

CONTRACT FOR THE SALE OF CANINE

**ARTICLE 1. RECITALS**

**A. Nature of Contract and Names of Parties**

This is an agreement for the sale of an Alaskan Malamute puppy between Candy rock Kennels, INC (Seller), of 13701 Andress Road, Berlin Heights, OH 44814, and \_\_\_\_\_(buyer) on the following date: \_\_\_\_\_.

**B. Governing Law**

The parties specifically intend that the provisions of the Ohio Revised Code Annotated, Sections 1302.01 to 1302.98 inclusive, will control all aspects of this agreement and its interpretation and that all the definitions contained in those statutes will be applicable to this contract, except when this contract expressly provides otherwise.

**C. Integrated Agreement**

The terms of this contract are intended by the parties as a final expression of their agreement with respect to the terms and also as a complete and exclusive statement of the terms.

**ARTICLE 2. DESCRIPTION OF CANINE**

**A. Description of Canine**

Check the box next to the canine that is the subject of this agreement:

Alaskan Malamute Puppy

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Reg#: \_\_\_\_\_ Reg#: \_\_\_\_\_

Litter Number: \_\_\_\_\_ DOB: \_\_\_\_\_

Microchip Number: \_\_\_\_\_

**B. Canine’s Immunization Record**

Current shot records for the aforementioned canine are attached as Exhibit A and made a part of this contract.

**C. Quantity**

This contract is for the purchase of the one canine described above. If an additional canine is to be purchased, an additional contract must be completed by both the Buyer and the Seller.

**D. Registration**

All Alaskan Malamute puppies are sold with Limited Registration. Seller has the right to issue AKC paperwork to Buyer only after Buyer has furnished Seller with written proof, signed by a licensed veterinarian, that the canine was spayed or neutered within six (6) months of the date of this Agreement. If found that the puppy was bred through any other club or registration and Candy rock will enforce a 5,000.00 fine plus court cost and will forfeit all ownership of said dog back to Candy rock Kennel. Any shipping cost will that are buyer as well.

**ARTICLE 3: RIGHT OF FIRST REFUSAL**

Buyer promises neither to give, sell, transfer or otherwise dispose of the canine without first contacting Kathy Eichenlaub at Candy rock Kennel. In the event that puppy/dog has to be re-homed for any reason owner is to contact the kennel and give seller first option to take

the puppy/dog back. In the event that the puppy/dog has to be re-homed, it is the buyer's responsibility to pay for any cost for return the puppy/dog to Candy Rock. Any puppy/dog that is re-homed without seller's approval will forfeit any rights to puppy/dog. If this puppy/dog is found to have been re-homed without permission or without being altered the buyer is responsible for any cost that would occur for spay/neuter, shipping, boarding, and any vet care when returned. Buyer must also forfeit any papers at this time. AKC papers are to be signed, shot records are to be present and up to date. Buyer will also pay any court cost that may occur if an attorney is needed to retrieve any of the above. Candy Rock Kennel will at no time refund any money for any puppy/dog that is returned after 30 days.

#### **ARTICLE 4: CARE OF CANINE**

Buyer promises NOT to "chain up" the canine for extended periods of time, nor in any other way mistreat or abuse the canine.

Buyer understands that any and all information Seller receives regarding inappropriate care of the canine will be swiftly dealt with as follows: Seller will immediately contact the local Police Department and Humane Society and urge both organizations to investigate Buyer's care of the canine. Buyer agrees that title to the canine shall immediately vest in the Seller if and/or when the Humane Society takes possession of the canine.

In the event that Buyer abandons the canine, Buyer agrees that title shall immediately vest in the Seller and the Seller may, with police accompaniment if necessary, take immediate possession of the canine. For purposes of this document, abandonment occurs when Buyer moves out of his or her current residence and leaves the canine behind with no person to care for it.

In the event that title vests in Seller as a result of either of the preceding two paragraphs, Buyer agrees that he or she shall have no remedy, whether in law or equity, to recover title or possession in the canine or to recover damages.

