller will buy back the Dog for a sum not to exceed 30% of the original purchase price. Alternatively, the Seller may elect to assist in placing the Dog in a new home. The seller will provide no refund/buyback after the Dog is 6 months of age. Under no circumstances will Buyer sell or re-home Dog without notifying Seller and giving Seller 1<sup>st</sup> opportunity to reclaim Dog per the terms of this agreement. Any shipping and delivery costs for returning the Dog to the Seller will be the Buyer's responsibility. If Buyer is found to have relinquished possession of Dog without having provided written notification to Seller and obtained written permission from Seller to transfer ownership of Dog to another party, Buyer agrees to pay a sum of double the purchase price of Dog as penalty to Leonberger Rescue or Leos in Need or similar organization at Seller's discretion.

### **Integrity and Protection of the Breed:**

To protect the integrity of the Leonberger Breed,

1. The dog shall be spayed or neutered after 24 months of age unless the Dog is sold as a show and breeding prospect. If there is a reason not to wait to spay or neuter, please discuss this with the seller before proceeding.
2. Buyer agrees to breed Dog only:
  - a. With the approval and agreement of the Seller.
  - b. In compliance with the Code of Ethics of the Leonberger Club of America (LCA)
  - c. After becoming a member kennel of the LCA
  - d. After consultation with Seller about suitability for breeding per the LCA Breeding Acceptability Checklist
  - e. After completing and certifying passing results on OFA hip, elbow, heart, and thyroid examinations, CERF examination, and CHIC number.
  - f. To a registered Leonberger dog or bitch that meets the breeding requirements noted above.
3. If the subject of this agreement is male, Seller reserves the right to use the dog two (2) times as stud, free of charge, and thereafter at one-half the price of a usual and customary stud fee to breed a Leonberger bitch owned, co-owned, or leased by Seller.
4. The decision to spay or neuter a show or breeding prospect shall be discussed with the Seller before surgical alteration. It will be based on preliminary hip and elbow e-ray results in conjunction with health, behavioral, or family considerations, needs, and desires.
5. Buyer further agrees that all resulting offspring will be registered with the AKC using limited registration for those puppies not deemed to be of show and breeding quality.
6. The buyer further agrees that the Dog or any resulting offspring will never be sold to, leased to, or consigned to any pet store, chain store, dog wholesaler, commercial breeding establishment, or sold in litter's lot sales.
7. Buyer agrees that Dog, its offspring, or stud services will never be offered as a prize in a raffle or auction or to breed Dog to a Leonberger whose owners are commercial breeding establishments, known to sell puppies at pet stores, dog wholesalers, and/or in litter lot sales.

### **Health Conditions:**

1. Notice will be given to Seller upon the death of Dog, at any age and for any reason. If the Dog dies of unspecified causes, not medically diagnosable as disease or trauma, it is

recommended that a necropsy be performed. If Buyer does not have a necropsy performed, Buyer shall notify Seller within 24 hours so that Seller may choose to arrange for a necropsy. Seller and Buyer shall be given results of any necropsy performed on Dog.

2. To help Seller keep an accurate health record of Seller's lines, Buyer agrees to the following:
  - a. The seller recommends that the Buyer x-ray the Dog's hips and elbows at 24 months, submit the x-rays to the OFA, and make the results publicly available. The buyer should also send a copy of the certification issued by the OFA to the seller within thirty (30) days of receipt.
  - b. The seller recommends that the Buyer have an OFA thyroid panel submitted after 18 months of age and before 36 months of age. Buyer should also send a copy of the certification and/or evaluation report issued by the OFA to Seller within 30 days of receipt.
  - c. Seller recommends that Buyer have a CERF eye exam completed and submitted after 18 months of age. Buyer should also send a copy of the evaluation report issued by the ophthalmologist to Seller within 30 days of receipt.
  - d. Buyer agrees to provide results of Penn-hip testing (if performed) to Seller within 30 days of receipt.
  - e. Buyer agrees to provide results of OFA cardiac testing (if performed) to Seller within 30 days of receipt.

#### **Showing**

1. The term "show potential" is not a warranty on the part of the Seller. If Dog is sold as a show potential, Seller does not guarantee that Dog will ever win in the ring.
2. Seller agrees to provide Buyer with a dog evaluated by an outside breeder or experienced puppy evaluator as having no known disqualifying faults at 8 weeks of age. Should Dog turn out to not be show quality, Seller shall be held harmless, as this designation is neither a warranty nor guarantee of Dog's future confirmation or show success.
3. If Buyer does not wish to or cannot exhibit Dog in breed confirmation, Seller reserves the right to do so at Seller's sole expense. Seller will make every reasonable effort to accommodate Buyer's schedule of activities.

#### **Seller's Limited Health Warranty:**

1. Seller agrees to replace Dog at no more than 50% of the original purchase price if Dog must be destroyed before reaching twenty-seven (27) months of age due to hip dysplasia or similar inherited disease. Any shipping or delivery costs for replacement will be the Buyer's responsibility.
2. The Orthopedic Foundation for Animals (OFA) rating of the severity of the hip dysplasia must be provided to the seller. Plus, the recommendation of euthanasia from 2 competent veterinarians.
3. The buyer acknowledges that the seller has taken every reasonable precaution for physical soundness and mental stability in this breeding. However, the possibility of imperfection and/or health problems throughout Dog's life still exists. Many variables may influence the Dog's future health and condition beyond the Seller's control. Therefore, the seller makes no further warranties or guarantees.

#### **Breach:**

Buyer's failure to comply with the conditions and terms set forth herein shall result in a breach of contract, and the Dog will be returned to Seller at Buyer's expense. If Buyer is required to return Dog to Seller due to failure to comply with the conditions and terms of this contract, all monies paid for

Dog, including shipping, delivery, and other expenses, will be forfeited, and registration of Dog shall be signed over to Seller.

**Remedies:**

Unless otherwise specified above, failure of either party to adhere to the terms and conditions of this agreement shall result in the return of Dog to Seller. Transportation and related costs of returning the Dog to the Seller shall be the responsibility of the party at fault for breach of contract.

**Exclusivity of Remedies:**

The remedies provided above shall be the sole remedies for the breach of this agreement.

**Governing Law:**

The State of Washington's laws shall govern this agreement's terms and conditions.

The foregoing Sales Contract, consisting of 5 pages between *insert buyer's names here* and Jennifer and Mark Richardson (Tir na nÓg Leonbergers), is agreed to and entered into by signing this *insert day* of *insert month and year*. Buyer and Seller understand and agree to all terms and conditions set forth above.

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Seller's Signature

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Buyer's Signature

\_\_\_\_\_  
2<sup>nd</sup> Seller's Signature as applies

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Co-buyer's Signature as applies