

Los Arriba Show Female Purchase Contract

Charlotte M. Ventura, Breeder
46503 Eastwood Drive North
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BUYER REPRESENTATION

The Buyer agrees that he/she is **not** acting as or in part with any agent in the purchase of this dog and that the Buyer will **not** sell the dog or any of its progeny, whether accidentally or deliberately produced, to any agent, animal broker or pet store. Buyer also agrees **not** to sell to any person or group for use as a prize, bonus or incentive. Buyer warrants that the dog will remain in his/her sole custody. This document concerns a live animal and is executed with prejudice in favor of that animal's well being by those signing.

This agreement is made between **Charlotte M. Ventura** (Breeder / Seller and hereinafter referred to as Breeder) and _____ (Buyer) for one dog **AKC TR** on _____ (date) for the purchase price of \$ _____. This amount is to be paid in full at the time of receiving the dog, unless otherwise prearranged between Buyer and Breeder. This is a show female as specified below:

Breed: **Havanese** Sex: **Female** Color: _____

AKC: **TR** Whelped on _____

Sire: **CH** AKC **TR** CHIC # _____

Dam: **CH** AKC **TR** CHIC # _____

TERMS AND CONDITIONS

The Buyer is subject to all the Terms and Conditions set forth below. This contract is to insure the health and well being of this Havanese and the future of the breeding gene pool. It is to protect both the Buyer and the Breeder and most importantly, the dog.

The Buyer agrees to assume full responsibility for the dog once it leaves the premises. The Breeder guarantees this dog to be in good health and to be of sound temperament. A 48-hour period will be given to the Buyer to return the dog alive and in good health for any reason for a full refund. The Buyer also agrees that in the event of death within 72 hours of taking possession, the dog is to be taken to a veterinarian for an autopsy. If the death is proven to be due to a genetic illness or an illness contracted while in the Breeder's care, the dog will be replaced as soon as possible. If the dog dies of a genetic illness within two (2) years of its birth, the dog will be replaced as soon as a replacement dog is available to the Breeder. All above claims will only be honored with

written documentation from a licensed veterinarian and provided to Breeder. The Breeder has taken every reasonable precaution to ensure the physical soundness and temperament of the dog, including its Sire and Dam which, as far as known, are both free of hereditary defects.

TERMS AND CONDITIONS (continued)

If a **major fault** develops by six (6) months of age, as determined by AKC standard, a dog can be returned for replacement of equal value. The dog must be returned to Breeder at Buyers expense and replacement will be provided as soon as Breeder has available. Once dog has been replaced, a new contract with the same terms and conditions will be executed. Should Buyer agree to keep said dog, upon proof of neuter, a refund of \$500 will be provided.

It is the Buyer's responsibility to provide the dog with proper shelter, a safe environment, a fenced yard (fencing shall be of adequate height and strength for security), proper veterinarian care, and proper nutrition throughout the dog's entire life. The Buyer must make the dog available for periodic evaluations by the Breeder at the Breeders convenience.

The dog will be required to obtain her AKC Championship at Buyers expense. AKC Championship title to be obtained by either: (a) exclusive showing by Buyer and/or (b) exclusive showing by Breeder, Charlotte M. Ventura, as Professional Handler.

No breeding prior to the age of two (2) years and only after the passing of all health tests which includes: BAER; CERF; hips, elbows, patellas, and legg-calve-perthes; bile acids; and subaceous adenitis (a description of these tests is included in Addendum "A"). All health testing must be done by a Veterinarian of Breeder's approval. Hips, elbows, patellas, and legg-calve-perthes are to be done without anesthesia. This is only to ensure that the dog has the best chance of receiving an accurate evaluation. Failure of any of these tests will eliminate said Havanese from being used for breeding.

After all requirements are met, said Havanese may be bred to a suitable partner as agreed to by Breeder. Dog shall be bred no more than three (3) times. The number of breedings is non-negotiable.

Buyer agrees to give one show quality puppy to Breeder. Breeder will take second choice (male or female). Litter must consist of two (2) or more puppies living to age of eight (8) weeks. Breeder will take puppy from first litter, if available, and incur all costs for taking possession of said puppy (i.e. travel expenses, shipping, etc). Buyer may choose to give Breeder full price of one show quality puppy (\$2,500) at time of litter in lieu of Breeder taking a puppy, thus fulfilling this portion of the contract with no other puppies or monies being owed the Breeder.

In the event of intentional misbreeding, cruelty or neglect, Breeders will have the right to confiscate dog without legal action and hold Buyer responsible for all medical bills resulting from their negligence. No refund or replacement will be given.

The Buyer is encouraged and welcome to keep in close contact with the Breeder and is also welcome to any information that the Breeder has regarding the breed, clubs and events.

RELINQUISHMENT OF DOG

The Buyer hereby agrees that if at any time the Buyer cannot take proper care of the dog, the Buyer must contact the Breeder and the Breeder will have first choice to either (a) take the dog back and/or (b) assist the Buyer in finding a suitable home for the dog. The Breeder must approve the new owner and at such time this

contract will become null and void, and a new contract signed by the new owner. Neither of these two options guarantees that the Buyer will recover the entire purchase price. This dog is **not** to be turned over to the Havanese Rescue or any type of rescue, pound or humane society and Buyer agrees that by doing so, the Breeder **WILL** impose a contractual penalty of \$2,000 on the Buyer.

JURISDICTION

This contract is to be construed in accordance with the laws of the State of California. If for any reason legal action is to be taken on either side, all legal proceedings and litigation must take place in the State of California, County of Fresno. If any provision of this document is invalid or unenforceable under applicable law, this document shall be ineffective to the extent of such invalidity only and shall remain in full force and effect otherwise, without affecting the remaining provisions.

IMPORTANT NOTES

Breeders, Charlotte M. Ventura and Dagmar M. Hampton, will remain on AKC papers as co-owners until all terms of the contract have been fulfilled. The co-ownership is for legal namesake only and does not give Breeders physical ownership rights.

BUYER INFORMATION

Name _____

Address _____

Home Phone # _____ Cell Phone # _____

Work Phone # _____ Email _____

THIS IS A BINDING CONTRACT

By signing this document, you agree that you have read and fully understand all the terms and conditions set forth in the above contract. **NO VARIATIONS ARE ACCEPTED UNLESS IN WRITING AND AGREED UPON AND SIGNED BY BOTH BUYER AND BREEDER.**

Signature of Buyer _____

Date _____

Signature of Breeder _____

Charlotte M. Ventura, Breeder

Date _____