#### **ARTICLE 5: SELLER'S WARRANTIES**

Alaskan Malamute

Seller expressly warrants that the canine will be sound and healthy for a period of three (3) business days from the date of this Agreement. This warranty applies to all defects diagnosed by a licensed veterinarian that do not rise to the level of a genetic defect, yet are still disabling to the canine. Candy Rock Kennel does not consider that a male that doesn't have two testicles descended as being a genetic defect. Examples of such defects include heart murmurs and/or neurological damage.

Seller expressly warrants that the canine will be free from genetic defects for a period of twenty-four (24) months from the date of birth (DOB). For purposes of this agreement, genetic defects shall be defined to include only those genetic defects that, in the opinion of a licensed veterinarian, cause permanent damage to the health of the dog. The Genetic defects that are covered by contract are as followed. Hip Dysphasia, Chondroplasia (dwarfism), Hemeralopia (day blindness) and Hemolytic Anemia.

In order for Buyer to maintain his or her rights with respect to the preceding two warranties, BUYER MUST TAKE THE CANINE TO A LICENSED VETERINARIAN FOR A MEDICAL EXAMINATION AND FURNISH SELLER WITH A COPY OF THE REPORT OF SUCH EXAMINATION BOTH WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS AGREEMENT.

If at that time the canine is found to have any defect, Buyer must furnish to Seller documentation from the veterinarian within three (3) business days of this Agreement and MUST PERMANENTLY RETURN THE DEFECTIVE CANINE to Seller within ten (10) business days of the diagnosis in order to be refunded his or her purchase price or be tendered a replacement canine of equal or lesser value. If the canine is found to be healthy at the aforementioned examination, but later develops a genetic defect within the twenty-four (24) month time period, Buyer is entitled to a refund of his or her purchase price or a replacement canine of equal or lesser value if Buyer furnishes to Seller documentation from a licensed veterinarian within three (3) business days of the diagnosis and IF THE DEFECTIVE CANINE IS PERMANENTLY RETURNED to Seller within ten (10) business days of the diagnosis. If, after the finding of a later genetic defect, Buyer does not feel comfortable returning the canine, documentation from a licensed veterinarian within three (3) business days of the diagnosis and if Buyer meets with a licensed veterinarian in order to develop a strategy for the care of the defective canine. If the canine should unexpectedly die within the twenty-four (24) month time period, Buyer must furnish a copy of the death certificate, signed by a licensed veterinarian, to Seller within three (3) business days of the canine's death. Before issuing a refund or replacement canine, Buyer agrees that Seller may order a necropsy done at Buyer's expense in order to determine the cause of death. If that cause of death is a genetic defect, Seller agrees to honor the warranty as described in the terms of this Article 5.

In addition to the aforementioned requirements, in order to exercise warranty rights for the genetic defect of Hip Dysphasia, a licensed veterinarian must find that the defect rises to the level of Grade 4 and that diagnosis must be supported by an x-ray certified by the Orthopedic Foundation for Animals, Inc.

The refund or replacement mentioned in this warranty provision is the only consideration available to a Buyer who purchases a canine

with a defect. At no time will Seller be liable or responsible for medicines, vaccinations, veterinary bills, or other medical bills not already incurred upon tender of the canine to Buyer or to the carrier responsible for shipment.

Buyer understands and agrees that the aforementioned guarantees are the only guarantees of the health of the canine made by Seller. The long term health of the canine is the sole responsibility of Buyer and includes regular vaccinations, proper nutrition, exercise, care, and visits to the veterinarian. Accordingly, Seller is only responsible in accordance with the above warranty provisions for defects that are diagnosed by a licensed veterinarian and timely reported to Seller in accordance with this Article 5.

