

Address: 501 Sarah St.
City: Osceola Mills , PA 16666

Forevr Papillons
Danny R. Ford II & Ruth Ann Ford
Show & Breeding Sales Agreement
Of a Male

Phone: 814-339-6571
Email: forevr@showpaps.com
Web: <http://showpaps.com>

This agreement, made this _____ Day of _____, 200__ is between Forevr Papillons (Seller),
and _____ (Buyer),

Residing at _____

Phone # _____, drivers license or social security # _____

Email: _____

Description of Dog/Puppy Sold: Call Name: _____

Registered Name of dog: _____

The Buyer agrees to purchase from the Seller a male or female of _____ Papillon Show Prospect _____ Breed,

Color _____ Registration No. _____ D.O.B. _____, Microchip: _____

Sire: _____, AKC Registration # _____

Dam: _____, AKC Registration # _____

Breeder: _____

The sale of this dog is Sole Ownership OR, Joint Ownership between Seller and Buyer

The buyer agrees and binds him/herself to take good and reasonable care of said puppy/dog. Which includes but not limited to; feed and house properly, not to let him/her run loose and/or unattended at any time, give or secure the best of attentions to the physical welfare of the puppy/dog at the Buyers expense. If the buyer is unable to provide for this puppy/dog, it may be returned to the seller at no charge or refund by seller.

The puppy/dog shall be of _____ Show Prospect _____ quality as determined by the Seller.

- Show Prospect:** Is defined as a puppy/dog that has the potential to be shown and titled in the conformation ring. Said puppy/dog will be free of disqualifying faults at maturity as determined by the breed standard and any known genetic faults at the time of sale. Maturity is the period from six (6) months of age until the dog becomes a Champion of record or (2) two years of age, whichever comes first.
- Breeding Prospect:** Is defined as a puppy/dog that has the potential to develop into a dog of sufficient merit so that, while it may not title, it will have no known genetic fault at the time of sale that would preclude breeding to a like or better dog. Breeding for a male is not prior 7 months of age, Female not prior to dogs 2nd Heat Cycle.
- Pet Quality:** Is defined as a puppy/dog that has a disqualifying fault or other shortcoming that precludes showing and or breeding. Said fault will not prevent the puppy/dog from living an otherwise normal and healthy life.

Purchase Price

The purchase price of the puppy/dog will be \$ _____ less the non-refundable deposit of \$ _____. The balance is due on or before delivery of the puppy/dog. Shipping charges, crate, health certificate & travel are additional. Additional Charges: \$ _____.

Payment: Payment by cash or wire transfer. Received _____

Sole Ownership

Seller is selling dog outright to buyer. Seller will provide Buyer with American Kennel Club (AKC) registration papers upon completion of sale, payment in full. Buyer agrees to the fulfillment of any contractual obligations as stated and agreed upon in this sales agreement.

General Terms

Health, Special Conditions & Paperwork:

The sales contract of the puppy/dog is a guarantee of good health and the puppy/dog appears to be in good health at the time of sale. The seller(s) knows of no known contagious diseases that the puppy/dog has been exposed to within the past 21 days and the dog does not appear clinically ill from parasitic infestations. In most cases a health certificate signed by a veterinarian will be provided at the time of sale. If for any circumstance there is not sufficient time for the seller(s) to receive a health certificate the buyer accepts the seller's guarantee of good health in place of a vet health certificate. Initials of buyer_____. A 10-day guarantee for contagious or infectious disease and a 30-day guarantee for genetic or hereditary disease is provided at the time of sell. Seller(s) will state in writing any known defects or contagious illnesses on the health records provided. Upon the buyer signing and accepting the terms of this contract, the buyer shall accept all disclosed and known health concerns or defects. And the guarantee stated above will not apply to these disclosed health concerns or defects. The puppy/dog has been immunized and wormed according to the attached health record. It is recommended that the puppy be taken to the Buyer's veterinarian within 72 hours of receipt. This agreement is made for mutual benefit to protect all parties, and the seller(s) wishes it understood that under no circumstances will the Seller(s) stand responsible after the 10 day and 30 day guarantee stated above. The seller(s) is not responsible for any accidents or injuries, physical or internal after the dog leaves the seller's care and is not covered in the health guarantee. Failure of the buyer to notify the seller(s) of all health concerns within two business days of receiving the veterinarian's certification of illness will result in forfeiture of rights.

A registration certificate will be provided within 120 days of payment in full unless other restrictions apply.

