

CONTRACT FOR THE SALE OF A PUPPY

This is a legally binding contract made on this _____ day of _____ in the year 20_____.

BETWEEN:

A. Kelly Hamilton of 56 Calder Place, Waggrakine, Western Australia, 6530 (herein after referred to as "The Breeder")

AND

B. _____ of _____

(herein after referred to as the "The Purchaser")

This contract is in relation the puppy with the pedigree name of:

Sire : ***Bullforce Gangster***

Hamilton's _____
(herein after referred to as "said pup/py".)

Dam : ***Demoniac Teams Anna***

STIPULATIONS, ACKNOWLEDGMENTS AND AGREEMENTS

- 1) The Breeder sells and the Purchaser buys said puppy on the terms and conditions listed in this agreement
- 2) Said puppy is a purebred American Bulldog. Said puppy is of typical temperament and structure, and embodies the basic standards of the American Bulldog breed.
- 3) The registered name is / will be _____
- 4) The Breeder owns and has bred said puppy
- 5) The kennel prefix "Hamilton's" must be used as the first word of the registered name for said puppy.
- 6) The Purchaser(s) agrees to and understand(s) the following conditions: Said puppy shall not be sold, leased or given to any third party, including but not limited to a pet shop or research establishment . Said puppy shall not be sold, given or donated to any person. Purchaser further agrees that said puppy shall not be used for any medical or any other experimental purposes or sold to supplier, wholesaler, shelter, pound, or humane society.

- 7) The purchaser agrees that said puppy will not be used in any way shape or form for dog fighting purposes
- 8) The Purchaser agrees to buy said puppy for the sum of \$3500.00Au.
- 9) The Purchaser agrees to pay the breeder a non-refundable deposit in the sum of \$1000.00 within 48 hours of receiving this contract
- 10) The Purchaser agrees to pay the balance owing, being \$2500.00Au when said puppy reaches the age of not more than six (6) weeks old.
- 11) The Purchaser agrees that if clause ten is not met, the Purchaser will forfeit said pup, and the breeder will keep the non-refundable deposit.
- 12) The Purchaser agrees that delivery, collection or freight of said puppy will not occur before the age of Eight (8) weeks of age.
- 13) If the Purchaser prefers commercial shipment: The Breeder will arrange air shipment for said puppy, however, the Purchaser will pay the cost of any and all arrangements and expenses for commercial shipment of said puppy. Said puppy will be shipped via AirFreight. The Breeder prefers not to commercially ship said puppy before 8 weeks. The Breeder encourages all shipments to take place prior to 12 weeks. The Breeder shall not be responsible for the safety of said puppy while in transit to the Purchasers place of residence, to include any and all incurred injuries as a result of transportation accidents.
- 14) Said puppy is guaranteed to be in good general health and free of communicable diseases. Purchaser agrees to have the vet of their choice examine said puppy within 72 hours of purchase. If any problems are detected in this exam of proof of illness prior to transport, collection or delivery of said puppy, the Purchaser will furnish the Breeder with a veterinary certificate indicating that said puppy is unwell or unsound and said puppy may be returned for a replacement puppy, excluding shipping costs. Purchaser is responsible for the initial visit costs and any immunization shots, if given at that visit. Purchaser agrees that if said puppy is not seen by a vet within the 72 hour limit it will not be covered under the above terms except at the Breeder's option.
- 15) Said puppy is expected to be free of hereditary crippling hip dysplasia, however, no guarantee of such is or can be made, or intended herein.
- 16) Said puppy is healthy at the time of sale and has had the immunizations enumerated in the attached health record.
- 17) Breeder in no way makes any warranty in relation to the suitability of said puppy for any purpose, and the Breeder makes no warranty as to the success of said puppy at show, stud or whelp either now or in the future.
- 18) Purchaser agreea to notify Breeder within 10 days of any change of address or phone number
- 19) Breeder is not responsible for injuries or problems due to feeding, type of feed used, being overweight, training and/or lack of training, biting, children or environment. Purchaser acknowledges that Breeder has advised that socialization of a said puppy is a must; and, that American Bulldog's are very protective by nature and have a heartier personality than, for example, Labrador Retrievers. American Bulldog's need a firm hand with obedience and correction if ever growling or nipping starts.
- 20) Breeder will not knowingly sell a dog which is in ill health or afflicted with a genetic or congenital defect without full disclosure of such ailment to Purchaser.

