

PURCHASE AGREEMENT FOR SHOW POTENTIAL PUPPY/DOG SOLD AS PET

Karen Watson - TerraCotta Kennels
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Breed: Rhodesian Ridgeback Sex: _____ Date Whelped _____

Color/Markings/Nose Color _____

Sire: _____

Sire's AKC Reg. # _____

Dam: _____

Dam's AKC Reg. # _____

AKC Litter/Individual Reg. # _____

Microchip Brand and # _____

On this date, the above-described dog has been sold to the following person(s), hereinafter referred to as "buyer":

Name (s) _____

Address _____

Phone _____

Email _____

for the sum of \$ _____,
payment in full received, in accordance with the following terms of this contract.

1) TerraCotta Kennels, hereinafter referred to as "seller", warrants this dog to be in good health and free from disease and dermoid sinus at the time of sale. The buyer agrees to take this dog to a licensed veterinarian of his/her choice within ___ business days of purchase for a health check. Within 14 calendar days of purchase, buyer may elect to return the subject dog at buyer's expense and the seller agrees to return the full purchase price to the buyer, in exchange for the subject dog. Should the seller deem a health check necessary for the returned dog, and a licensed veterinarian's written report indicates that the dog has suffered intervening injury, illness, neglect or abuse, amount of refund may have to be adjusted accordingly.

PURCHASE AGREEMENT FOR SHOW POTENTIAL PUPPY/DOG SOLD AS PET (CONT.)

2) This contract does NOT allow for re-homing, reselling or surrendering in any way, subject dog without prior written consent of seller. The buyer agrees, if at any time, the subject dog must be surrendered, buyer will immediately notify TerraCotta Kennels, and subject dog WILL BE RETURNED to TerraCotta Kennels at buyer's expense. No refund will be entertained.

3) Buyer agrees to all of the following regarding the subject dog: that at the time of purchase, he/she has the financial ability, adequate time and means to care for the dog properly for the duration of its life; that dog will NEVER be allowed to run free and unsupervised; that the dog will receive adequate obedience training and health care; that serious formal running or jogging of dog with owner will not commence until dog is at least 18 months old; that the dog will be a house pet and member of the family and not kept in an outside kennel or left tied or chained outside unattended; that buyer will notify TerraCotta Kennels of any address, phone number or email changes; if at any time, the subject dog must be surrendered, buyer will immediately notify TerraCotta Kennels, and subject dog WILL BE RETURNED to TerraCotta Kennels at buyer's expense (unless seller gives prior written consent otherwise). No refund will be entertained.

4) This agreement is made pursuant to the applicable laws of the Commonwealth of Pennsylvania and is to be construed pursuant thereto. The parties hereto agree that a court of competent jurisdiction within the Commonwealth of Pennsylvania will determine disputes arising pursuant to the terms of this contract.

5) The health and welfare of our puppies and dogs and the continued good reputation of TerraCotta Kennels are of utmost importance. In the event of any breach of this contract, buyer agrees to pay the sum of \$10,000 as liquidated damages to TerraCotta Kennels for each breach of this contract, plus all reasonable attorney's fees and costs incurred by TerraCotta Kennels to recover such damages.

6) It is the intent of TerraCotta Kennels to breed high quality, healthy dogs. If a problem should arise regarding the health or development of this dog, buyer should immediately notify TerraCotta Kennels. It is also our intent to stay in touch with our puppy buyers and develop a positive, friendly, relationship. Photos, health updates and correspondences are encouraged and appreciated. We will work with you to accomplish our ultimate goal of selling quality dogs to satisfied customers.

PURCHASE AGREEMENT FOR SHOW POTENTIAL PUPPY/DOG SOLD AS PET (CONT.)

7) Buyer agrees that subject dog is of show potential quality, but is being sold as a pet, therefore the following "PET QUALITY" contract paragraphs will apply to this sale.

PET QUALITY

A) Buyer agrees that pet quality (non-breedable) dogs will be sold with an AKC Limited Registration and **MUST** not be bred. Buyer agrees to use the "TerraCotta" kennel name prefix in the dog's AKC registered name. Buyer agrees that as soon as practicable (from the standpoint of the dog's health and age), but no later than the dog's 12 month birthday in the case of a female and no later than the dog's 18 month birthday in the case of a male, buyer will have subject dog neutered. Failure to do so will be a breach of this contract. Buyer agrees to provide to seller signed verification of such neuter from his/her veterinarian within 30 days.

B) Buyer agrees that any breeding (resulting in puppies) of a pet quality (non-breedable) dog purchased from seller, would be damaging to the reputation of TerraCotta Kennels. Buyer further agrees that any such damages would not be capable of accurate determination, but certainly in excess of \$10,000.

Signed (buyer) _____
Printed _____
Dated _____

Signed (buyer) _____
Printed _____
Dated _____

Signed (seller) _____
Printed _____
Dated _____