Pet Quality Restrictions: **Puppy/dog classified as pet quality will receive a limited registration and Seller(s) will retain registration until Buyer provides proof of spay/neuter from a licensed veterinarian.** *Buyer has been made aware that if they provide the seller with spay/neuter information more than 1 year after the litter is registered with the AKC, that the AKC may charge additional registration fee's to buyer or refuse to register dog. If puppy/dog is sold for the expenses of the cost of spay/neuter no registration papers will be included in the sale of the dog. Seller(s) has no control of determinations or fee's charged by the AKC. Buyer. _____

Warranties: : The Buyer guarantees that the puppy/dog will be kept in good condition, which includes:

1. Dog will reside with Buyer
2. Groomed as follows; keeping coat & ear fringe free of tangles, trimming nails, hair on pads of feet, bathed regularly.
3. Exercised and kept in good muscle tone.
4. Trained and Socialized for the general purposes for which it has been sold - pet, breeding or show.
5. Housed in clean conditions and not permanently kept in wire floored pens.
6. Provide regular tooth maintenance and removal of infant canines if needed.

7. Free from parasites.
8. Vaccinated against contagious diseases on a regular basis or as state laws require.

The Seller(s) guarantees the following:

1. The puppy/dog is reasonable fit for the general purposes for which it has been sold - pet, breeding, or show.
2. The puppy/dog will be free from any known genetic problems at the time of sale that would preclude it from living an otherwise normal and healthy life
3. The show prospect puppy/dog shall be free from disqualifying show faults at maturity. (Maturity is completion of AKC Championship or 2 years of age.)
4. The breed quality puppy/dog to the best of the Seller's knowledge shall not be sterile at the time of purchase.
5. The pet quality puppy/dog is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose..

Should the puppy/dog develop one or more problems enumerated above, the Buyer shall have the option, with the agreement of the Seller(s), to: (*Note: Buyer must bring or ship dog to Seller(s) to view disqualifying show faults, opinions from other witness's will not qualify as fact. Buyer is responsible for all travel expenses for dog to and from seller.)

1. Exchange the current puppy/dog for another of the same quality originally purchased. Buyer must provide sufficient evidence that dog is no longer a show prospect and seller reserves the right to view and evaluate the dog. The replacement will be selected by the Seller(s) from the next litter they offer available puppies from; same sex puppy is not required.

At no time money is to be refunded or exchanges offered until the following requirements have been met:

1. **Health Problems:** (contagious, infectious genetic or hereditary): A statement from the examining Veterinarian is necessary for the return of any puppy/dog. The statement shall include the name and address of veterinarian, name of dog, owner's name, date of exam, precise findings, treatment recommended, and cost estimate. Statement must be present to the seller within two business days of receiving the veterinarians statement The Seller reserves the right to have said dog examined by a second veterinarian of Seller's choice. Seller will pay for Veterinary consultation for Seller's Veterinarian, but will not be responsible for expenses to Veterinarian. Should conflicting diagnosis result, a third separate opinion will be made with the cost to be shared equally between the Buyer and the Seller(s).
2. **Can Not Keep:** In the event the Buyer, at any time in the future, is unable to care for the puppy/dog for any reason, can not keep the dog or no longer wants dog. He/she agrees to immediately contact the Seller(s). The seller(s) has the first option to accept the return of the puppy/dog at no charge to the Seller(s) or act as agent to place the puppy / dog in another good home. At no time ownership or residence change from buyers care intact without receiving the express written consent of Forevr Papillons prior to resale or placement, unless the dog is being returned to Forevr Papillons.
3. **Buyer's Guarantee:** The buyer has fulfilled their guarantee of keeping the dog clean, well maintained, trained, socialized, groomed, and exercised.

Naming of the dog

The Seller(s) has the right to determine the AKC registered name of dog/puppy prior to or after sell or receipt of deposit (unless dog/puppy is already registered with the AKC). This name will include the words Forevr as prefix on the registration, as well as any name or words of the Seller's choice. No other kennel name or logo will be included anywhere in the entirety of the name unless the Buyer is co-breeder of the dog/puppy on the litter registration or express written consent is given from Forevr Papillons. If there is an error on the registration name submitted to AKC buyer will contact the AKC to correct the error. If dog is 5 months of age or over, Buyer may not change dogs call name unless Seller(s) approves name.

