

XXXXXXXXXXXX NEWFOUNDLANDS

Breeder Name

Breeder Address

Phone Number

Contract and Agreement for Sale of Puppy/Dog

IDENTIFYING DATA

Buyer _____

Address _____

Telephone _____

Recommended By _____

Date of Sale _____ Purchase Price _____

Sex _____ Color _____ Identification _____

Registered Name Of Dog _____

Date of Birth _____ Age At Time Of Sale _____

Sire _____

AKC Reg. No. _____ OFA/OVC No. _____

Microchip No. _____ Tattoo No. _____

Dam _____

AKC Reg. No. _____ OFA/OVC No. _____

Microchip No. _____ Tattoo No. _____

Buyer's Veterinarian _____

Address _____

Telephone _____

Date of First Examination _____

Additional Identifying Data _____

AKC REGISTRATION

This dog is a purebred Newfoundland. The pedigree is guaranteed correct, and the dog is registerable with the American Kennel Club (AKC).

The Buyer agrees to register the dog with the AKC, unless the dog was registered prior to purchase. It is requested, but not a condition of sale, that the kennel name "XXXXXXXXXX," be incorporated into the registered name.

The Buyer agrees to furnish to the Seller the registered name of the dog upon registration, unless the dog was registered prior to purchase.

CONDITIONS FOR REFUND

Provided this dog is returned to the Seller with a letter from a licensed veterinarian stating the problem and any known details, the Seller agrees to either refund all or part of the purchase price of the dog under the following conditions:

1. Health at Time of Purchase: At the option and expense of the Buyer, if the dog is examined by a licensed veterinarian within 72 hours of purchase and determined not to be in good health, the Seller will refund the full purchase price of the dog or replace the dog with one of similar quality upon surrender of this dog to the Seller.
2. Hip Dysplasia: The Buyer agrees to have the dog x-rayed and determined to be free of hip dysplasia prior to breeding the dog. Ideally, the dog should be x-rayed at two years of age or older and the x-rays submitted to either the Orthopedic Foundation for Animals (OFA), or the Canadian registry (OVC) for evaluation and rating. This will be done at the Buyer's expense.
3. Eye Defects: The Buyer agrees to have the dog examined by a licensed veterinarian and declared free of hereditary eye defects prior to breeding the dog.
4. Heart Defects: The Buyer agrees to have the dog examined by a veterinary cardiologist and declared free of hereditary heart defects prior to breeding the dog.
5. Thyroid: The Buyer agrees to have the dog examined by a veterinarian and declared normal thyroid prior to breeding the dog.
6. Cystinuria: The Buyer agrees to have the dog tested by a veterinarian and declared free of cystinuria and not a cystinuria carrier prior to breeding the dog, unless both parents of the dog had previously been cleared.

If the dog is determined to be unbreedable due to hereditary defects, the Buyer agrees to have the dog spayed/neutered or return the dog to the Seller. Upon proof of spay/neuter or return of the dog, the Seller agrees to refund all or part of the original purchase price, based upon the Seller's determination of the value of the dog at the time. If the Buyer returns the dog to the Seller, the Buyer agrees to sign over the AKC registration on the dog.

IF BUYER CANNOT KEEP THE DOG

Should the Buyer at any time be unable to keep the dog, the Buyer agrees to contact the Seller and give the Seller first option to take or purchase the dog (at a reasonable price determined by the Seller and based on the worth and potential of the dog at the time). If this option is foregone by the Seller, the Seller will assist the Buyer in finding a suitable home for the dog. The Buyer agrees that the AKC registration papers will be signed over to the Seller or the new owner.

BREEDING OF THE DOG

The Buyer agrees not to use the dog for breeding purposes until the dog has reached at least 24 months of age. Buyer agrees that this dog will not be used for breeding until it has been evaluated either by the Seller or by an agent approved by the Seller to determine if the dog is deemed to be of breeding quality.

Buyer also agrees that this dog will not be used for breeding purposes until cleared by x-rays of hip dysplasia, and until the dog has been cleared for heart defects, thyroid, eye defects, cystinuria, and VonWillebrand's factor.

Buyer agrees that a female dog will not be used for breeding until checked and cleared for Brucellosis, Toxoplasmosis, and vaginal infections or diseases. Male dogs will not be used for breeding until cleared for Brucellosis, and any other infectious canine disease, including those specifically connected to the breeding of dogs.

Buyer agrees that any male or female dog used for breeding with this dog will also be checked and cleared for the above stated conditions.

