

## Rhalvek European Great Danes – Pet Contract



**ALL PUPPIES/ ADOPTEES ARE SOLD ON CONTRACT. WE OFFER PET CONTRACTS, WE MAY CONSIDER FULL REGISTRATION ON STRICT CONTRACT AS WELL, WE DO NOT TAKE THIS LIGHTLY AS WE FEEL WE ARE RESPONSIBLE FOR ALL PUPPIES PRODUCED BY OUR LINES, ONLY AFTER EXTENSIVE RESEARCH, REFERENCES PROVIDED, AND DETERMINED BY MUTUAL AGREEMENT BETWEEN BUYER AND BREEDER/ SELLER.**

Please read the health guarantee and contract prior to placing a deposit on your “pick puppy”. By putting a deposit down on a puppy, you are agreeing to the terms and conditions within this contract.

We require a \$\_\_\_\_\_ deposit (paid through Venmo or other discussed payment methods) in order to hold the puppy of your choice according to where you are on the waitlist. This deposit is non-refundable. In the event bitch doesn't take or something should happen to buyers “pick puppy” the buyer is able to choose between transferring said deposit to another **available** puppy or another litter. The total cost of our puppies is \$\_\_\_\_\_, which is to be paid in full when puppy “pick” is made, unless other arrangements have been made well in advance. On delivery day we want the sole focus to be you meeting your precious angel.

Buyer Initial:\_\_\_\_\_

This agreement is between:

Christine N. Smith of Rhalvek European Great Danes

Deer Park, WA

(509) 919-7552

Rhalvekeuropeandanes@gmail.com

(Hereinafter referred to as "Seller/ Breeder")

And

Name(s):

Address:

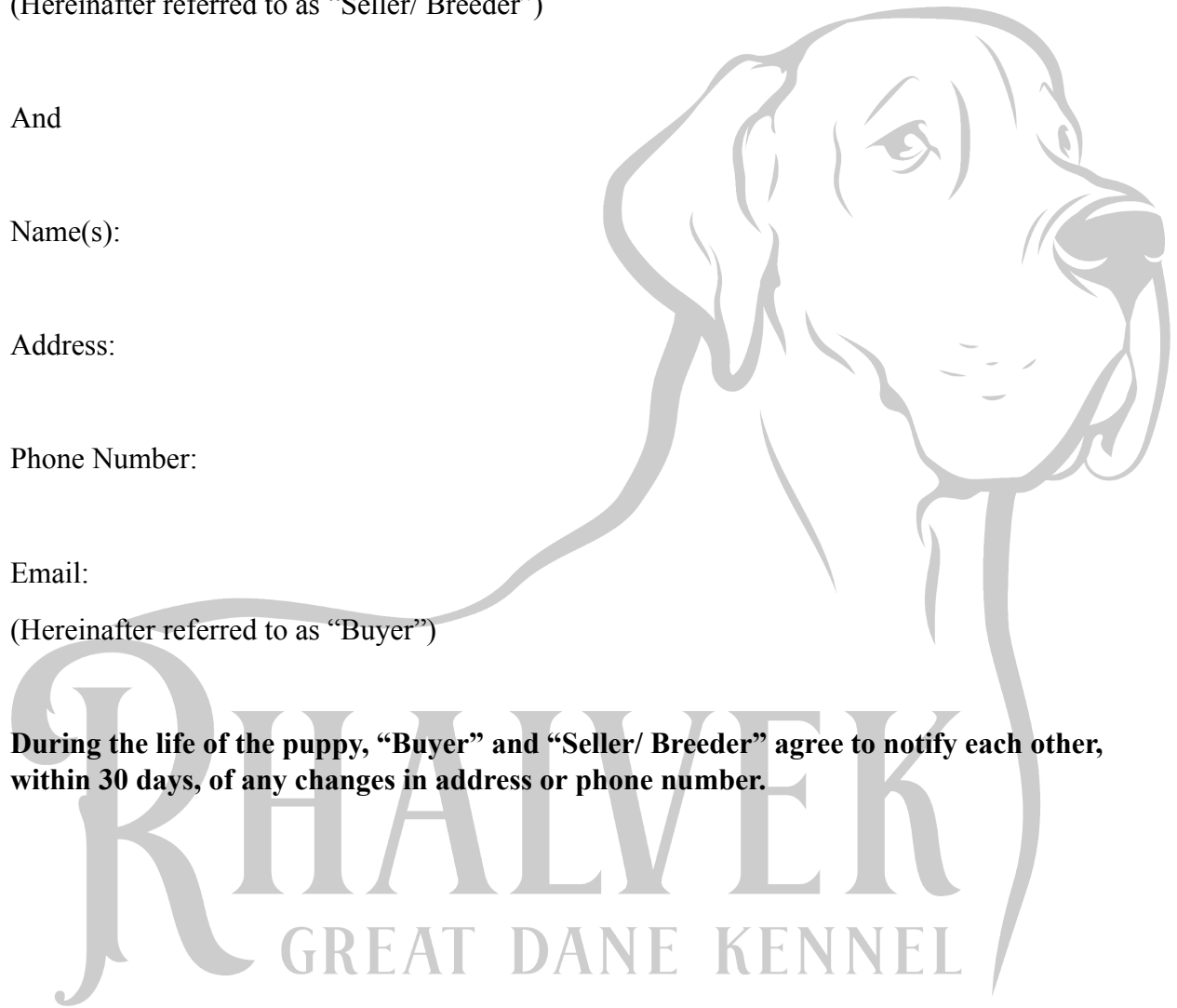
Phone Number:

