

COMPANION CONTRACT



EMAIL: akitaland@aol.com

The undersigned (*Seller/Breeder*) hereby have sold the following Breed of Dog, for the amount of \$ _____

Akita

Gender: _____

Date Whelped: _____

AKC REG: _____

AGE: _____

Sold to the Buyer: _____

Buyer's Name (*Print*)

Buyer's Name (*Print*)

The title of ownership and the right to limited AKC registration on any dog sold under this contract agreement will remain at the Seller's (*Breeder*) discretion until said Akita has been spayed/neutered by a licensed veterinarian.

1. Section A (*Seller's Conditional Release and Guarantees*):

a. Provide proper inoculation/vaccinations (including DHLPP and Parvo) prior to the sale and placement of said Akita.

b. Said Akita will be healthy at the time of sale and upon arrival to the Buyer. This period will not exceed seventy-two (72) hours. Within this time period, the Buyer must have an accredited veterinarian examine said Akita. The Buyer must provide a copy of said Akita's written health examination results to the Seller, within seven (7) days from the time of the examination.

c. Seller guarantees that said Akita will be free of hip dysplasia, based on said Akita's parental OFA hip screening results of "*good*" or "*excellent*" ratings. If said Akita is found to be dysplastic at the age of two (2) years, the Buyer must submit written proof and hips X-Rays from either Texas A&M bone specialist (*canine radiologist*) or from the Orthopedic Foundation for Animals (*OFA*), to the Seller within fifteen (15) days from the date of the X-Rays. If found to be dysplastic, the Seller will replace said Akita with another one of equal quality (*from the first or second available litters, at the Seller's discretion*).

See Section C for replacement options available to the Buyer.

d. Seller guarantees that said Akita will be free of Progressive Retinal Atrophy (*PRA*) and genetic disorders, excluding thyroid, environmental and flea allergy disorders. The Seller reserves his/her right to obtaining a second opinion by having his/her own veterinarian examine said Akita.

2. Section B (*Deposits*):

a. Once pregnancy is confirmed, the Seller will accept **\$200.00** puppy deposit. The choosing of the puppies will be determined in the order deposits are received. The Seller reserves his/her right to pick show quality male or female puppy from all owned and co-owned litters.

b. If the Seller cannot provide the Buyer with a puppy (*i.e. Buyer reserved a female puppy but only males are born from that breeding*), the Buyer has the option to choose a puppy out of the next available litter. If the Buyer does not choose to wait until the next litter is born, the Seller will reimburse the Buyer his/her deposit in full.

3. Section C (Replacement): If said Akita does not meet the conditions stated Section A, the following replacement options may apply:

a. Buyer understands that the purchase price of said Akita is non-refundable.

b. Once the Seller (*Breeder*) receives proof of spaying/neutering of said Akita, the Buyer will be entitled to a replacement puppy of equal quality and from the next available (*first or second*) litters (*at the Breeder's discretion*). The Buyer may accept an older dog if available or a puppy from the opposite sex to said Akita being replaced. The replacement puppy will be placed under the same terms and conditions of the pet companion quality puppy contract, reflected by an addendum to the original pet companion quality puppy contract. *All parties involved must sign this addendum.*

c. If the Buyers prefers to place said Akita (*after spaying/neutering and written proof have been received by the Breeder*) in a good loving home. The Buyer must provide the Seller with the new owner's full name, drivers license number, home address and telephone number.

4. Section D (Incentives - Promoting Puppy Socialization and Puppy Bonding):

a. The Seller will reimburse the Buyer (*\$50.00*) dollars upon receipt of written proof from a licensed veterinarian, of said Akita's spaying/neutering.

b. The Seller will reimburse the Buyer (*\$50.00*) dollars upon receipt of written proof of said Akita's certificate of completion of Basic Obedience Training. This method of training is highly encouraged as it promotes puppy socialization and helps create special bonding between the puppy and his/her owners.

c. The Seller will reimburse the Buyer an additional (*\$35.00*) dollars upon receipt of written proof of said Akita's Obedience Title. Total reimbursement to the Buyer will be (*\$85.00*) if options (*b*) and (*c*) are achieved.

d. The Seller will reimburse the Buyer (*\$70.00*) dollars upon receipt of written proof of said Akita's Agility Title.

e. The Seller will reimburse the Buyer (*\$40.00*) dollars upon receipt of written proof of said Akita's completion of Kinder Garden Puppy Training.