SALE OF PRODUCE/GET

Buyer guarantees that no produce or get of this dog will be sold, transferred, or given to anyone involved in or associated with wholesaling, retailing, pet shops, or the sale of dogs for research purposes.

SHOW/BREEDING POTENTIAL

A show/breeding potential puppy/dog is one whose features and characteristics go beyond the definition of a pet. It is purebred, registerable with the AKC, and free of all disqualifying faults for the breed at the time of sale. This dog is not guaranteed to win in the show ring, nor is it guaranteed to be capable of or suitable for breeding at a future date. It is understood, with proper care on the part of the Buyer, that in due time the dog should be acceptable temperament and structure and should embody the basic standards of the breed. The Buyer acknowledges that he understands and will provide for the requirements and special care necessary for a show/breeding potential puppy/dog.

The Buyer understands that the temperament of a Newfoundland dog is the hallmark of the breed. Seller warrants that this puppy/dog at time of sale was of a suitable temperament for the breed and was not, at the time of sale, timid or shy towards strangers. The Buyer agrees that any interaction between the puppy/dog and any young children or individuals unfamiliar with handling dogs will be strictly supervised, and such individuals and young children will not be allowed to roughly handle or pick up a puppy/young dog. If this condition is not met and the dog is affected to the extent that it becomes timid or shy, the Buyer will immediately return the puppy/dog to the Seller AND will remit in cash the equivalent of the price of a similar quality puppy at the time of the return. The Buyer will sign over the AKC papers on the dog.

BUYER'S AGREEMENT

The Buyer agrees to provide a secure environment for this puppy/dog, including a fenced enclosure of proper size to accommodate the dog when fully mature.

The Buyer further agrees to provide proper nutrition, grooming, and veterinary care for this puppy/dog. This will include keeping all vaccinations current, routine testing for worms (including heartworm), licensing as required by area, and such medication as deemed necessary by a licensed veterinarian. Seller will provide whatever information is at their disposal on these subjects, or the Seller will direct the Buyer to a competent resource for the necessary information.

The Buyer agrees to allow the Seller, or an agent appointed by the Seller, to occasionally investigate the conditions under which this puppy/dog is being kept, with adequate prior notice by the Seller. If the conditions are not being satisfactorily met in the opinion of the Seller or their agent, the Seller will attempt to assist the Buyer in correcting the deficits. If further investigation shows that the necessary corrections have not been made, the Seller retains the right to remove the puppy/dog and place it in a suitable environment, with no monetary reimbursement to the Buyer. The Buyer will sign over the AKC registration papers on the dog.

This puppy/dog is sold with the strong desire that the dog be shown in conformation if he/she develops true to the standard of the breed. The benefits of obedience training have been emphasized, and competitive obedience is encouraged. The potential for water work and/or draft work have also been explained by the Seller, and the Buyer is encouraged to consider exhibiting in these events. The Seller has also explained the use of Newfoundland dogs as therapy dogs, and the Buyer is encouraged to consider this activity. The Seller will assist the Buyer in either training or showing in these activities, or will direct the Buyer to a competent source for the necessary assistance.

SELLER'S WARRANTY

The Seller certifies that this puppy/dog and each puppy/dog in this kennel has received appropriate vaccinations based on age and environmental conditions.

The Seller also certifies that this puppy/dog and each puppy/dog in this kennel has had a fecal examination for worms and has been administered appropriate worming medication as deemed necessary by a licensed veterinarian. All adult dogs are routinely checked for internal parasites, and medication is administered as deemed necessary by a licensed veterinarian.

The Seller has provided information on the dog's current vaccination, and feeding schedule and type of food, and recommendations for future vaccinations and feeding. The Buyer agrees to discuss this information with their veterinarian at the earliest possible date and will follow their veterinarian's recommendations from that point on.

ANY DELETIONS OR CORRECTIONS TO THIS CONTRACT SHOULD BE INITIALED BY BOTH PARTIES.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, ARE MADE UNDER THIS CONTRACT EXCEPT AS STATED HEREIN.

Both parties agree that any legal action resulting from the terms of this contract/agreement will be litigated in the county of residence of the Seller at the time the legal action is initiated, regardless of which party initiates the legal action.

If the Buyer is found to have defaulted on any of the conditions of this contract/agreement with regard to unsatisfactory or inhumane care of the puppy/dog, or the breeding of the puppy/dog without proper health clearances, or the sale of this puppy/dog, any of this puppy/dog's produce/get, or any other dog in the care or ownership of the Buyer to any wholesaler, retailer, pet shop, or puppy mill or any individual associated with same, the Buyer will remit cash payment of \$5,000 to the Seller for defaulting on the terms of this contract/agreement.

