



Jay and Lukas Cohen

## **SAMPLE CONTRACT ONLY**

### **Puppy Co-Ownership Sales Contract (Agreement)**

Definitions used here include:

“Breeder” (seller) shall herein be defined as : Jay Cohen and Lukas Cohen aka Xzotika.

“Buyer” shall herein be defined as:

“Puppy” shall herein be defined as : Xzotika’s Puppy

A “Puppy” registered with the American Kennel Club(AKC) with the name of :

AKC Number:

Whelped on :

Microchip Number:

Sex: Male

Color:

Sire:

Dam:

The puppy described above, is being placed on a co-ownership between Breeder and buyer. The puppy is being placed with a fee of \$4,500.00 of which \$600 is a non – refundable deposit.

The terms of this co-ownership are as follows:

- 1) The Governing Law of this contract is the law of Brown County TX, USA. The Buyer agrees that any disputes arising from this contract will be handled through the circuit court of Brown County Texas.
- 2) Buyer is responsible for the training of said puppy;
- 3) Buyer may not alter said puppy by having him neutered without the express written consent of the seller ;
- 4) Buyer will not breed said puppy
- 5) Buyer agrees that OFA HIPS, Thyroid, Eyes, Elbows and Heart will be completed by no later than the age of 30 months old.
- 6) Buyer agrees to maintain proper coat maintenance.
- 7) At no time is this puppy to be placed into the care of the Humane Society, SPCA, or other similar shelter, municipal/county, pound, pet store, or broker for the purposes of adoption, resale, or other disposal. If the buyer decides not to keep the puppy, the puppy is to be returned to the breeder. Should the need arise for the puppy to come home the buyer will be responsible for any and all expenses related to her travel.

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- 8) Buyer agrees that this puppy is an indoor dog and should never be left in a yard or an unheated or un-air-conditioned building. Buyer also agrees that this dog will not be kept in a crate or cage for unreasonable amounts of time.
- 9) In the event of the Buyer's death, seller must be notified to coordinate new home for the puppy.
- 10) The Buyer agrees to provide new contact information to the seller in the event that any of this information has changed.
- 11) Buyer agrees that photographs will be sent to seller via email for well check purposes annually.
- 12) Buyer Agrees that they will not place this puppy in any other home, they will send puppy back to Breeder at their expense.
- 13) Breeder will sign off of the co-ownership on AKC papers after the puppy has completed their AKC title, and all health testing depicted within this contract is completed. Signing off of the AKC papers in no way voids this contract or the provisions within.
- 14) Violation of the aforementioned conditions enables the seller to take physical possession of said puppy due to mismanagement of the co-ownership terms. Buyer must make puppy available in the event this condition has to be enforced by the seller. If buyer refuses to comply in any way once informed by seller that the violation clause must be enforced a \$25,000.00 fee for damages will be applied as well as surrender of the puppy. Refusing to comply is defined as violating the terms of the contract. Buyer agrees to have said puppy available for pickup at the address provided to seller in this contract. In the event buyer relocates the new address will be the new place of pickup. Seller reserves the right to have an agent pickup said puppy from applicable location. Agent is defined as any person with written authorization from seller to take possession of said puppy.

This "Puppy" is defined here to be an Afghan Hound, which is in good health and embodies the characteristics of the breed. This "Puppy" is purebred and registerable with the American Kennel Club. The "Breeder" guarantees the above-described puppy to be healthy at the time of sale, and does not assume any liability for illness or injury of said puppy after delivery.

The "Buyer" agrees to have this "Puppy" examined by a licensed veterinarian within 48 hours after the puppy is delivered. If the "Puppy" is found to be other than healthy by the "Buyer's" Veterinarian, it shall be returned to the "Breeder" immediately, and the purchase price will be refunded or the puppy will be replaced. The Buyer is responsible for return shipping of the puppy.

All appropriate vaccinations for the "Puppy's" age have been given and a record is provided.

The "Buyer" agrees to maintain the "Puppy's" health in good condition.

The "Breeder" has done everything possible to produce healthy, sound puppies by raising the puppies in the best way possible. There are many factors that can influence growth and development, such as diet, exercise and overall care. The "Buyer" assumes the responsibility to carry on with the appropriate vaccinations, exercise, care and feeding schedule, as supplied by the "Breeder".

The "Buyer" agrees to provide a suitable fenced exercise area and quarters for this "Puppy."

The "Breeder" can offer no further guarantees, once the care of the "Puppy" is no longer under his control. However the "Breeder" will replace the "Puppy" should it present with an inheritable and unforeseen health problem, at any reasonable time in the future upon proof of sterilization of said

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"Puppy", and or the return of the "Puppy" with its AKC registration papers endorsed to the "Breeder," with another "Puppy" from a future litter.

There is no time limit on the replacement "Puppy" due to availability, but "Breeder" should be notified and provided with valid proof of the afflicting condition within 14 days of diagnosis, and the breeder reserves the right to seek a second opinion, after which time the guarantee will be null and voided.

The "Buyer" hereby agrees that if at any time he/she cannot take proper care of the "Puppy", he/she must contact the "Breeder" and the "Breeder" will have first choice to either:

- a) Take the Puppy back
- b) Assist the "Buyer" in finding another suitable home for the "Puppy", the "Buyer" agrees that if the puppy must be returned to the "Breeder" the "Buyer" will be responsible for return shipping.

The "Breeder" neither makes, implies nor assumes any warranties or guarantees expressed or implied, other than those written in this agreement.

This document constitutes the entire agreement between the "Breeder" and "Buyer" with respect to this sale.

"Breeder" and "Buyer's" signatures below indicate that both parties have read, understand, and agree to all condition of the Sales Agreement in this Contract.

**Breeders: Jay and Lukas Cohen (Xzotika)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Buyer:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address:

Phone:

Email:

Notary Signature \_\_\_\_\_

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