Breeding of Dogs

Dogs are not sold with outright breeding rights. Breeding of Male shall not be prior to 7 months of age. Breeding of Female shall be not prior to her 2nd heat cycle and not to be bred more than 3 heat cycles in a row. If sales agreement for this dog is being represented as a show prospect they are not to be bred prior to completion of their AKC Champion Title and within the sales contract breeding agreement, unless Buyer receives the express written consent of Forevr Papillons.

Selling of Offspring

Seller(s) are selling dog to buyer in the efforts to help them improve their own Papillon kennel and advance in the sport of dogs. Seller(s) is not selling dog to buyer as a means to provide breeding stock as a source of revenue for the buyer to sell offspring of the dog being purchased. Buyer agrees not to sell any of the first generation get produced from dog purchased intact on full AKC registration or any other dog registry, unless buyer receives express written consent from Forevr Papillons. Initials _____

Stud Rights of Offspring

Male Offspring are considered first generation get. At no time will buyer offer outside stud rights on offspring produced unless buyer receives express written consent from Forevr Papillons. No intentional or temporary co-ownerships or leases will be made on any bitches for the purpose of providing stud services and puppies to other owners.

Breeding of Offspring

Buyer may breed offspring as they see fit as long as they retain sole ownership of the offspring. No Co-ownerships, No leases, formal or informal, will be made on offspring unless buyer receives express written consent from Forevr.

Stud Rights

If said puppy/dog is male of breed or show prospect quality the Seller(s) retains permanent stud rights on the dog for the breeding lifetime of the dog to any bitch the seller(s) owns, co-owns or leases. Seller(s) is responsible for all costs towards mating veterinary expenses and shipping of dogs or semen collection. Buyer agrees to receive bitches to their home or handler for breeding purposes. If the bitch is shipped the Buyer agrees to transport the bitch to and from the nearest airport. If the dog is not currently being shown the buyer will agree to ship the dog to the seller(s) to use as a stud dog at their home. Buyer agrees to collect the dog's semen for shipping by fresh chilled extended semen if the Seller(s) provides semen collection and extender media. Fullfilling AKC DNA requirements are the expense of the buyer. No stud contract or terms will be set on stud rights used by the Seller(s). The buyer has stud rights to any Papillon female that they solely own. At no time will this dog be offered at public stud unless the buyer receives express written consent of Forevr Papillons for each service prior

to the breeding. Neutering the stud dog without the express written consent of Forevr Papillons will be a contract default.

Handling

Seller approves all handlers other than the buyer. Handling service is provided by seller(s) at the discretion of the seller(s). If seller(s) shows dog in the AKC conformation ring as an agent for the dog, a handling charge will be due of \$40.00 per show to cover the cost of show expenses & board, unless Seller(s) agrees otherwise. While dog is being handled Seller(s) has the right to determine other qualified handlers to show the dog, as needed. Billing for handling will be sent out monthly and will be due upon receipt. A two hundred dollars entry deposit or use of seller's credit card for entry expenses will be provided by the buyer to the seller(s) for entry fees. Buyer is to sign handling agreement prior to Seller(s) showing dogs. This handling fee's do not include entry fees or shipping expenses. Fee's for handling at Specialties may be more to offset expenses.

Forbearance

Forbearance or neglect to insist on strict compliance with the terms of this agreement, on the part of either party, shall not be construed as or constitute a waiver thereof. No rights or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the parties hereto.

Default of Contract

It is stipulated by and between the buyer and Forevr Papillons herein, that failure to comply with the conditions of this contract shall constitute a "breach of contract" and liquidated damages in the amount of \$2,500.00 per breached occurrence will be payable to the seller(s).

Severability

In the event of death of the buyer the estate will sign ownership of the dog back to the seller(s). Estate will be responsible for any board, transportation, handling, or medical bills owing at the time of death of owner or is incurred after death on the dog until Forevr Papillons receives full outright AKC ownership and the dog is back in the care of Forevr Papillons. In the event of illness or serious health concerns of the buyer, the seller(s) will be notified immediately. If the health concern prevents the buyer from caring or housing the dog or the buyer is in the hospital or care facility for more than 4 weeks the dog will be returned to the seller(s) until the buyer can once again give quality personal pet care for the dog.

Assignment

This Agreement is personal to the Parties and is not assignable or transferable in whole or in part. Any such attempted assignment shall be void and shall constitute a breach of this Agreement.

Entire Agreement

This Agreement contains the entire agreement between the Parties regarding the subject matters addressed herein. All other agreements and representations between the Parties relating to the subject matter hereof, whether oral or written, are hereby superseded by this Agreement. No modifications or waiver of any of the provisions, or any future representation, promise, or addition shall be binding upon the Parties unless agreed to in writing. The terms of this Agreement, including any appendices hereto, shall supersede any conflicting pre-printed or standard terms, which may have been discussed or agreed to by the parties for this particular dog.

