

Cantrell Pups Puppy Sales Contract

Definitions used herein include:

"BUYER" shall herein be defined as xxx

"BREEDER" shall herein be defined as Joanne and Wendell Cantrell

"PUPPY" shall herein be defined as xxx

A puppy, registered with the American Kennel Club (AKC), with the registered name of:

XXX

American Kennel Club (AKC) registration number: HPxxxxxxx

Sire: xxx

AKC# HPxxxxxxx

Dam: xxx

AKC# HPxxxxxxx

The MINATURE DACHSHUND described above is sold for the sum of \$xxx to be paid in full on or before the day of the transfer on xxx.

A pet PUPPY is defined here to be a Miniature Dachshund PUPPY which is in good health at the time of sale, and embodies the characteristics of the miniature dachshund breed. This PUPPY is purebred and is registerable with the American Kennel Club.

The BREEDER guarantees the above described dog to be healthy at the time of the sale.

The BREEDER does not assume any liability for any injury to said PUPPY after delivery.

The BUYER agrees to have this PUPPY examined by a veterinarian within 72 hours of delivery. This is required for health guarantee to be valid.

If the PUPPY is found to be other than healthy by BUYER'S licensed veterinarian, it may be returned to the BREEDER due to illness and a letter from the veterinarian is required. This includes death or illness from any health condition deemed to be present prior to the leaving the BREEDER'S premises. BUYER shall assume any expenses associated with returning the PUPPY to the BREEDER. The BREEDER will, at the BREEDER'S discretion, refund the purchase price less deposit, return the dog to the BUYER in healthy condition, or exchange the dog for another dog of equal value. At no time and under no circumstances will the BREEDER be responsible for any veterinary expenses incurred by the BUYER. Deadline for this return is xxx and deadline for refund is xxx.

The BREEDER has done everything possible to produce healthy sound puppies both by breeding only healthy dogs (parents) and by raising the puppies in the best way possible in regards to diet, exercise, socialization and veterinary care.

_____ BREEDER does **NOT GUARANTEE** against common problems such as hypoglycemia, internal or external parasites, coccidia, diarrhea due to stress from traveling, new home, improper diet or for final adult weight, color, breeding ability, show potential or against overbites, under bites, skeletal issues, hernias, or for undescended testicles. BREEDER agrees to notify BUYER if they or the veterinarian discover any of the above problems prior to delivery. The PUPPY is guaranteed to be free of genetic and/or life threatening diseases at the time of transfer.

All appropriate shots for the PUPPY'S age have been given, and a record of this vaccination history is supplied.

_____ The BUYER agrees to maintain the PUPPY'S health in good condition, and to provide yearly examinations, vaccinations, heartworm test, and any other usual procedures necessary to assure good health. The BUYER agrees this PUPPY will be given adequate and proper shelter and housed securely indoors. This dog shall not be neglected, allowed to roam free, or be mistreated in any manner. The PUPPY shall receive proper veterinary care throughout its life, receiving annual inoculations and placed on a heartworm preventative. The PUPPY shall receive proper nutrition and care shall be taken to maintain its proper weight. BUYER agrees to give the dog proper training and socialization.

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The BUYER assumes the responsibility to carry on with the appropriate vaccinations, exercise and feeding schedule, as supplied by the BREEDER. *MOST PARTICULARLY, the BUYER agrees to keep the PUPPY slim throughout its normal growth period.* The BREEDER can offer no further guarantees once the care of the PUPPY is no longer under their control.

_____ The BUYER agrees to return the dog to the BREEDER if for any reason the BUYER no longer wants to or is unable to keep the dog. BREEDER agrees to either assist BUYER in finding another suitable home where the dog will receive proper care or to accept the dog back at any time with no promise of refund to be given to the BUYER as BREEDER would accept responsibility for the dog and will be responsible for the future cost of care including vet care and training. BUYER agrees to never sell or surrender this dog into a dog fighting institution, testing center or shelter. IF BUYER rehomes PUPPY without consent of BREEDER, the BUYER will be in material breach of contract with a penalty of \$2,500.

_____ The BUYER agrees that neither he/she nor the BUYER'S estate/executors may sell this PUPPY or transfer ownership of this PUPPY without the BREEDER'S knowledge and written consent.

_____ The BUYER will notify the BREEDER of any changes of address and will maintain contact with the BREEDER throughout the life of this dog.

_____ The BUYER agrees to notify the BREEDER when the PUPPY passes away regardless of age and cause.

_____ **BUYER agrees not to breed this dog.** This PUPPY is sold as a pet only and will be registered with a limited AKC registration. This PUPPY must not be bred and must be spayed/neutered prior to 2 years of age. If, prior to the PUPPY's second birthday, the BUYER feels that this PUPPY is indeed show or breeding quality and wishes to show or breed this PUPPY, and the BREEDER agrees, the limited registration can be lifted by the BREEDER for an additional fee to be determined by the BREEDER and an addendum will be attached to this contract. If this PUPPY, sold as a pet only, is bred for any reason, accidental or intentional, the BUYER will be in material breach of contract and will be liable to the BREEDER for each puppy born at the current Cantrell Pups price of a show/breed puppy at the time the litter is born, up to \$15,000 per litter. Limited registration in no way prevents this PUPPY from participating in any AKC event except for the conformation ring.

_____ ~~**BUYER has purchased full registration rights and if they choose to breed the PUPPY they agree to do so ethically and responsibly**~~ keeping in mind the health and safety of the dog and the resulting offspring. ~~With full registration, PUPPY is eligible for AKC sanctioned events including the conformation ring and if bred with another AKC registered dog of the same breed, offspring may eligible for registration through the AKC. BUYER agrees to notify seller of any and all titles earned by this PUPPY.~~

This contract is non-transferable and void if the PUPPY changes ownership from BUYER stated in this contract. Failure of BUYER to comply with any condition of this agreement will relieve BREEDER of any obligation to the BUYER and could result in penalties due as outlined.

Jurisdiction for all matters arising out of this contract shall be determined pursuant to the laws of the state of Illinois, county of residence of BREEDER and brought in the state of Illinois. The BUYER shall be responsible for all costs and attorney fees connected to any litigation arising out of this transaction.

The BREEDER neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the BREEDER and BUYER with respect to this sale. The BUYER's signature below indicates that he/she has read, understands, and agrees to all the conditions of this Sales Agreement and Contract of Sale.

BUYER: _____ DATE: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

BREEDERS: _____ DATE: _____
JOANNE CANTRELL AND WENDELL CANTRELL