## **ARTICLE 6. DISCLAIMERS OF WARRANTIES**

### **A. Limitation on Express Warranty**

Buyer's rights under the express warranty provisions contained in article 5 of this agreement are only enforceable if buyer strictly complies with all of the terms of article 5. For that reason, all of the limiting provisions of article 5's express warranty are hereby incorporated by reference into this disclaimer. In addition to the language in article 5, the following disclaimers shall also apply:

No warranty compensation will be paid to or exchanged with buyer unless evidence of a defect is proved by the written, signed record of a licensed veterinarian and such record is timely received by seller in accordance with article 5.

Seller expressly reserves the right to withhold warranty payments or exchanges until the terms of article 8 of this agreement are properly complied with.

Buyer must provide to seller written proof, signed by a licensed veterinarian, that the canine was spayed or neutered within six (6) months of the date of this agreement. If seller does not timely receive such documentation, the article 5 express warranty provisions immediately become null and void.

Buyer agrees that the article 5 express warranty provisions are non-transferable and non-assignable.

### **B. Implied Warranty of Merchantability**

Seller disclaims any warranty of merchantability with respect to the canine being sold.

### **C. Implied Warranty of Fitness**

Seller disclaims any warranty of fitness for any particular purposes with respect to the canine being sold.

## **ARTICLE 7. PRICE, PAYMENT AND DELIVERY**

The price for the canine that is the subject matter of this contract is \$ \_\_\_\_\_.

If Buyer is picking up the canine from the Seller's location, Buyer agrees to tender the full purchase price at the time the canine is picked up. If Seller is shipping the canine, Buyer agrees to pay to Seller the full purchase price at least two weeks before the anticipated shipment date. Seller reserves the right to withhold shipment until the purchase price is paid in full. Buyer agrees that he or she bears the risk of loss during shipment.

## **ARTICLE 8. COMMUNICATION**

All correspondence regarding the canine, including correspondence from Buyer's veterinarian, must include the canine's microchip number.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

All references to the word canine in this document refer to both Alaskan Malamute puppies sold by Candy rock Kennels according to the All references to Seller in this document refer to Candy rock Kennels, its successors and assigns. Candy rock Kennel does not cover medical expenses for any puppy that contacts Parvo, Coccidia or Gardia.

**Signatures:**

**Buyer:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Buyer's Contact Information:**

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Address:: \_\_\_\_\_

Email: \_\_\_\_\_

**Seller:**

Candy rock Kennels, INC.  
13701 Andress Road  
Berlin Heights, OH 44814

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Presiding Attorney - Jeff Laycock  
54 East Main Street  
Norwalk, OH 44857  
419-668-4896

Dear Puppy Buyer,

I highly recommend NuVet Plus. More than a million dogs and cats are using NuVet to protect against most ailments (from back yard pesticides, pet food allergies and hormones, toxic formaldehyde in furniture and carpeting, ailments transmitted from dog parks and the vet's office, etc), while maintaining a beautiful skin and coat. This is not just a vitamin. It's an immune system builder with a precise balance of vitamins, minerals, omega fatty acids, amino acids and high-potency antioxidants. That's why it works so well through all three stages of a dog's life.

For younger dogs (under 2 years old), it strengthens their immune system, while building and strengthening the cardiovascular, skeletal and nerve systems. For dogs in their prime (age 2-8), it improves the luster of their skin and coat while protecting against allergies, skin and coat problems, staining from tears, digestive problems, etc.

For older dogs (over 8 years old), it helps reduce and eliminate arthritis, tumors, premature aging, cataracts, heart conditions, diabetes and many types of cancer, while extending the life and improving the vitality of many dogs. We highly recommend NuVet Plus to keep your pet on the path to perfect health! It's not available in stores, and is only available to the general public with an order code from an authorized pet professional.

For your convenience, you may order directly from the manufacturer (at up to 50% off what most veterinarians charge) by calling 800-474-7044 and using Order Code: 31781 or ordering online at [www.nuvet.com/31781](http://www.nuvet.com/31781).

By using autoship you can save an additional 15%.

To the long life and health of your puppy!

Kathy Eichenlaub  
Candy Rock Kennels