

# **KissMe Kennels**

## **Miniature American Shepherds**

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### **Sales Contract**

This contract is entered into between Judith Challinger (hereinafter SELLER) and **NAME** (hereinafter CO-OWNER).

This is to certify that the dog known as "**NAME**" a **COLOR GENDER** (hereinafter DOG) was sold on a co-ownership status to **NAME** on **DATE** for the total sum of **\$PRICE**, receipt of which is hereby acknowledged. The DOG is a purebred Miniature American Shepherd, born on **DOB**, sired by **SIRE** and out of **DAM**. A three-generation pedigree is provided to CO-OWNER. The AKC registration will include, as the first word of the DOG'S registered name, the AKC registered kennel name KISSME. DOG will live with CO-OWNER. CO-OWNER is solely responsible for all costs associated with DOG, including but not limited to all veterinary, show, and breeding costs.

SELLER warrants that the DOG is the progeny of breeding dogs examined and cleared free of eye defects, and x-rayed and cleared free of hip dysplasia. Copies of the certificates from the Orthopedic Foundation for Animals (OFA) for both sire and dam of the DOG are provided to CO-OWNER. A variety of genetic screening tests are done on breeding dogs and the written results of such are provided to CO-OWNER.

SELLER makes the following assertions at the time of CO-OWNER taking possession of the DOG:

1. The DOG is in good health, free of known contagious diseases and has had vaccination(s) and deworming required for its age at the time of this agreement.
2. The DOG'S eyes have been examined by a canine ophthalmologist, the written results of which examination are provided to CO-OWNER.
3. Between seven and eight weeks of age, the DOG had a physical examination performed by a qualified veterinarian. The results of said examination are orally provided to CO-OWNER.

CO-OWNER certifies, by signing this agreement, that the DOG will live with CO-OWNER, be confined by a secure, fenced yard, will have adequate exercise, will have plentiful human contact and affection, and will have nutritious food and necessary health care from a licensed veterinarian, including all puppy vaccinations and, thereafter, veterinarian recommended vaccinations. CO-OWNER also certifies, by signing this agreement, that he/she is not acting as an agent in this purchase; that CO-OWNER will not resell this puppy to a pet store, guard dog business or medical research facility.

SELLER guarantees the DOG against any debilitating inheritable/genetic defects (other than any disclosed by the veterinary examinations listed above) for twenty-six (26) months, including hip dysplasia. SELLER makes no guarantee regarding loss of the DOG because of accidental death, theft, sickness, etc., or any other loss beyond SELLER'S control, except as stated above. If the DOG develops any debilitating inheritable/genetic defect within twenty-six (26) months from the date of birth, CO-OWNER may return the DOG to SELLER for a replacement puppy of equal quality, selected by SELLER, if and when SELLER has the next

litter of puppies. SELLER reserves the right to have a second veterinarian of her choice evaluate the DOG'S condition before the warranty will be honored, except in the case of OFA evaluated hip x-rays. CO-OWNER may also elect to keep the DOG. Under no conditions and at no time during the life of the DOG will SELLER pay or assist in paying veterinary expenses after the DOG is purchased, including any such expenses directly or indirectly related to any inheritable/genetic defects.

DOG is being sold as having **Show/Breed** potential, which is defined as a puppy that has the potential to be shown and titled in the conformation ring and potentially could be used for breeding. CO-OWNER agrees to participate, and make every attempt to acquire a title for DOG, in some type of competitive activity, including but not limited to conformation, obedience, agility, or herding. Additional compensation in the form of breeding rights or a pick puppy may be required, as set forth below. SELLER does not guarantee that the DOG will attain a championship or title. SELLER does not guarantee that Show/Breed prospects will stay within size standards (i.e., 14" to 18" for males and 13" to 17" for females, at the withers when fully matured).