Email:

(Hereinafter referred to as "Buyer")

**During the life of the puppy, "Buyer" and "Seller/ Breeder" agree to notify each other, within 30 days, of any changes in address or phone number.**

Buyer Initial: \_\_\_\_\_



**DESCRIPTION OF PUPPY/ ADULT (ADOPTEE)**

The puppy/ adoptee sold pursuant to the terms of this agreement is as follows:

Breed: Great Dane

Color: \_\_\_\_\_

Sex: \_\_\_\_\_

Whelp Date: \_\_\_\_\_

AKC Registration Number: \_\_\_\_\_

Identification Name of Puppy: \_\_\_\_\_

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

AKC Registration Number: \_\_\_\_\_

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

AKC Registration Number: \_\_\_\_\_

**Additional contact information in the event that contact cannot be made at primary address:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

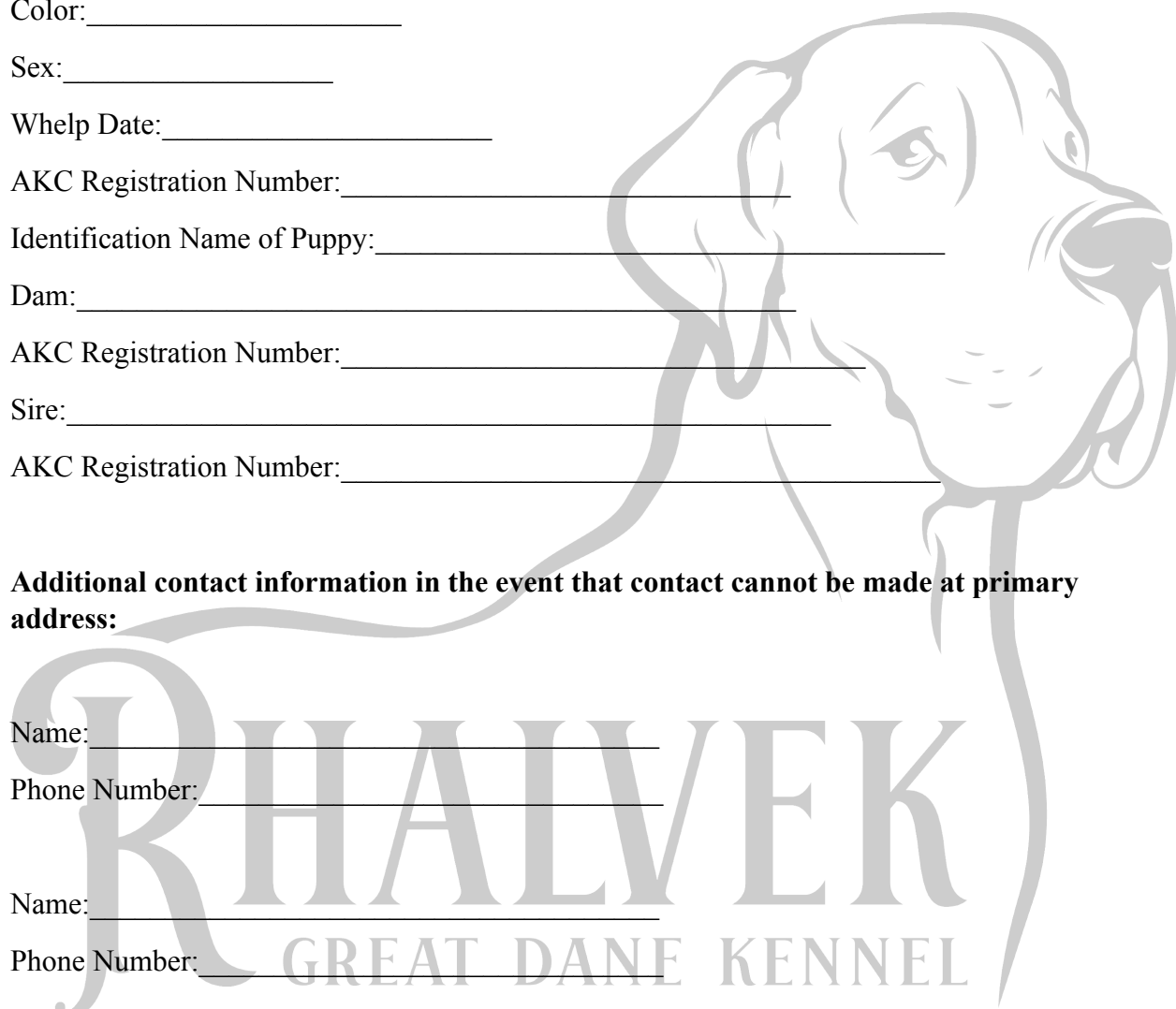
Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Buyer Initial: \_\_\_\_\_



