

NEDERES' MINIATURE BULL TERRIERS

Contract for the sale of a show/breeding prospect Miniature Bull Terrier

Nederes' Kennels is dedicated to the improvement of the Miniature Bull Terrier. The intent of this contract is to assure that the dogs produced from this kennel will receive appropriate care and will be protected from indiscriminate breeding, so that the outstanding qualities of health and temperament are enhanced. It is to be recognized that this Miniature Bull Terrier represents years of careful breeding and is considered to be of extreme value to both the seller and buyer.

I, Diana Foreman, agree to sell a female Miniature Bull Terrier as a show/breeding prospect for the sale price of \$4000.00

Diana Foreman

93190 Greenacres Ln.

Coos Bay, Ore. 97420

541-269-2009

dforeman944@gmail.com

Contract date: _____

AKC litter # _____ Call Name: _____

Registered name: _____

Whelped on: _____

Sire: _____ Reg. #

Dam: _____ Reg. #

Buyer: _____

Address: _____

Phone: _____

Email: _____

A deposit in the amount of \$ 500 has been paid by the buyer, leaving a balance of \$3500. **Purchaser is aware the deposit is non-refundable.**

The kennel name "NEDERES" will come first in the registered name of this dog.

This dog is being sold as a "show/breed prospect". Show/breed prospect shall be understood to mean that the dog has no disqualifying faults as defined by the AKC standard evident at the time of sale, and further that no genetic disorders are immediately evident. AKC papers will be transferred to the buyer after the sale is complete. This dog is sold with full AKC registration papers.

Should this dog be diagnosed with any genetically derived life-threatening medical disorder within 24 months of purchase and confirmed by two unassociated veterinarians, thereby causing buyer and seller to agree that the dog cannot be ethically bred. Seller will, upon provision of veterinary reports, provide buyer with the following options: (1) The buyer shall return the dog to the seller and the seller will provide a replacement breed quality dog, of the same quality and sex, etc. as soon as such a dog/puppy is available. (2) Buyer may opt to keep the dog and seller will return the difference in price between pet and show and the buyer will have the dog neutered. Buyer will pay all shipping and miscellaneous charges associated with the transport of both dogs back to seller and replacement puppy back to the buyer. The buyer warrants the dog has not been bred to or with in any manner. If used for breeding, in any manner, there will be no replacement, no matter any conditions found, this contract will be void. When the dog is returned the AKC paperwork must be filled out and signed, giving full ownership back to the seller at the time and date of its return including being dated after the date of the original sale (to insure the dog has never been bred). Only with all this done will the replacement be done, again as available. There will be no other options considered.

The seller shall not be held responsible for the development of disqualifying faults, diseases, viruses or disorders which are due to the buyer's neglect.

HEALTH GUARANTEE

The seller guarantees this dog is in good health and has received appropriate medical inoculations, worming and care. The seller will provide a medical record detailing the treatment the dog has received under the seller's care.

The seller warrants that the dog is free of life-threatening diseases or disabilities to her knowledge, at this time.

At no time will the seller be responsible or obligated to pay for veterinary treatment not agreed upon in advance.

TEMPERMENT

The seller strongly recommends that the buyer attend handling classes with this dog and provide proper socialization opportunities for this dog.

The seller shall not be held responsible for acts of destruction, dog/dog or dog/cat actions as these are the responsibility of the buyer once the dog leaves the sellers home.

GENERAL

Should the buyer choose to break any of the above portions of this agreement, it will render the contract and guarantee null and void.

Buyer and seller agree this agreement will be governed by the laws of Oregon. If either party is forced to take legal action to enforce any part of this contract, action shall be initiated in the county of the seller's residence. This also extends to internet sales across state lines. Any legal fees and court costs shall be the responsibility of the party found to be at fault.

This contract shall not be altered, modified or rescinded unless agreed to in writing by both buyer and seller.

Should it become necessary to sell or otherwise place this dog, buyer will notify the seller before taking such action so that the dog may, at the seller's option, be returned to the seller. Under notification, the seller will have 30 days to exercise the option. This sales contract is non-transferrable. Should the buyer relinquish ownership of this dog, for any reason, this sales contract shall be deemed null and void.

Seller warrants that she is the lawful owner of the dog and is alone responsible for entering into this contract with the buyer.

Buyer has read and understands the foregoing and agrees that all parts constitute a binding agreement with the seller. This constitutes the entire agreement of the parties hereto with respect to the sale described. The undersigned agree to uphold all covenants of this agreement.

Buyers signature: _____

Buyers name: _____

Sellers signature: _____

Sellers name: _____