CO-OWNER agrees to abide by the following ten requirements concerning breeding:

1. **CO-OWNER agrees to work with SELLER to select appropriate mates and to get approval of SELLER for any potential breedings. CO-OWNER may not register the litter with AKC without signature of SELLER**
2. CO-OWNER agrees not to breed DOG until DOG is at least two years old. CO-OWNER agrees not to breed a female DOG more than once per year. CO-OWNER agrees not to breed a female DOG after she turns seven years old.
3. CO-OWNER agrees not to breed DOG unless DOG is free of disqualifying faults as determined by the breed standard.
4. CO-OWNER agrees to have the hips (OFA) and eyes (CERF) of the DOG examined and cleared by qualified veterinarians of CO-OWNER'S choice and at CO-OWNER'S expense prior to CO-OWNER breeding the DOG. OFA hip evaluation must be GOOD or better. Eye exams must be performed annually for as long as DOG is being bred.
5. CO-OWNER agrees to have DOG screened for the following genetic mutations, at CO-OWNER'S expense, prior to CO-OWNER breeding the DOG. DOG must be clear/normal for SELLER specified genetic mutations (list may change over time): MDR1, prcd-PRA, HSF-4, CEA/CH, and DM.
6. CO-OWNER agrees to provide SELLER with copies of the clearances for all of the above health screening tests.
7. If at any time during DOG'S life the hips or eyes of the DOG do not clear, or DOG does not pass one of the genetic screening tests, CO-OWNER agrees to not breed the DOG, to have the DOG neutered, and to immediately notify SELLER.
8. CO-OWNER further agrees to breed the DOG only to a mate that has had its hips and eyes examined and cleared by qualified veterinarians, is clear/normal for the appropriate genetic screening tests, and that is free of disqualifying faults as determined by the breed standard.
9. CO-OWNER agrees to breed responsibly, to utilize spay/neuter contracts for the majority of the puppies produced, and to require the same of the owners of any potential mates for DOG.
10. If DOG is used for breeding, CO-OWNER agrees to the following additional compensation due to SELLER:  
MALE DOG: SELLER may use DOG for breeding one litter per year for as long as DOG is intact. CO-OWNER agrees to make DOG available for breeding to SELLER, and SELLER agrees to provide transportation for DOG for the purposes of breeding.  
FEMALE DOG: SELLER is to receive a pick puppy from each litter DOG produces, to be selected when the puppies are 8 weeks old. SELLER will take second pick if CO-OWNER is also keeping a puppy. SELLER agrees to provide transportation for puppy.

CO-OWNER agrees that if ownership of DOG is to be transferred, the DOG will first be neutered at CO-OWNER's expense. CO-OWNER agrees to provide SELLER with a copy of the neuter certificate in this case.

**If CO-OWNER fails to meet any of the above ten requirements regarding breeding DOG, or fails to neuter DOG prior to transfer of ownership, CO-OWNER will be liable for a penalty payment of \$10,000, payable to SELLER.**

If, at any time in the life of the DOG, CO-OWNER is unable or unwilling to keep the DOG, CO-OWNER agrees to contact SELLER. If SELLER agrees to take the DOG back, CO-OWNER will return the DOG to SELLER. Any vet, travel, or shipping expenses are the responsibility of CO-OWNER. If SELLER is not in a position to take the DOG back, SELLER may assist CO-OWNER in finding a new home for the dog. If CO-OWNER finds a new home for the DOG, CO-OWNER agrees to provide SELLER with the name, address and phone number of the new owner. SELLER makes no guarantees regarding finding a new home for the DOG, but will make a best effort to assist CO-OWNER with finding a new home.

CO-OWNER understands that payment is due at the time CO-OWNER takes possession of the dog or, if being shipped, prior to shipping date. **Balance of purchase price is to be paid in cash or by cashiers check made payable to Judith Challinger.**

The Sales Contract is non-transferable. Should CO-OWNER relinquish ownership in the DOG, for any reason, the guarantees made in this Sales Contract shall be deemed null and void.

**Although there are no plans at present to stop breeding Miniature American Shepherds, the above guarantees are valid only so long as SELLER is breeding said dogs. Should SELLER cease breeding said dogs, for any reason, this Sales Contract will become null and void.**

In the event of a dispute, the state of California will have jurisdiction over the matter.

SELLER:

\_\_\_\_\_ Date \_\_\_\_\_

CO-OWNER:

**NAME**  
**ADDRESS**  
**PHONE ~ EMAIL**

\_\_\_\_\_ Date \_\_\_\_\_