- 21) Purchaser agrees to supply Breeder a copy of the Death Certificate of said puppy if applicable.

REGISTRATION

- 1) The Purchaser agrees that said puppy shall be litter registered with the Animal Research Foundation (ARF) in America, under the breeders name Kelly Hamilton until the said puppy is at an age of not less than two years (24 months.)
- 2) The Purchaser agrees that the Breeders prefix (Hamilton's) will remain at the beginning of said pups pedigree name throughout the life of said pup
- 3) The Purchaser agrees that he/she will **NOT** apply for a certificate of registration from ANY registry until the said pup is at an age of two years (24 months) and not without the written consent of the Breeder
- 4) At the age of two years (24 months) it is at the breeders discretion to release litter registration paperwork to the Purchaser
- 5) The Purchaser agrees that the Breeder will not incur further costs if the Purchaser wishes to apply for an extended pedigree once the Breeder has released litter registration paperwork

BREEDING

- 1) The Purchaser agrees that he/she shall not breed said puppy until the minimum age of two years (24 months)
- 2) The Purchaser agrees that if said puppy is bred before the age of two years the Breeder at her discretion will refuse to sign any documentation pertaining to the resulting litter
- 3) The Purchaser agrees that if said puppy is bred before the age of two years the breeder will withhold all registration paperwork pertaining to said pup for the remainder of said pups natural life
- 4) If planning to breed with said pup after the age of two years the Purchaser agrees to hip score said puppy prior to doing so and at no cost to the Breeder
- 5) The Purchaser agrees that if clause 4 becomes applicable the purchaser will supply the breeder with a copy of the certified hip results.
- 6) The Purchaser agrees that if they have purchased a male pup, the breeder reserves the right to have one full ejaculation collected from said puppy at any reproductive canine specialist clinic, with the collection and clinic fees being at no cost to the Purchaser. The purchaser agrees that this will be done in a timely manner in relation to the request from the breeder.

MAINTENANCE

- 1) The Purchaser agrees to maintain said puppy's health with yearly vaccinations as specified by their veterinarian.
- 2) Should said puppy become ill or unsound, any and all costs of treatment will be the responsibility of the Purchaser.
- 3) The Purchaser agrees to keep said puppy in appropriate lean weight so as to maximize said puppy's soundness and longevity..

