

DOG DAYS KENNEL • SHOW PROSPECT SALES CONTRACT

Seller:
DOG DAYS KENNEL, LLC
8500 W Paint Ct.
Crystal River, FL. 34428
(352) 564-4210
Email: tony@dogdayskennel.com

Buyer: _____
Address: _____
City: _____ **State** _____ **Zip** _____
Phone: _____

Voluntarily enter into and agree to all terms and conditions stated in this contract as witnessed by their signatures below.

BREED/SHOW PROSPECT TERMS

The subject puppy of this contract is: Whelp # _____ Sex _____, Color P/S _____ / _____

Avid Microchip Number: _____ UKC /ADBA Registration Number: _____

With the registered name: _____ out of: _____

SIRE: _____

UKC/ADBA#: _____ **Micro Chip:** _____

DAM: _____

UKC/ADBA#: _____ **Micro Chip:** _____

Hereinafter referred to as "Puppy" has been sold to Buyer by Seller as "Show Prospect". Show prospect shall be understood to mean that no disqualifying faults as defined in the United Kennel Club Show Standard are evident at time of sale and further that no genetic disorders are immediately apparent. "Show Prospect" does NOT mean that your puppy is of Championship Caliber or will "Finish" and secure a Championship Title. Skin and coat conditions that may arise in any "Blue" coat puppy is NOT a part of this health guarantee and as such NO warrantee is made with respect to any genetic or acquired skin or coat condition in any "Blue" dog that we sell. PLEASE BE ADVISED, the "Blue" coat American Stafordshire Terrier and American Pit Bull Terrier is a dilute color that IS KNOWN to have skin and coat issues in some individuals.

GENETIC DEFECT

1. Should Puppy develop any disqualifying faults as defined in the UKC Standard, or be diagnosed with any life threatening genetically derived medical disorder which is confirmed by two unassociated Veterinarians, thereby causing Buyer and DOG DAYS KENNEL to agree that Puppy cannot ethically be shown within the first two years of the puppy's life, DOG DAYS KENNEL will, upon provision of Veterinary reports and where applicable, Orthopedic Foundation for Animals (OFA) report or Canine Eye Registration Foundation (CERF) certification, provide Buyer with one of the following options. Blue dog exclusion stated in header applies.

a) Should Buyer choose to keep the Puppy, no further compensation will be considered. Puppy must be spayed or neutered within 30 days of finding of fault and notification must be given to DOG DAYS KENNEL. Buyers Veterinarian of choice must provide spay/neuter certificate to DOG DAYS KENNEL within 30 days.

b) Should Buyer choose to relinquish ownership of Puppy to DOG DAYS KENNEL, DOG DAYS KENNEL will replace said puppy with one of comparable color and pedigree as soon as one is available to DOG DAYS KENNEL. Pedigree & Microchip certificates must be returned to DOG DAYS KENNEL with the puppy.

2. Should puppy be diagnosed with any of the following diseases or disabilities during the life of the puppy, DOG DAYS KENNEL will replace the puppy providing that all other conditions set forth in paragraph 1 Genetic Defect are met.

a) NCL-A (Cerabellar Ataxia)

b) CRD-2 (Cone Rod Dystrophy)

3. Should puppy be diagnosed with any of the following diseases or disabilities during the first 5 years of puppy's life, DOG DAYS KENNEL will replace the puppy providing that all other conditions set forth in paragraph 1 Genetic Defect are met.

a) Severe Hip Dysplasia*

* Hip Dysplasia is a very subjective term with a wide degree of interpretation. If your Veterinarian has diagnosed your puppy with severe, debilitating Hip Dysplasia requiring corrective surgery, our Veterinarian must concur with your findings before any puppy replacement will be offered. Radiograph of the affected puppy must be submitted to DOG DAYS KENNEL for evaluation by DOG DAYS KENNEL Veterinarian of record. The identity of the dog MUST be burned into the radiograph in a manner that it cannot be tampered with. Acceptable forms of submission are on electronic media such as a CD or radiograph film. If it is determined by our Veterinarian that environmental, nutritional or lifestyle factors contributed to or exacerbated the condition, then no replacement will be offered. This provision is for the replacement of an affected puppy only. DOG DAYS KENNEL makes no warranty or offer to reimburse the client for actual or future out of pocket expenses. Return of the effected puppy is not required. Replacement puppy shipping is not included.

