



COMPANION QUALITY PUPPY
SALES CONTRACT

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

Breed: Akita
Gender: _____
Date Whelped: _____
AKC REG: _____
AGE: _____
Sold to the Buyer: _____
(Full 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 passing 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 a future available litter. Availability of a litter will be determined at the Seller's (Breeder) discretion and honored within 2 years from the date hip dysplasia is confirmed. Replacement options in SECTION C of this sales contract will apply.

(Seller's initials) Buyer's initials)

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

2. Section B (Puppy Deposits):

a. Once pregnancy is confirmed, the Seller will accept \$250.00 puppy deposit. The choosing of the puppies will be determined in the order puppy applications are approved. The Seller (Breeder) reserves his/her right to pick show quality male or female puppy from all owned, co-owned or leased 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:

_____ (initials) a. Buyer understands that the purchase price of said Akita is non-refundable.

_____ (initials) b. Once the Seller (Breeder) has received proof of spaying/neutering of said Akita, the Buyer will be entitled to a replacement puppy of equal quality from a future available litter, within 2 years from the date said Akita is confirmed dysplastic. 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 sales contract. All parties involved must sign this addendum.

_____ (initials) 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 spay/neuter procedure.

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. An additional (\$35.00) dollars will be reimbursed by the Seller, upon receipt of written proof of said Akita's Obedience Title.
Total reimbursement to the Buyer will not exceed (\$85.00) and once 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):

_____ initials) a. If the Buyer decides to change said Akita's title of ownership the Seller will be afforded first right of Refusal at no cost.

_____ (initials) b. 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).

_____ (initials) c. The Buyer is responsible and liable for all shipping costs of said Akita.

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

_____ (initials) 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 business. Violation to any of the terms stated in this contract will result in this contract being null/void immediately, and the Seller will be released and held harmless from all liabilities, legal actions and responsibilities to said Akita.

_____ (initials) 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

_____ (initials) 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.

_____ (initials) d. 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.

_____ (initials) e. Due to the agile, strength, size and versatile nature of said Akita, the Buyer will ensure that said Akita is placed in a secured large crate, or secured out door dog run/kennel while children are present. Buyer will also ensure that children are under adult supervision AT ALL TIMES.

_____ (initials) f. 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).

_____ (initials) g. The Buyer agrees to house and control said Akita (on lead when off premises) at all times.

_____ (initials) h. The Buyer understands that he/she is solely responsible for said Akita and to indemnify and hold harmless the Seller(s) (Cecilia and James Carmean - Summit Akitas) from any and all claims of liability/legal actions for the conduct of said Akita effective immediately on/and after the date of this contract.

_____ (initials) i. The Buyer agrees to keep said Akita within a secure fenced in yard (measuring not less than six (6') feet in height) and always provide plenty of shade and clean water, a large insulated dog house or large doggy igloo, or a large secured dog run (measuring not 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 top cover and in such manner to prevent said Akita from escaping and also provide protection (at all times) of said Akita against the elements.

_____ (initials) j. The Buyer will not raise said Akita on tile floors or equivalent, understanding that these type of floors have 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).

_____ (initials) k. The Buyer agrees to not have said Akita chained, nor allowed to run loose or off lead outside said Akita's secured fenced in yard or dog (kennel) run.

_____ (initials) l. 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.

_____ (initials) m. 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.

_____ (initials) n. Violation to any of the terms and conditions stated on this contract is considered a breach of contract and 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 AMENDEMENT - 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

Name: Mr./Mrs. James and Cecilia Carmean
Signature: _____
Address: _____
TEL#: _____
EMAIL: _____

BUYER

Name: _____
Signature: _____
Address: _____
TEL# (Home/Cell &
Work): _____

Driver's License# and STATE:

EMAIL: _____

