

PURCHASE AGREEMENT FOR SHOW POTENTIAL PUPPY/DOG

Karen Watson/TerraCotta Kennels/20884 Beaver Center Road, Conneautville, PA 16406
phone 814-587-3597; fax 814-587-2597; cell 814-853-6225

kalimba@windstream.net - www.terraccotakennels.com

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 refund 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.

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 for any reason, buyer will immediately notify TerraCotta Kennels, and subject dog WILL BE RETURNED to TerraCotta Kennels at buyer's expense. No refund will be entertained.

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

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 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 unless prior written consent from seller has been received, subject dog WILL BE RETURNED with no refund to TerraCotta Kennels at buyer's expense.

4) Show potential dogs shall be individually registered with the AKC at the buyer's expense before the age of six months and shall carry "TerraCotta's" kennel name preface in their AKC registered name. Buyer agrees to make a "reasonable effort" to finish the AKC championship of said dog before the dog reaches the age of three years. This also will be done at the buyer's expense, (unless other arrangements are made between buyer and seller), utilizing a professional handler if necessary. A "reasonable effort" shall be construed as entering and competing in no less than 30 individual AKC point shows. Buyer further agrees to keep seller informed via email of all shows entered including results.

5) Buyer agrees that without prior written consent from seller, no puppies will be produced from subject dog prior to obtaining AKC championship and that no puppies will be produced from subject dog prior to obtaining the following minimum health clearances: final OFA (Orthopedic Foundation for Animals) or comparable registry hip clearance, final OFA normal elbow clearance, a normal thyroid profile from an OFA approved lab and normal eyes certified by CERF (Canine Eye Registration Foundation). The cost of the health clearances are to be paid by buyer. Buyer further agrees that upon obtaining at least these 4 health clearances, buyer will only breed the subject dog to AKC champion Rhodesian Ridgebacks that have also received at least these 4 health clearances, unless prior written consent of seller is obtained. This is to assure the continuing betterment and well-being of the breed and continued good reputation of TerraCotta Kennels. Buyer agrees that any breeding performed without these health clearances and/or without AKC championship would be damaging to the reputation of TerraCotta Kennels and that any such damages would not be capable of accurate determination, but certainly in excess of \$10,000. Buyer also agrees to stay informed of all current and new necessary health clearances and DNA tests available and to utilize them accordingly before breeding said dog.

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

6) If subject dog is a female and is ever bred, buyer agrees to be responsible for any puppy produced by subject dog and to utilize the AKC Limited Registration along with spay/neuter contracts and sales contracts such as this one, where appropriate. Buyer further agrees that no puppy produced will be sold to any pet shop, any wholesale outlet or donated for any auction.

7) The buyer and seller both agree that in the event the subject show potential dog is later deemed not show/breed worthy due to a proven and confirmed genetic based health defect, and the buyer chooses to keep the dog, the subject dog will immediately (or in the case of a puppy less than six months old, as soon as practicable for the health of the puppy) be neutered. In this event, the seller agrees to refund the difference between the purchase price and seller's current pet quality price once proof of such neuter is received by seller. If buyer chooses to surrender subject dog back to seller, a replacement show potential puppy or dog will be offered from a current or future litter, free of charge, or a refund will be entertained. Seller has the option to have any possible health defect confirmed by a vet specialist of seller's choice, before any refund will be entertained.

8) 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.

9) 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.

10) 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.

Signed (buyer) _____ Dated: _____
Printed _____

Signed (buyer) _____ Dated: _____
Printed _____

Signed (seller) _____ Dated: _____
Printed _____