THE FOLLOWING AGREE TO THE CONDITIONS STATED ABOVE AND ENTER THIS CONTRACT/AGREEMENT IN GOOD FAITH.

Buyer _____ Date _____

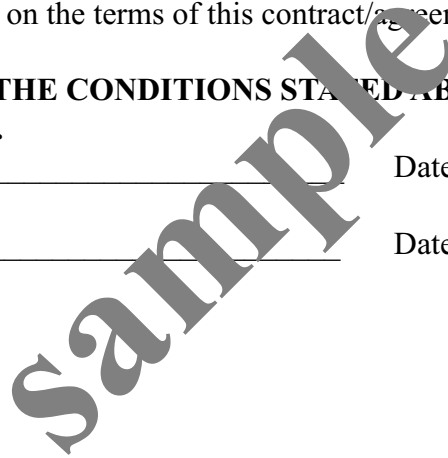
Seller _____ Date _____

XXXXXXXXXXXX Newfoundlands

Breeder Name

Address

Phone Number



VACCINATION SCHEDULE:

- | | |
|-----------------|---|
| 6 weeks of age | Distemper/Measles/Parvo (given by breeder) |
| 8 weeks of age | Distemper/Parvo/Adenovirus/Parainfluenza/Hepatitis (given by breeder) |
| 10 weeks of age | Bordatella |
| 12 weeks of age | Distemper/Parvo/Adenovirus/Parainfluenza/Hepatitis |
| 14 weeks of age | Bordatella |
| 16 weeks of age | Rabies |

Leptospirosis and Caronavirus should be given ONLY on advice of your veterinarian, and ONLY if there are a large number of cases treated in your geographic are.

At present time we recommend giving boosters of Distemper/Parvo/Adenovirus/Parainfluenza/Hepatitis at the same time as booster for rabies is given, as required by your local law.

You may also consider checking titers on the various vaccinations and administer boosters as required based on the titers.

WORMING:

We do not administer worming medication on a routine basis. We do routine stool checks, at least every 3-4 months, and administer wormer as required based on the recommendations of our licensed veterinarian.

GROOMING EQUIPMENT:

- Required: Large slicker brush
Medium tooth steel comb
Sharp scissors
Nail clipper
Dog toothbrush and dog toothpaste
Undercoat rake
- Recommended: Dematting comb
Wide tooth steel comb
Fine tooth steel comb
Double-edged thinning shears
Curved scissors

MISCELLANEOUS EQUIPMENT:

- Required: Crate – sufficient size for adult dog
Crate pad or some type of bedding for the crate
Stainless steel dishes for food and water
Correction collar (chain) for training
6' lead (nylon or leather)
Nylon collar or harness for regular walks

MISCELLANEOUS INFORMATION:

I recommend only Vitamin C as a regular supplement. I give one 500 mg tablet twice a day.

I do not recommend using generic or store-brand dog food, as they can cause skin and/or nutritional problems that will cost more in vet bills than you save in food bills.

Current feeding instructions:

Food: _____

Amount: _____ Feed _____ times per day.

Other instructions: _____

I recommend removing stool from _____ daily, or not less than every other day.

I recommend a minimum of brushing with a slicker brush at least twice a week, and a thorough combing at least once a week, depending on the individual dog's coat condition.

I recommend nail trimming at least every two weeks for puppies, and at least once a month for adult dogs.

I recommend trimming excess hair on feet and ears at least once a month.

I recommend brushing teeth at least once a week, using only toothpaste and toothbrush designed specifically for dogs.

I recommend using a mild ear cleaner (such as Otomax) at least once a week.

I recommend bathing only as necessary. Dogs that are being exhibited are often bathed as frequently as once a week. I recommend using a shampoo that contains melaleuca (tea tree) oil and aloe vera.

I do not recommend using cedar products of any type as some dogs are very sensitive to cedar oil.

I recommend using natural pyrethrins or permethrins for external parasite control, as needed. Flea products should only be used on the advice of your veterinarian, professional groomer, or your breeder.

I do not recommend most spot-on flea products unless they specify that they "repel" fleas—not just "kill" fleas. Products that "kill" fleas are absorbed into the dog's blood stream, and the flea must actually bite the dog to ingest the product.

I recommend tattooing and/or microchipping the dog for identification. I do not recommend using social security numbers, telephone numbers, or AKC registration numbers for tattoos. An experienced tattooist can recommend a numbering system for your use that will be shorter and individualized for each dog.