



GENESIS

BELGIAN SHEPHERDS

CONTRACT OF SALE Show/Performance Puppy (Co-ownership)

SELLER:
Address: _____
City, State, ZIP: _____
Telephone: _____
E-Mail: _____

BUYER:
Address: _____
City, State, ZIP: _____
Telephone: _____
E-Mail: _____

On _____, the above SELLER and BUYER enter into an agreement on the sale and ownership of one Belgian Shepherd Dog, specified as follows:

Breeders: _____
Litter Theme: _____
Puppy Identification: _____
Variety of Puppy: _____
Sex of Puppy _____
AKC Registered Name: Genesis
AKC Registration No.: *(to be assigned by AKC upon registration)*
AKC Registered Owner(s): (1) _____
(2) _____

Sire: _____
Dam: _____
Date of Birth: _____
Price of Puppy: _____
Deposit Paid: _____
Payment Terms: Balance due on pickup or delivery of puppy.
Transportation costs responsibility of Buyer.

CONTRACT OF SALE – TERMS & CONDITIONS

Show Puppy (Co-ownership)

LITTER THEME

1. _____.

REGISTRATION/NAMING and OWNERSHIP

1. The puppy is being purchased as a potential show/breeding prospect and will be registered with the American Kennel Club (AKC) on Full Registration. **Seller shall be listed as secondary owner with AKC.**
2. The puppy's AKC registered name shall begin with "Genesis-BasqueLaine" then a word or phrase consistent with the litter theme above, and shall not exceed a total of 30 letters and spaces. (AKC now allows longer names for an extra fee.) Seller reserves the right to approve the AKC registered name choice. (The puppy's call name, of course, is at the sole discretion of the Buyer.)
3. The puppy is also eligible for registration with the United Kennel Club (UKC). Seller will assist Buyer with such registration if desired.
4. Ownership of the dog may NOT be transferred without the permission of the Seller.
5. If for any reason Buyer cannot or chooses not to keep the dog, Buyer (or a representative of the Buyer) must return the dog and its registration papers to Seller at Buyer's expense. If it is under 6 months of age, Buyer is entitled to a refund of 75% of the purchase price. If it is 6 months to 1 year of age, Buyer is entitled to a 50% refund. If it is over 1 year of age, no refund is forthcoming.
6. The dog cannot be inherited except by permission of Seller, which would be given after Seller is satisfied that the heirs would provide adequate love and care.
7. Should Buyer transfer possession of the dog and failure to notify Seller of such transfer, Buyer will be liable in the amount of \$5,000.00, plus applicable legal costs.

HEALTH GUARANTEE

1. **SELLER:**
 - a. guarantees that the puppy is of good health and sound temperament upon the purchase and sale of puppy. Seller will supply a record of vaccinations and wormings to Buyer;
 - b. guarantees that the puppy is free of any inherited health disorder which would greatly affect its lifespan as diagnosed within the first 72 hours of receipt of the puppy;
 - c. guarantees against primary epilepsy, (such that seizures occur regularly without an obvious, non-inheritable secondary cause, such as severe trauma, illness, or poisoning) until 48 months of age;
 - d. guarantees against hip or elbow dysplasia until 30 months of age;
 - e. guarantees that the parents are indeed the animals listed on the contract, and that they are clear of any known seizing, eye disease, and hip/elbow dysplasia. If either sire or dam has not received their final OFA clearances at the time of the sale of the puppy, hip/elbow dysplasia guarantee in Item D above will be extended to 36 months of age;