b) Heart Valve Disease / Heart Murmur*

* The heart valve condition must be such that quality of life is diminished. Minor defects that do not effect quality of life are not included in this warranty. Heart mummurs must be grade 3 or higher and result in a diminished quality of life. In the event that your Veterinarian has diagnosed a heart valve condition and has determined that your puppy will be effected with a diminished quality of life, DOG DAYS KENNEL must receive notification no later than 10 days from the date of discovery. Acceptable notification must include copies of any and all diagnostic procedures performed in support of said diagnosis including a copy of the encounter form. DOG DAYS KENNEL reserves the right to have the puppy examined by our Veterinarian in order to confirm said diagnosis. In the event that examination by our Veterinarian is not possible due to a distance obstacle, DOG DAYS KENNEL reserves the right to have the puppy examined, at our expense, by a Veterinarian located within 50 miles of the client requesting a warranty replacement. Once the condition is confirmed as stated, DOG DAYS KENNEL offers to replace the puppy with one of equal value. Return of the effected puppy is not required. Replacement puppy shipping is not included.

HEALTH GUARANTEE

1. DOG DAYS KENNEL guarantees that Puppy is in good health and has received appropriate medical inoculations, parasitic elimination and care. DOG DAYS KENNEL will provide Buyer with a medical record detailing treatment Puppy has received under our care, and any future care we believe is essential to Puppy's well being.

2. DOG DAYS KENNEL guarantees that Puppy is free of life threatening diseases or disabilities for 48 hours after delivery to Buyer. Should life threatening diseases or disabilities be discovered by Buyer within 48 hours after receipt of Puppy, and attested to in writing to DOG DAYS KENNEL by Buyer's Veterinarian, DOG DAYS KENNEL will provide Buyer with one of the following options:

a) A replacement breed quality puppy as soon as such a puppy is available to DOG DAYS KENNEL. Shipping not included. This option is only available if the puppy is so sick that it requires humane euthanasia to prevent further suffering or the puppy has died from a pathogenic cause or a genetic defect. DOG DAYS KENNEL will refund the cost of euthanasia.

b) A refund of all expenses incurred by the buyer due to necessary life saving care received by the puppy by a USDA licensed Veterinarian.

3. DOG DAYS KENNEL offers no warranty of any kind for any of the following:

- a) Acquired diseases or parasitic infestations beyond the first 48 hours after delivery to the buyer, including but not limited to Demodectic, Cheyletiella or Sarcoptic mites.**
- b) Accidental death, disability or disfigurement due to any cause.**

4. Dog Days Kennel shall not be held responsible for the development of disqualifying faults, diseases, or disorders, which are due to Buyers negligence.

DOG DAYS KENNEL REQUIRES THAT BUYER HAVE THE PUPPY EXAMINED BY A LICENSED VETERINARIAN OF BUYERS CHOICE WITHIN 48 HOURS OF RECEIPT OF PUPPY. In the event that a warranty replacement is requested by the Buyer due to a covered provision of this contract, a Veterinary encounter form detailing the nature of the disease or disability MUST be dated to demonstrate that the puppy was examined during the first 48 hours after delivery to the buyer. Examination is the personal responsibility of and at the financial expense of the client. IF THIS PROVISION IS NOT FOLLOWED, NO REPLACEMENT OR RE-IMBURSEMENT GUARANTEE WILL BE MADE BY DOG DAYS KENNEL.

TEMPERAMENT

1. DOG DAYS KENNEL strongly recommends that Buyer attend obedience classes with Puppy and provide proper socialization opportunities for Puppy.

2. DOG DAYS KENNEL shall not be held responsible for acts of Puppy.

Should Puppy exhibit aggressive behavior which Buyer deems intolerable and irreversible within 12 months after purchase, Buyer will provide DOG DAYS KENNEL with proof that Puppy has been sufficiently socialized and that obedience classes and other structured training methods have been attempted with no results. Upon receipt of such proof, evaluations of Puppy will be scheduled with three recognized UKC trainers or show judges. One to be chosen by Buyer at buyers expense, one to be chosen by DOG DAYS KENNEL at DOG DAYS KENNEL expense, and one to be chosen jointly at shared expense. Should Puppy be deemed overly aggressive by two of the chosen judges/trainers, DOG DAYS KENNEL will arrange for euthanasia of Puppy and provide Buyer with a replacement breed quality puppy as soon as such a puppy is available to DOG DAYS KENNEL. All pedigree certificates MUST be returned to DOG DAYS KENNEL before any replacement can take place. Shipping not included.