5. Section E (Change of Title of Ownership):

a. If the Buyer decides to change said Akita's title of ownership, the Seller will be given first right of refusal with no cost to the Seller. If the Buyer decides to place said Akita in a good loving home, the Buyer must provide the Seller with the new owners' full name, drivers license number, complete mailing address and telephone number. No change of title of ownership will be tolerated unless said Akita has been spayed/neutered and the new owner's information have been received by the Seller (*Breeder*).

b. The Buyer is responsible and liable for all shipping costs.

6. Section F (Buyer's Agreements, Terms and Conditions):

a. In the event an accidental breeding occurs, no progeny of said Akita will be sold, given or transferred to pet shops (*in litter lots or individually*), shelters, dog attack trainers or to commercial distributors, puppy mills, or guard dog businesses. The Seller will be immediately released from any guarantees and responsibilities to said Akita.

b. The Buyer agrees not to have said Akita:

1. Used as a guard dog for any business
2. Chained in any way
3. Attack trained

4. Used for dog fights

c. The Buyer understands that said Akita will become a large and powerful dog. Due to said Akita's size and strength the Buyer must use caution with this dog when introduced to strangers, especially around children. The Buyer commits to have said Akita *socialized (i.e. kinder garden puppy training, basic obedience, etc, etc,)* at an early age (*starting at four (4) months of age*). The Buyer understands that he/she must teach children and other adults not to tease (*take food, toys, bones, etc, etc away from said Akita*) said Akita. When children are present, the Buyer will ensure that children are under adult supervision AT ALL TIMES the children and said Akita are together.

d. The Buyer binds him/herself to take good and reasonable care of said Akita by following the Seller's (*Breeder's*) feeding recommendations and veterinarian inoculations (*must provide veterinarian care throughout said Akita's life*).

e. The Buyer agrees to house and control said Akita (*on lead when off premises*) at all times. Buyer agrees to keep said Akita within a secure fenced in yard (*no less than six (6') feet of height*) with plenty of shade and clean water, a large insulated doghouse or doggy igloo, or in a large dog run (*measuring no less than 13'L x 7'W x 6'H*) built within the fenced in yard. This dog run must be built (*bottom of chain link reinforced with at least 2' of heavy duty chicken wire or equivalent*) with a cover and in such manner to prevent said Akita from escaping and to also provide protection (*at all times*) to said Akita against the elements.

f. The Buyer will not raise said Akita on tile floors or equivalent, understanding that this type of floors have been proven to be detrimental to puppies skeletal development during the rapid growth puppy stages from eight (8) weeks up to eighteen (18) months of age. The Buyer will not allow said Akita to horse play, jump off high surfaces and not to rough play with older dogs during said Akita's skeletal development and rapid growth stage (*8 weeks to 18 months of age*).

g. At no time will said Akita be chained, nor allowed to run loose and off lead outside a secured fenced yard or dog (*kennel*) run.

h. The Buyer will use the kennel name **SUMMIT** as the first part of said Akita's AKC registered name. The Buyer also agrees to abide by the Akita Club of America (ACA) Code of Ethics (*see attached copy*).

i. The Buyer agrees to notify the Seller of change of home address, work and home phone numbers within seven (7) days of the change-taking place.

j. Any violation to any of the terms and conditions stated on this contract will be subject to legal action and the Buyer will be responsible for all court costs incurred. Further more, the Seller (*Breeder*) reserves his/her right to repossess said Akita and no refund will be due to the Buyer.

CONTRACT AMENDMENT - Any changes or additional terms to this Sales Contract must be made by an addendum and signed by all parties involved.

LAW TO APPLY - Both parties (*Seller and Buyer*) agree that the law jurisdiction for this Sales Contract will remain in Kankakee County, Illinois. The Buyer will be responsible for all **attorneys', legal fees** and court costs incurred while enforcing this contract.

SELLER - BREEDER

Mr. and Mrs. James and Cecilia Carmean
**9723 11000N Rd,
Grant Park, IL 60940**

BUYER

Name: _____
Address: _____
Driver's License: _____ **St** _____
Phone: _____
Work Phone: _____
Email: _____

SIGNATURE/DATE

SIGNATURE/DATE

