

Rosasharn Great Pyrenees Dogs



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Contract of Sale

This AGREEMENT is made between Anne Petersen on behalf of Rosasharn Farm (breeder/agent) and _____ (buyer/s)

for one puppy out of (Sire) _____ AKC# _____

(Dam) _____ AKC# _____ and in litter # _____

that was whelped (DOB) _____ which is certified by the BREEDER to be purebred Great Pyrenees and the Get of the dam and sire named above and none other and which is conveyed, sold and transferred to the BUYER subject to all terms and conditions set forth below as follows.

Terms of Conveyance

- 1) This animal and/or any offspring of this animal, whether accidentally or deliberately produced shall not be given, sold, leased or consigned to any commercial pet shop or retail store; nor to any wholesale dog breeding kennel or any person employed by or engaged in such business nor to any institution on individual using animals for any type of experimentation, exploitation or research; nor to any group or person for use as a prize, bonus or incentive.
- 2) This animal is conveyed by its breeder and received by its buyer for the sole purpose of being a Family pet/companion or Livestock Guardian dog, and for no other use unless permission and exception is given on Breeders terms as an appendix to this contract.
- 3) Sterilization of this animal shall be performed by one year of age.
- 4) The BUYER may obtain exception to items 2&3 above only if all of the following conditions are met: (a) the animal is without flaws, faults or deficiencies and of such quality as to be capable of contribution to the betterment of the breed; (b) The BREEDER has personally evaluated the animal on the BREEDER'S premises and/or has been provided with a written evaluation of the animal by a Licensed AKC Breed Judge or veterinarian familiar with the Great Pyrenees breed; (c) the animal has been evaluated by OFA or a comparable association at two years of age and determined to be free of genetic faults and the report has been copied to the BREEDER and (d) compensates the breeder for any difference between the price paid for a pet/companion/LGD and a breeding/Exhibition Animal and (e) the final AKC transfer from the BREEDER to the BUYER takes place only after the above conditions (4) have been met.

5) Any misrepresentation of the buyer's intentions in the above regards and any failure of compliance with these terms shall be the cause for the immediate repossession of this animal by its breeder without further notice or refund of any monies. While both parties to this agreement shall have clearly defined rights and responsibilities, none shall supersede the buyer's right and responsibilities, none shall supersede the breeder's right and obligation to reclaim and repossess or otherwise regain sole ownership, physical custody and control of the animal for reason of it being abused, misused, or neglected.

Covenants and Warrants

The **BUYER'S RESPONSIBILITIES** shall be:

6) To prepare for and provide accommodations and equipment suitable for the maintenance of a Great Pyrenees, including but not limited to these minimum standards: (a) secure containment facilities such as a sturdy crate of a size sufficient for an adult specimen of the breed and fenced in area, yard, kennel or run adjacent to the BUYER'S residence; (b) food and water containers of adequate capacity; (c) the hygiene and grooming aids essential for good health and condition; (d) consistent supply of a well balanced nutritionally complete feed recommended by the BREEDER/

7) To give and provide for the proper care of the animal once it leaves the BREEDER'S premises, including but not limited to (a) all transportation expenses; (b) maintenance on a proper diet and at a sensible weight for age, stage and size of animal; (c) regular and consistent basic obedience training without harsh discipline; (d) Control of animal at all times and in such a manner as to prevent abuse, teasing, neglect or roaming at large without continual staking, cabling or chaining; (e) all needed vaccinations, inoculations and parasite controls faithfully administered and kept current; (f) prompt micro chipping and registration by appropriate tracking service; (g) competent Veterinary attention whenever needed, plus a minimum of once-yearly routine check-up examinations.

8) To take the animal to a Veterinarian of the BUYER'S choice and at the buyer's expense within **three (3) days** of receipt and, if not satisfied with the results of the medical examination, to return the animal to the BREEDER with the Veterinarian's written evaluation, within seven (7) days of the date of possession OR, if satisfied by the veterinary report, to retain possession and thereafter hold the BREEDER blameless and not liable for any extant or future MEDICAL condition of the animal.

9) To notify the BREEDER at once if the animal should die prematurely or develop any condition requiring premature euthanasia and, excepting if the cause of death is gross physical injury or may otherwise be precisely identified, to have the animal autopsied and to provide the complete autopsy report to the BREEDER and/or the BREEDER'S Veterinarian.

10) To refrain from selling, giving away, destroying or otherwise disposing of the animal for any reason whatsoever without first notifying the BREEDER of such intent, and disclosing fully the reasons for disposal, and giving the BREEDER first option to reposes the animal or make other arrangements for its placement.

11) To inform the BREEDER of any change of address or telephone number on the part of the BUYER for as long as the animal shall live.

The **BREEDER'S WARRANTY** shall be:

12) That every reasonable precaution has been taken to ensure the physical soundness and temperamental stability of the animal, including that: (a) its DAM and SIRE have been X-Rayed clear of Hip Dysplasia and are themselves free of known hereditary defects; (b) insofar

as this known, no evidence of temperamental instability exists within the immediate past generations on both sides: (c) all inoculations, vaccinations and parasite controls are as current as possible at the time of transfer of the animal; and (d) the BREEDER'S Veterinarian has examined the animal and found it fit and ready for placement prior to transfer to the BUYER.

13) That the animal should be without hereditary or congenital defects which would render it wholly unfit as a family pet/companion/LGD excepting any conditions made known to the BUYER and declared in this CONTRACT, is Guaranteed against any such defect for the period of eighteen (18) months of age and, in the case of bilateral hip dysplasia only to **twenty-five** (25) months of age.

14) That if a limiting defect occurs in this animal, the BUYER shall have recourse as follows: (a) Substitution must be provided in the form of a Veterinarian's written report made at the BUYER'S expense, and confirmed by a second Veterinarian of the BREEDER'S choice and at the BREEDER'S expense and, in the case of Hip Dysplasia, by the X-Rays and written statement of a Member of the American Board of Veterinary Radiology (ABVR) or by the Orthopedic Foundation for Animals (OFA). (b) Upon a substantiation and confirmation of a limiting defect, the BUYER may return the animal to the BREEDER who will replace it with one of comparable quality, without defect, subject only to earliest availability of such replacement; m(c) All claims for a replacement under this Guarantee must be made within **thirty** (30) days of the date of the first diagnosis of a defective condition, and the Guarantee is null and void if the animal has been used for breeding purposes or any other terms of this Contract have not been satisfied: (d) The BREEDER cannot be held responsible or liable for any defect, deformity or premature death of this animal if such is due to accident, injury, medical illness, neglect or nay deviation from the proper care normally required by the breed.

15) That the BREEDER (or Agent) will be and will remain available to the BUYER, the BUYER'S Veterinarian and/or the BUYER'S Agent whenever advice, assistance or information is needed in any matter having to do with the animal's welfare.

16) Any breach of this contract will void and nullify the terms and conditions of this contract.

17) That any and all other terms and conditions of this Contract are written below, the BUYER having read and understood all terms and conditions prior to signing and having been provided with an exact copy of this Document and/or any Attachments hereto.

These additional terms and conditions are: none that

Attachments: Yes No

Signed: BUYER(s)_____

BREEDER: _____ Date: _____