GENERAL

1. The registered name that is assigned to the puppy by DOG DAYS KENNEL cannot be changed by the buyer.

2. NitroBlue™ , ZeroAggression™ and DDK™ are Registered Trademarks of DOG DAYS KENNEL. DOG DAYS KENNEL grants limited license of it's Trademarks for the registration of any puppy that has the Trademarks assigned as a part of the registered name of the puppy. No other use is authorized. Any other use of any DOG DAYS KENNEL Trademark MUST give mention to DOG DAYS KENNEL as the owner of the Trademark. DOG DAYS KENNEL is a Florida Limited Liability Company (LLC).

3. Tail Docking of any puppy we sell is not allowed unless medically necessary. Written notice and justification for the procedure must be provided within 30 days of any medically necessary tail docking procedure by the USDA licensed Veterinarian providing the service on company letterhead to DOG DAY KENNEL by USPS First Class Mail.

4. Buyer agrees that under no circumstances will the puppy be used for breeding purposes before the puppy reaches the age of 24 months.

5. Buyer agrees that Puppy shall not be bred or used in any breeding program until the following certifications have been received by DOG DAYS KENNEL:

- a) Orthopedic Foundation for Animals (OFA) or Penn Hip (PH) normal certification of hips.
- b) OFA heart normal certification.

6. Buyer agrees to allow DOG DAYS KENNEL the right of first refusal should Buyer decide to sell, relinquish or transfer Puppy.

7. Buyer agrees to abide by and comply with all aspects, conditions and stipulations contained within United States Code Title 7 of The Animal Welfare Act of 1966 along with all amendments to the act. Should the puppy be subject to any action the Buyer commits that is a violation of United States Code Title 7 Animal Welfare Act §2156. Animal Fighting [Sec. 26][FN 1], Buyer will be considered to be in Material Breach of Contract and DOG DAYS KENNEL will exercise it's superior interest in the puppy and seek immediate possession of the puppy. Buyer will forfeit any and all claims to the puppy and will be subject to a non compliance fee of \$5000.00 payable to DOG DAYS KENNEL upon demand.

8. Buyer agrees to abide by and comply with all aspects, conditions and stipulations contained within Florida Statutes §828.12; Cruelty To Animals, §828.122; The Animal Fighting Act; Fighting Or Baiting Of Animals, §828.13; Confinement Of Animals Without Sufficient Food, Water, Or Exercise; Abandonment Of Animals, along with all amendments to the act. Should the puppy be subject to any action the Buyer commits that is a violation of Florida Statutes §828.12-122. Cruelty To Animals or the Animal Fighting Act; Fighting Or Baiting Animals, Buyer will be considered to be in Material Breach of Contract and DOG DAYS KENNEL will exercise it's superior interest in the puppy and seek immediate possession of the puppy. Buyer will forfeit any and all claims to the puppy and will be subject to a non compliance fee of \$5000.00 payable to DOG DAYS KENNEL upon demand.

9. Buyer agrees that this agreement is the sole agreement between buyer and DOG DAYS KENNEL and that this agreement supercedes any other agreement. Buyer agrees to waive protections offered by any other agreement, Federal or State Statute as allowed by law.

10. Should Buyer choose to breach any of the above portions of this agreement, the remainder of this agreement will remain in full force and effect and the buyer will be considered to be in Material Breach of Contract. Should this occur, DOG DAYS KENNEL will have the right to peaceably take possession of the puppy without notice or compensation to the buyer and without the necessity of any court order. Should buyer not allow DOG DAYS KENNEL to take peaceful possession of the puppy, buyer agrees to pay DOG DAYS KENNEL any court costs, attorneys fees or any other expenses borne by DOG DAYS KENNEL in the effort to secure possession of the puppy. Buyer hereby grants DOG DAYS KENNEL a perpetual superior interest in any puppy DOG DAYS KENNEL sells to the buyer. Buyer agrees that upon a finding of a Material Breach of Contract by a Court of law within jurisdiction, that DOG DAYS KENNEL is entitled to compensatory and punitive damages. If any part of this contract requires legal action in order to compel compliance, resolve a dispute or secure a judgment, buyer agrees that venue shall lie in Citrus County Florida.

11. Buyer and DOG DAYS KENNEL agree that this Agreement, it's terms and conditions, will be governed by the laws of the State of Florida and may not be altered, modified or rescinded unless agreed to in writing by Buyer and DOG DAYS KENNEL.

The undersigned agree to uphold all covenants of this Agreement as of this _____ day of, _____ 20 ____.

Buyer: _____

Seller: _____ **For DOG DAYS KENNEL, LLC**