- 4) Purchaser agrees to maintain said puppy in good health, provide annual vet exams, routine maintenance and preventative health care including but not limited to nail trimming, grooming, teeth brushing, inoculations (said puppy will receive regular booster vaccinations) and internal and external parasites and heartworm preventative medication. Failure to comply with and provide documentation of these requirements voids all guarantees
- 5) The Purchaser agrees to provide said puppy with proper shelter with protection from the winter and summer temperatures and elements.
- 6) The Purchaser warrants that said puppy will be kept in appropriate condition for its health and welfare. Said puppy will be fed a suitable diet for its age and condition. Said puppy will receive all necessary veterinary care to maintain its good health and prompt medical attention provided if said puppy shows signs of illness or injury
- 7) Purchaser agrees said puppy is required to be licensed in the Shire of residence of Purchaser and Purchaser agrees to comply with local and state and shire laws
- 8) Breeder agrees that said puppy shall receive worming syrup/tablets every week from the age of 2 weeks and their first set of shots (C3¹) at 6 weeks.
- 9) Purchaser agrees said puppy's second set of shots are due at 10 weeks of age after which, yearly vaccinations are required.
- 10) Purchaser agrees to socialize, train and keep said puppy in a manner acceptable to the Breeder.
- 11) Purchaser agrees to provide proper exercise as indicated in order to maintain said puppy in proper weight and physical shape.
- 12) Purchaser agrees that said puppy is NOT to be LEFT UNSUPERVISED LOOSE OUTSIDE, IN A CRATE, TIED OR CHAINED TO ANYTHING AT ANY TIME WHILE UNSUPERVISED.
- 13) Purchaser agrees to maintain contact with Breeder at reasonable periods of time to advise as to the health and well-being of said puppy.
- 14) Purchaser agrees if at any time the Breeder finds that said puppy is being kept, treated or allowed to behave in a manner not acceptable to him/her, the Breeder has the right to REPOSSESS SAID PUPPY UPON EVIDENCE OF NEGLIGENCE AND/OR ABUSE, which neglect and/or abuse shall be determined solely by Breeder, at no expense to the Breeder. NO REFUND NOR REPLACEMENT OF PUPPY WILL BE GIVEN. Any veterinary services needed due to negligence or lack of care, will be the Purchasers responsibility and payable to the Breeder.
- 15) Purchaser agrees if clause 14 becomes applicable Purchaser agrees to IMMEDIATELY SIGN OVER TO THE BREEDER SAID PUPPY'S ARF REGISTRATION PAPERS, at no expense to the Breeder.
- 16) Purchaser understands said puppy is never to be left in a car or in heat for any reason. This can be fatal to your dog. *Please be very careful with the heat and your American Bulldog.*
- 17) Purchaser agrees no replacement is offered, for temperament as this is environmental and Purchasers responsibility. As responsible breeders we expect that this puppy be properly socialized and attend a

puppy obedience classes. As breeders we do everything possible as to breed dogs of sound mind (temperament) and body. Some responsibility is the Purchasers as to proper feeding, exercise, socializing and training, of which all have a bearing on the end results of a sound adult dog.

- 18) If said puppy becomes lost or stolen, Purchaser agrees to notify Breeder immediately. Breeder will not be responsible for this loss and Breeder will not refund the purchase price of the puppy, nor will Breeder give another puppy for replacement. Purchaser also agrees not to sell, trade or dispose of this puppy.
- 19) It is also understood that the Breeder may examine and make inquiries about said puppy at any time. If not satisfied with the condition of the puppy or the conditions in which it is kept, said puppy can or may be removed immediately.
- 20) If at any time the Purchaser is unable to keep or care for said puppy, it must be returned to the Breeder at no cost to the Breeder. Purchaser agrees that no refund, replacement nor monetary sums will be offered for said pup. Said puppy may not be transferred, disposed of or sold by the Purchaser. The Purchaser's understanding and acceptance of this condition is signified here by his/her initials: _____
Date: _____

EXCLUSION OF IMPLIED TERMS OR WARRANTIES IMPLIED BY STATUTE

- 1) Both the Breeder and Purchaser agree that the Sale of Goods Act does not apply in respect of this transaction.

GENERAL

- 1) This contract contains the entire agreement between the parties and no statement or verbal agreements made by either party that are not contained in this written contract shall be valid or binding. This contract may not be modified or altered except in writing and signed by both parties. Violations of this Contract will constitute BREACH of CONTRACT, prosecutable by law, and may result in mandatory confiscation and return of the puppy to the Breeder
- 2) I have read and understand the stipulations of the Contract and voluntarily agree to all elements, stipulations and provisions herein.
- 3) A copy of this completed Contract with both Purchaser and Breeder's signatures will be provided to the Purchaser.
- 4) No other warranties or guarantees, expressed or implied, are made under this contract except as stated above. Signed by

(SIGNED BY THE SAID)

Kelly Hamilton

(Signature of The Breeder)

In the presence of:

Signature of Witness

Print Name of Witness

Address of Witness

Date

(SIGNED BY THE SAID)

(Please print name)

(Signature of The Purchaser)

In the presence of:

Signature of Witness

Print Name of Witness

Address of Witness

Date