- f. agrees that if the puppy develops any conditions as outlined in Items B, C, and D above, Buyer has the choice of (a) returning the dog with all veterinary records and AKC papers for a full refund, (b) returning the dog with all veterinary records for a replacement puppy from a future *Genesis* litter, or (c) choose to keep the puppy and qualify to receive 50% of the purchase price of the dog, to cover veterinary costs, contingent from a verifying diagnosis from a veterinarian of Seller's choice;
 - i. In case of death or euthanasia due to hereditary disease, an autopsy/necropsy/post-mortem examination must be performed at a university affiliated veterinary school to conclusively confirm such, and the resulting report must be provided to Seller in order to receive the replacement puppy. Buyer to pay any transportation costs of getting a replacement puppy, unless otherwise agreed upon by Seller;
- g. guarantees that, with adequate socialization, the puppy will be of sound temperament in that it will be neither so shy nor so vicious as to render it an unfit companion. If in spite of adequate socialization by Buyer, and reasonable proof thereof, the puppy/dog is excessively shy or aggressive, Seller will replace with another *Genesis* puppy (when available) upon return of the puppy/dog to Seller (at Buyer's expense) along with its registration papers. Buyer to pay any transportation costs of getting a replacement puppy, unless otherwise agreed upon by Seller.

CARE, SOCIALIZATION, AND TRAINING

1. **BUYER:**

- a. agrees that the puppy will be examined by a licensed veterinarian within 72 hours of receipt of said puppy. If Buyer is not satisfied with the puppy's health during this time, the puppy may be returned within 72 hours of the veterinarian's visit for a full refund or replacement with another *Genesis* puppy (if and when one of suitable quality is available), provided the puppy has not been injured in any way. If the puppy becomes ill during this time frame and Buyer does not choose to return it, Buyer agrees to assume responsibility for medical treatment;
- b. agrees to obtain all of the health clearances specified below and to send photocopies of registry certification(s) to Seller promptly upon receipt of the certification(s);
 - i. Screening of eyes at age 12 months, to be repeated annually or no less than every 2 years thereafter, with results submitted to CERF (copies of original ophthalmologist's report as well as CERF registry certification to be provided to Seller);
 - ii. Screening of hips and elbows at 2 years of age, with results submitted to OFA (copies of certifications to be provided to Seller); Seller will assist in finding a veterinarian to do x-rays without anesthesia if preferred. (Alternatively, hip and elbow screenings can be "prelimmed" at time of spay/neuter.);
- c. agrees that the puppy will receive regular care from a licensed veterinarian on a regular basis and will kept up to date on immunizations;
- d. agrees that the dog will be kept free of parasites such as fleas and worms;
- e. agrees that the dog will receive adequate food and fresh water;
- f. agrees that the dog will have its coat and nails maintained in a clean, well-groomed condition;
- g. agrees that the puppy will be kept in good physical condition and afforded the room to exercise and move freely, not to be allowed to become overweight;

- h. agrees to use common sense when the puppy is outdoors. The puppy will not be allowed to roam at large. The only way to ensure your pup's safety is to provide a secure fenced-in area;
- i. agrees to provide protection from the elements, predators, automobiles, and other hazards;
- j. agrees to keep the puppy/dog throughout its life as a house pet, and that it will spend a significant portion of the day in the house with its person/people;
- k. agrees that the puppy will not be crated for long periods of time on a regular basis since this can cause physical and mental problems and otherwise be detrimental to the pet;
- l. agrees that the puppy will not be kept on a tie-out chain or line since this can promote aggression and otherwise be detrimental to the animal;
- m. agrees that the puppy will never be transported in the open bed of a pickup truck;
- n. agrees that the puppy will be taken to a Basic Obedience class and fully complete the class by the time it is 12 months old. Seller will assist Buyer in finding training classes and training clubs as needed;
- o. agrees that the puppy will be socialized both on and off the property, to changing sights, sounds, people, other dogs, new environments, and other stimuli to ensure confidence and a steady temperament, until the puppy is at least 18 months old. However, the puppy should not be taken to public places such as dog parks, where the risk of contracting disease is high, until 4 months age or older after immunizations are complete;

