

jUjU Dalmatians
David and Toni Linstedt
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CONTRACT FOR THE SALE OF A PET/COMPANION DALMATIAN

Breeder: David and Toni Linstedt

Buyer: _____

Sire: _____ AKC Reg.#: _____

Dam: _____ AKC Reg.#: _____

Litter Reg. #: _____ Date Whelped: _____

Sex: _____ Color: _____ Call Name: _____

Price: \$ _____ Date of Delivery: _____ Date of Contract: _____

TERMS

We, the undersigned, do hereby agree to the purchase and sale of an AKC registered Dalmatian as described above for the purpose of a 'companion' or 'pet' dog. This Dalmatian has been bred to enhance the type and quality of the breed, according to the guiding principles of the Dalmatian Club of America. As such, it is the product of appropriate and responsible breeding, handling, rearing, neurological stimulation, socialization, temperament testing, and veterinarian services. This Dalmatian has been examined and evaluated by the Breeder, the Breeder's veterinarian, and associated breeders/handlers/judges deemed appropriate by Breeder. Dalmatian breed Type, Conformation, Temperament and Quality has been assessed by the aforementioned individuals and instruments. From all outward appearances, this Dalmatian is sound and healthy on the date of delivery. ALL SALES ARE CONSIDERED FINAL ON THE DATE OF THIS CONTRACT. NO REFUND OF THE PURCHASE PRICE SHALL BE MADE THEREAFTER.

A deposit of \$ _____ reserves a pet Dalmatian puppy for Buyer until _____ at which time the Buyer will pay the balance of the purchase price in cash and take delivery of the Dalmatian, or the Buyer's deposit will be forfeited and the Breeder shall be free to sell the Dalmatian to another Buyer.

BREEDER

1. Guarantees this Dalmatian to be free of any health or temperament irregularities on the date of delivery.
2. Will provide Buyer with a Veterinary record of immunization, worming and BAER hearing test results appropriate to this Dalmatian's age at time of delivery.
3. Will be available for advice in all matters concerning this Dalmatian.
4. Will provide Buyer a five generation pedigree when payment in full is received.
5. Will transfer AKC registration papers to the Buyer, after proof of spaying or neutering. The registration form shall be completed as a "limited registration". This indicates that no progeny of this Dalmatian will be registered by the American Kennel Club.

6. Will be available to assist the Buyer in the future placement and/or sale of this Dalmatian should Buyer determine that, for any reason whatsoever, he/she can no longer keep this dog.

BUYER

1. Buyer agrees that any and all transportation costs to and/or from the Breeder's premises will be at the cost and sole responsibility of the Buyer.
2. Will have this Dalmatian examined by a Veterinarian of the Buyer's choice within 72 hours of delivery. If the Dalmatian is found to be other than healthy by the Buyer's Veterinarian, it shall be returned to the Breeder immediately with a written statement from the Buyer's Veterinarian outlining the regularities, and the purchase price will be refunded. The full refund of the purchase price will be given ONLY upon physical return of the dog and ONLY prior to the 'DATE OF CONTRACT' indicated above. Thus, a 2 week grace period for evaluation/examination will be allowed.
3. The Buyer agrees to maintain This Dalmatian's health in good condition and to provide yearly examinations, vaccinations, heartworm test, and any other usual procedures necessary to promote good health.
4. Agrees to follow the Breeder's instructions on diet, training, and grooming. There are many factors that can influence growth and development. The Buyer assumes the responsibility to carry on with the appropriate vaccinations, exercise, and feeding schedule as supplied by the Breeder.
5. Will agree to provide this Dalmatian with a fenced yard and/or will not permit it to run loose outside. This Dalmatian is considered to be a companion and thus, a house dog that will not be left out in severe weather conditions. In the event that these required living conditions are not met, the Breeder has the right to repossess this Dalmatian with no refund to the Buyer.
6. Agrees that this Dalmatian is NOT a breeding quality animal and will under NO circumstances allow any breedings with this Dalmatian during its life span. If this Dalmatian is ever found to have been used for reproduction, for each infraction, a \$1,200 per puppy fine will be paid to the Breeder by the Buyer.
7. Agrees to have this Dalmatian – if a male neutered between 12 and 13 months of age, and – if a female - spayed between 8 and 12 months of age. Veterinarian confirmation of this procedure must be supplied to the Breeder at which time the Breeder will transfer the AKC Limited Registration papers to the Buyer. This Dalmatian should not be neutered or spayed earlier than the above designated time frames to lessen the chance of this Dalmatian blocking from urinary crystals due to immature urinary tract.
8. Agrees that this Dalmatian shall NEVER be abandoned to an animal shelter.
9. Agrees that he/she is not acting as, or as a part of, any agent in the purchase of this Dalmatian and that the Buyer will not sell this Dalmatian to any agent, pet store guard dog business or research facility. Buyer also agrees that this Dalmatian will not be used as a guard dog for any business and will not be chained or attack-trained.
10. The Buyer agrees that neither he/she nor the Buyer's estate/executors may sell this Dalmatian or transfer ownership of this Dalmatian without the Breeder's written consent.
11. Should the Buyer be unable to keep the Dog as stated in this Agreement for any reason or at anytime, the Buyer must contact the Breeder. If the Buyer is unable to secure new Ownership agreed by the Breeder, this Dalmatian will be returned to the Breeder with AKC registration papers signed over, with no monetary reimbursement at the time. If this Dalmatian is placed in a new home, any money received from new owners, minus what ever expenses Breeder has incurred to board and care for this Dalmatian, will be forwarded to the Buyer. If this Dalmatian is older than one year of age there will be no refund back to the Buyer.

12. Buyer agrees that the Breeder may repossess this Dalmatian upon evidence of neglect and/or abuse at no expense to the Breeder, and no refund of any monies will be made to the Buyer under these circumstances.
13. Agrees to inform Breeder in writing or by telephone of ANY health or temperament irregularities that may develop during the life span of this Dalmatian.
14. The Buyer agrees to notify the Breeder of any changes of address during this Dalmatian's lifetime.
15. Will be solely responsible for any claims, lawsuits, fines or any other legal actions arising from this Dalmatian's actions and agrees to hold the Breeder completely harmless in the event of any claim, lawsuit or legal action arising from the actions of this Dalmatian.

PAYMENT TERMS

CASH ON DELIVERY

OWNERSHIP TERMS

(Circle One) OWNERSHIP CO-OWNERSHIP

Note: Co-Ownership terminates when all terms of this contract are fulfilled.

By affixing their signatures below, Breeder and Buyer attest that they have read, understood and agreed to all terms of this contract and that it is a legally binding agreement. Furthermore, Breeder and Buyer agree that this document is a legally binding contract for each other, their heirs, assigns and estates, both now and forever into the future.

For this document to be binding, the signatures of both Breeder and Buyer are required. If any provision of this contract is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable. The entire contract between the parties is contained herein. In the event of any dispute, the State of Missouri will have jurisdiction over the matter.

Signature of Breeder: _____ Date: _____

Signature of Buyer: _____ Date: _____