Choice of Law

This agreement is to be interpreted and enforcement of this agreement shall be governed by the laws of the state of Pennsylvania or the state the Seller(s) is currently a resident in. Any action or proceeding brought by any party concerning a dispute arising hereunder shall be brought to court of competent jurisdiction located in Pennsylvania or the state the Seller(s) is currently a resident in. It is further agreed that in any legal action between the parties attempting to enforce any part of this contract, Forevr Papillons, shall be entitled to recover all expenses from Buyer, including attorney's fees.

Each party hereby acknowledge that she/he had an opportunity to review this agreement, including the opportunity to consult with an attorney if she/he so chooses and that this agreement is entered into knowingly, voluntarily, and an understanding of the terms hereof. No Party has relied on any representation other than the terms of this agreement.

The Buyer and Seller(s) Forevr Papillons, have read and understand this agreement and agree to all parts and portions thereof and consider it as a binding agreement between all parties.

Disclosure of Health Concerns or Defects: _____

Integration Clause

The entire Agreement between the parties is contained herein.

Signatures and Dates

Seller: _____ Buyer : _____
Date : _____ Date : _____
Witness: _____ Print Witness name: _____
Date: _____

Notary for Buyers Signature:

IN WITNESS WHEREOF, I have hereto set my hand and seal this ____ day of _____, 20____.

Signed:_____

Amendments or Additional Comments :

Initials Seller: _____ Initials Buyer: _____

1997The Puppy Lemon Law - Act 27 of Pennsylvania

Who Must Comply?	Owners of USDA and PA state licensed kennels & pet shops who sell to the public. "Non-profit" kennels & shelters are exempted.
Buyer receives either: A health certificate issued by a veterinarian OR Seller may issue a "Guarantee of Good Health"	Health Certificate must be issued within 21 days of sale. "Guarantee" must state dog is healthy on the date of sale & be signed by both seller & buyer.
Information about dog provided to the Buyer	<ol style="list-style-type: none"> 1. Date of birth, sex , color & markings 2. List & date of vaccinations 3. Record of any known health problems & treatments 4. Date & type of any parasitical medications 5. Name, address & signature of seller 6. The health record, signed by both seller & buyer
Length of time for Guarantee for contagious or infectious diseases	10 days
Length of time for Guarantee for genetic or hereditary diseases	30 days
Options for Buyer if dog becomes sick or dies in days allotted	<ol style="list-style-type: none"> 1. Return do for refund of purchase price 2. Exchange dog for another 3. Keep dog and receive vet costs <u>up to</u> the purchase price, provided the dog can be cured.
Buyer's Veterinarian must issue a "Certification of Illness" for seller which shall include:	<ol style="list-style-type: none"> 1. Purchaser's name & address 2. Date dog was examined 3. Breed & age of dog 4. Condition that made it "unfit" 5. Precise Findings 6. Treatment recommended & cost estimate, if owner keeps dog
Buyer <u>must</u> notify seller of vet's examination	Within 2 business days of exam
Seller <u>shall</u> give refund, replacement or reimbursement	Within 14 days
Seller may contest findings & have dog checked by own vet	Unless hospitalized, buyer <u>must</u> take dog to seller's vet for exam within 2 business days
Sellers of "Registered" dogs to supply certain information	<ol style="list-style-type: none"> 1. Breeder's name & address 2. Name & registration number of sire & dam of puppy 3. Name & address of the pedigree registry organization 4. Registration documentation must be provided within 120 days. Time may be extended if spaying or neutering is a requirement of purchase price.
If seller fails to proved registration documentation, purchaser may elect one:	<ol style="list-style-type: none"> 1. Return dog & Receive a full refund of purchase price 2. Retain dog and receive refund equal to half of the purchase price
Guarantee information	Must be posted at place of business & given to buyer at time of sale.
Enforcement agencies	Office of Attorney General
Penalties for violations or for donducting business without proper license	Up to \$1000 for each violation

These health guarantees apply when the purchaser's veterinarian declares that the newly purchased dog is "Unfit for Purchase" "Unfit for Purchase" means any disease, deformity, injury, physical condition, illness or any defect which is congenital or hereditary and which severely affects the health of the animal or which was manifest, capable of diagnosis or likely to have been contracted on or before the sale and delivery of the animal to the consumer.