SHOW/PERFORMANCE/BREEDING

1. **SELLER** agrees that if the dog develops any of the conditions listed in (a), (b), (c), and/or (d) below, and upon return of the dog and all registration papers to the Seller (at Buyer's expense), to give the buyer a replacement *Genesis* puppy when available, at no cost other than shipping expenses
 - a. if the dog exhibits monorchidism or cryptorchidism;
 - b. if the dog develops a disqualifying bite (as defined in the breed standard), which does not correct itself by age three years;
 - c. if the dog does not follow through with show or performance quality by age four years, in the opinion of the Seller, to the extent that it cannot earn a championship title;
 - d. if the dog is unsuitable for performance events due to serious structural faults.
2. **BUYER:**
 - a. agrees to keep this dog reproductively intact and not to spay/neuter this dog without express written permission from the Seller;
 - b. agrees to attend conformation classes and to compete in shows with the goal of attaining the status of breed Champion.
 - c. agrees to choose an activity (obedience, agility, herding, and/or tracking) for training and competition with the goal of attaining, at minimum, a novice-level title.
3. **If the dog is a female** that Seller and Buyer agree is of sufficient quality to be bred, no breeding shall occur until the female earns an AKC or UKC championship, and receives clearances for hips, elbows, eyes, thyroid, cardiac, and brucellosis. Seller and Buyer shall determine who will whelp and raise the litters, who will pay any expenses, and who will retain any profit from any litter after expenses are reimbursed. These terms shall be specified in writing as an addendum to this contract. Seller **MUST** approve choice of stud dog. Seller may waive championship requirement on a case-by-case basis.

4. **If the dog is a male** that the seller and buyer agree is of sufficient quality to be used at stud, no breeding shall occur until the male earns an AKC or UKC championship and receives clearances for hips, elbows, eyes, thyroid, cardiac, and brucellosis. Stud service to and choice of bitches **MUST** be approved by seller. Seller will retain breeding rights for Genesis-owned or co-owned bitches and will pay for related expenses but not a stud fee. Seller may waive the championship requirement on a case-by-case basis.
5. If this dog is used to intentionally produce puppies without Seller approval, as outlined in Items 3 and 4 above, the Buyer will be liable to the Seller for damages in the sum of \$1,000.00 per puppy. Additionally, the dog will be returned to the Seller with no refund due to the Buyer.
6. If this dog is used to produce intentionally mixed-breed or hybrid litters, or to produce puppies that are sold or resold to laboratories, guard dog facilities, pet shops, puppy mills, brokers, or other retail or wholesale outlets, the Buyer will be liable to the Seller for damages in the sum of \$1,000.00 per puppy. Additionally, the dog will be returned to the Seller with no refund due to the Buyer.

FOLLOW UP

1. Buyer agrees to keep Seller informed as to progress, accomplishments, as well as problems of the dog. Buyer agrees to provide information and photos to Seller at a minimum of annually from date of placement. Seller will provide support and advice to Buyer throughout the life of the dog.
2. In the event that any of the Buyer’s contact information changes (address, phone, e-mail, fax), Buyer promptly shall inform Seller of such change. Seller agrees to do the same.

DEFINITIONS

1. “Adequate,” “protection,” habitually,” “generally accepted,” “significant,” “excessively,” “regular,” “well groomed,” "intentionally," and “sufficient” as used in this contract, shall be defined by the judgment of the Seller, based on Seller’s standard of care for her dogs.
2. The terms “puppy” and “dog” are synonymous in this document. Except where specified, the term “puppy” does not denote a particular life stage of the puppy/dog.

CONDITIONS OF AGREEMENT

1. If Buyer is unable or unwilling to meet any or all of the conditions of this agreement, Seller reserves the right to reclaim the dog and its registration papers, with no refund or replacement puppy due to Buyer. Failure to observe time limitations voids any obligations of Seller under this agreement and Buyer shall have no other rights or options. Any legal proceedings shall be carried out in Seller’s own state and county.
2. Any modifications to this agreement can only be made in writing and must be signed by both Buyer and Seller; should any portion of this contract become null and void, the remainder of the contract shall remain in force.
3. All five pages of this agreement shall be effective upon the signatures of both Buyer and Seller and shall remain in force throughout the life of the dog unless other conditions agreed upon in writing by BOTH Buyer and Seller.

Additional Notes/Terms:

Buyer’s Signature:

Date:

Seller’s Signature:

Date: