

Kennel v.sanftenLoewen
leosforu@yahoo.com
2599 Lake View Rd.
Orofino, Id. 83544
208.553.9234

Contract for Purchase of Leonberger Puppy

Mary Ann Ruggiero-Smith, hereafter "Breeder",

and _____, hereinafter "Buyer", hereby agree that Breeder shall sell to Buyer, for the sum of \$_____ inclusive of any prior deposits previously placed, a Leonberger Puppy (hereinafter referred to as "Dog" or "Puppy"), and further described as:

Name/Collar color Designation of Dog: _____

Date of Birth: _____ Sex of Dog: _____

Dam:

Sire:

Breeder's address is as set forth above. Buyer's current address is :

Buyer agrees to notify Breeder of any change of address, phone number, and active email address. Breeder agrees to sell Dog to Buyer and Buyer agrees to accept Dog under the following terms, conditions and warranty. There are no other terms, conditions or warranties either expressed or implied. Any prior agreement, whether in writing or verbal understanding is completely superseded by this contract.

Terms of Purchase:

1. Breeder guarantees that the above-described Dog is a purebred Leonberger Dog, with parentage as noted above. Registration will be provided to Buyer from the AKC when Breeder receives them from the AKC. This dog is from the ___ litter of Breeder or Kennel, and naming of Dog, for official AKC papers must include the "v.sanftenLowen"

2. Breeder's veterinarian will examine DOG as late as possible, prior to finally leaving Breeder's home and entering Buyer's possession, to ensure the well being of Dog. Breeder's veterinarian will provide a basic examination result form at that time, but cannot guarantee future health conditions that are not foreseeable till older ages, i.e. hips, elbows. Dog will have one set of puppy vaccinations and appropriate worming prior to Buyer's possession and records of this

care, and any other required veterinary care, will be provided in writing to Buyer. Breeder's veterinarian has removed dew Claws, both front and rear. Within one week of possession Buyer's veterinarian MUST see Dog and any health concerns must be presented to Breeder immediately, including full report of the examining veterinarian.

3. Dog may, for any reason, other than injury, be returned to Breeder within one week of the time Buyer takes possession of Dog, and Breeder will refund to Buyer the full amount of purchase price paid. An injured Dog will not be accepted for return, as it is the complete responsibility of Buyer to keep Dog safe. Breeder, however, would desire to participate in discussions as to the disposition of an injured Dog, and will help wherever possible. All expenses of transporting the Dog back to Breeder will be entirely at Buyer's expense. Air "freight shipping" will not be allowed for return of Dog. If Dog is returned to Breeder within this 1-week period, all documentation regarding the Dog must also be returned to the Breeder before full refund of purchase price will be made. Any expenses other than the purchase price incurred by Buyer are the sole responsibility of Buyer and shall not be reimbursed.

FOR NO OTHER REASONS WILL REFUNDS BE GIVEN AT ANY TIME BEYOND THIS ONE-WEEK PERIOD. During this one-week period, Dog MUST be seen by Buyer's veterinarian and any health concerns must be presented to Breeder immediately, including full report of the examining veterinarian. The one-week period will not be extended by delay of veterinary appointment for any reason.

4. Buyer agrees to keep this dog, regardless of other training, show, or "work" usage, in a manner consistent with healthy dog rearing and maintenance, including proper diet, exercise, companionship, and veterinary care, to include comprehensive worming program, vaccinations, and heart worm prophylaxis, in accord with your state law and acceptable local veterinary practice. We recommend that Dog not be free fed, and appropriate food for LARGE BREED PUPPY be utilized. Breeder does not recommend raw food feeds, however realizes that this is controversial. Routine care of coat, nails, teeth, and ears must be maintained.

5. Buyer agrees to take the dog to a licensed veterinarian when necessary, including annual physicals. It is requested that any problems noted by the veterinarian be reported to Breeder. Currently Gastropexy for Gastric Volvulus Disease is not recommended prophylactically for Leonbergers and any desire of the veterinarian to do so, in the absence of a simultaneous surgical procedure (for instance Spay or Neutering) should be discussed with Breeder.

6. Buyer agrees to NEVER enroll the dog in Schutzhund or any other attack dog-training program. The Leonberger, though appearing physically quite capable of such work, is not mentally or emotionally suited to this type of training and work.

7. It is essential that a large and capable breed, such as the Leonberger, receive appropriate early socialization and training. Buyer agrees to enroll Dog in three obedience classes (puppy, novice, and advanced, or equivalents) of at least six weeks duration each when Dog is between the ages of three and twelve months of age. These classes are to be conducted in a group setting by a qualified instructor and not at home by Buyer, even if Buyer is a professional or experienced dog trainer. Private lessons are not discouraged, and may be added to the group sessions, but proper socialization must include the group classes. Buyer is advised to consult their personal veterinarian for age and immunization status allowable for beginning puppy class.

8. If Buyer no longer wishes, or is unable, to keep Dog for any reason, it is CLEARLY understood that Breeder has first right of refusal to take back Dog. If so elected by Breeder, at his sole discretion, Buyer agrees that the dog will immediately be returned to Breeder who will reclaim Dog. Breeder will NOT provide a refund or any other payment for Dog. All registration and health records will be signed over to Breeder promptly upon return of Dog. Cost of return of Dog will be equally split by Breeder and Buyer, and are limited to the physical transport of Dog back to Breeder, without other reimbursement for time or work losses.

Breeder requires microchip placement as soon as practical and in discussion with Buyer's personal veterinarian. Tattoo placement is no longer widely utilized. Since several microchips are on the market, Breeder is not in a position to know what Buyer's local preferences are, and hence will not have microchips placed before transfer of Dog to Buyer. Breeder is to be listed as a secondary contact on the chip system registration form, for notification if Dog is found and the chip is read. Breeder additionally recommends use of one of the currently available collar mounted GPS dog trackers (Whistle™, Nuzzle™, as examples). These can be invaluable in the event Dog takes off for the "woods". It is NEVER to be used as a substitute for proper supervision and an appropriately fenced yard space. Tethering Dog is NEVER to be utilized. Leonbergers are strong, and if fighting a tether, are very likely to injure themselves.

10. Health Conditions, Evaluations, and Medical Procedures

10.a. Notice will be given to Breeder upon the death of Dog, at any age and for any reason. Specific cause of death should be sought, and included in such notification. Significant illnesses should be reported to Breeder wherever possible.

10.b. Buyer agrees to x-ray Dog's hips and elbows at the age of two as this helps to keep an accurate health record of Breeder's lines. In addition the results of the hip and elbow examinations may help guide the exercise program of Dog, to help maintain Dog's soundness throughout Dog's lifespan. The x-ray results shall be submitted to Breeder. Said X-rays must be taken according to the Orthopedic Foundation for Animals Inc., "OFA," at two years of age, and submitted to OFA for evaluation. Buyer must send a copy of the certification and/or evaluation report issued by the OFA to Breeder within thirty (30) days of receipt. Hip and elbow exams and x-rays are solely at the expense of Buyer. . Penn Hip examination, with a certified Penn Hip provider, may be substituted for the above OFA x-ray exam if desired. Buyer agrees to provide results of any Penn-hip testing to Breeder within thirty (30) days of receipt.

10.c. IF the dog is to be spayed or neutered it is strongly recommended that for health reasons and longevity of the dog, that the spay/neuter shall not take place until after the age of 18 months, and in any event, no sooner than 12 months of age.

11. Breeding

11.a Buyer understands that a purposeful method of ongoing breeding, if any, is desired by the Breeder for the offspring of this litter and is a stated condition of this agreement. Buyer agrees to NOT breed Dog without discussion with Breeder. Breeder's name will remain on the AKC registration of Dog, as his or her breeder (i.e. not as co-owner). PASSING ALL LCA and AKC RECOMMENDED HEALTH TESTING AND A FULL BAACL evaluation by an LCA certified BAACL provider are required for Dog to be bred. BAACL evaluations are allowed at any age over 18 months. All

other testing prior to approval for breeding are at over two years of age. Use of PENN HIP in substitute for OFA x-Rays will be allowed, but only with an official PENN HIP provider and at an age appropriate for final PENN HIP certification.

11.b. For a female Dog: If Dog develops to become a show and/or breeding quality female, Buyer agrees that they will not breed said Dog without the approval of the breeder and only to Breeder-approved stud dogs as set forth by Breeder. If Breeder decides that stud that is picked by Buyer is not a good match, for whatever reason, Buyer agrees not to breed to that stud dog. Breeder shall have NO financial interest in the contract unless co-owned by the Breeder, arrangements or choice of said stud dog, except as may otherwise be agreed to between Breeder and Buyer, with an understanding that Breeder's sole role is to help guide the propagation of this breeding into future generations. Stud use approval will not be unreasonably withheld, and a full written statement providing the reasons for such rejection of a potential stud dog will be provided in a timely fashion, allowing for choice of a different stud dog.

11. C. If Dog develops to be a show and / or breeding quality male, Buyer will not put dog out for stud, collect, or distribute his semen, without the approval of Breeder and only to Breeder-approved bitches as set forth by Breeder. Breeder shall have NO financial interest in the contract, arrangements or choice of said bitch dog(s), except as may otherwise be agreed to between Breeder and Buyer or unless co owned by the Breeder, with an understanding that Breeder's sole role is to help guide the propagation of this breeding into future generations. Suitable bitch approval will not be unreasonably withheld, and a full written statement providing the reasons for such rejection of a potential bitch dog will be provided in a timely fashion.

If Purchaser fails to comply with the any of the above then a 10,000 dollar fine will be assessed and paid to breeder for failure to comply with my contract and damage to my reputation as a breeder

11.d. If Buyer fails to comply with the any of the above breeding terms, registration via the AKC of any resultant litters can be withheld or contested.

12. Transfer and Transportation of Dog

It is agreed by Buyer that commercial airline freight transport is unacceptable to Breeder. Release of Dog for such transport will not be completed. Dog is to be transferred to Buyer as soon as possible after 8 weeks of age and in no event beyond 9 weeks of age without specific arrangements as an addendum to this agreement, to include charges for boarding and care.

13. Breach and/or Warrantees:

13.a. The purpose of this Contract is to provide certain protections to Breeder as well as Buyer. By signing this Contract, Buyer acknowledges that they have read and understood this Contract COMPLETELY and agree to all of its terms as stated. Under no circumstances should Buyer sign this Contract if the terms are not acceptable to them as stated or not understood completely.

13.b Buyer's failure to comply with the conditions and terms as set forth herein will result in a breach of contract and the Dog being returned to Breeder. If Buyer permanently returns Dog to Breeder due to lack of compliance with the terms of this contract, Buyer will forfeit all moneys paid for the Dog and will sign over registration papers and any health records to Breeder. In addition, all legally allowed expenses related to return of said Dog, as well as reasonable legal costs, where needed, will be due from the Buyer to the Breeder.

13.c The term "show quality" and or "breeding quality" is not a warranty on the part of the Breeder. Should the Dog not be show or breeding quality, Breeder shall be held harmless, as the designation is neither a warranty nor a guarantee of the Dog's future confirmation and/or show success. The Buyer acknowledges that any puppy changes substantially beyond the approximately 8 weeks of age that Dog was in the Breeder's possession, and that size, conformation, personality, behavior or suitability to any given task cannot be guaranteed.

13.d. Buyer understands and acknowledges that Breeder has taken every reasonable precaution for physical soundness emotional and mental stability in this breeding; however, the possibility of imperfection and/or health problems throughout Dog's life still exist, and Breeder will be held harmless for any such occurrence.

14. Modifications and Addendums:

This written and executed, by signature of all parties, reflects the full agreement between the parties. Any changes or modifications must be mutually agreed upon and executed as an addendum to this contract by signature of all parties.

15. Jurisdiction and Resolution of Disputes: Dog was whelped and is being raised, to the point of possession by Buyer, or Buyer's representative, in the State of Idaho. Buyer or their designated representative will pick up Dog in the State of Idaho, and specifically in Orofino, Id. Any and all disputes arising as a result of this transaction and contract will, without question, be conducted in Clearwater county, in the State of Idaho. Buyer acknowledges this condition as absolute and no exceptions whatsoever will be allowed. Method of resolution of any dispute may be by arbitration, mediation, and/or civil legal action, as determined appropriate by Breeder or Buyer, at the advise of their attorney, and is not limited to any particular form of resolution.

Please do NOT execute this contract if you believe that Idaho State jurisdiction does not apply in your location for the specific purpose of understanding and enforcement of the terms of this contract!

The foregoing Sales Agreement is signed this

_____ Day of _____, _____,

consisting of 6 pages is in accordance with Breeder's policies, and Buyer's comprehensive understanding, and both parties agree to the terms as set forth above. Any questions Buyer may have had have been satisfactorily discussed with Breeder. Both parties agree that no notary or witness is needed for execution of this contract and that in the absence of such witness or notary, the contract remains valid and binding upon both parties.

BUYER:

_____ Date Signed: _____

CO-BUYER(s): If AKC registration is to list a co-owner, all such co-owners must be listed and signed here. Addresses of co-owners, if different from Buyer, must be provided.

BREEDER:

Date Signed _____

Mary Ann Ruggiero-Smith