It is agreed between the “Seller/ Breeder” and “Buyer” as follows:

### 1. Seller’s Representations

- a) As of this agreement, Puppy is in good health and free of communicable diseases.
- b) The “Buyer” has 48 hours in which to have Puppy examined by a licensed veterinarian which must be provided to breeder within 10 days after purchase for the health guarantee to be honored. “Buyer” may return the puppy (and all paperwork) to “Seller/ Breeder” for a full refund **FOR HEALTH ISSUES** within this period (48 hours) providing the “Buyer” agrees to pay all return transportation costs to “Seller/ Breeder”. “Seller/ Breeder” is at no point responsible for veterinarian fees, costs, or diagnosis after “Buyer” has taken possession of Puppy. Full refund will not be granted if the puppy has been injured or neglected. A licensed veterinarian must provide a written statement deeming the puppy “unhealthy for purchase”.

### 2. Buyer’s Representations

- a) “Buyer” is completely satisfied with and waives any and all claims regarding the Puppy’s conformation and outward appearance, and agrees that Puppy meets the breed standards at this age.
- b) “Buyer” agrees upon purchase that Puppy will not be registered with any other registries besides the American Kennel Club (AKC) without written permission from “Seller/ Breeder”. If a Rhalvek Great Dane is found registered to a different registry (UKC, CKC, etc.) without breeders written permission, the “Buyer” will immediately return said puppy to the “Seller/ Breeder” and pay fines as listed in Section 9 of this contract.
- c) “Buyer” agrees to update “Seller/ Breeder” at least every six months, from the date Puppy was delivered/ picked up, on condition of Puppy and is to include a current, clear picture and video of Puppy. Updates may be sent via text message or email, to the above listed email address/ phone number. Pictures and videos are always welcomed/ encouraged more frequently than every six months.

Buyer Initial: \_\_\_\_\_

### 3. Consideration

- a) Puppy/ Adoptee identified in this contract is being sold for the sum of \$ \_\_\_\_\_ under Section 4, and was paid in full before the puppy was removed from the litter or current home (applies for adoptees).

### 4. Stipulation – Pet Purchase

- a) “Buyer” understands that Puppy has been sold with limited American Kennel Club (AKC) registration. Limited registration precludes “Buyer” from showing Puppy in conformation shows and from registering any litters produced or sired by Puppy. Said limited registration entitles “Buyer” to register Puppy with AKC and compete in all sanctioned events (Obedience, Agility, Fly Ball, etc.) other than conformation shows.
- b) “Buyer” agrees to take all measures necessary to ensure that Puppy is not bred and does not have the opportunity to sire or deliver any litters.
- c) “Buyer” agrees that Puppy will be spayed or neutered and proof of same the with be provided to “Seller/ Breeder” by the age of 24 months. I encourage any pet puppy buyers who would like me to take a second look at the puppy, to bring him/her to me (at “Buyers” expense) at 6-12 months for a re-evaluation. At that point if the dog is determined to be “show potential” and the “Buyer” agrees to abide by the Show Purchase Agreement, pay the difference between show and pet price, the registration will be changed to “full” registration. It is the current recommendation by the Great Dane Club of America to **NOT** spay/ neuter puppies prior to 12 months of age. It is my recommendation “Buyer” spays/ neuters between 18-24 months unless behavior issues arise (must be discussed with “Seller/ Breeder”).

### 5. Health

Buyer Initial: \_\_\_\_\_

- a) "Seller/ Breeder" agrees that Puppy is in good health and has received appropriate medical care. "Seller/ Breeder" will provide "Buyer" with information detailing treatment the puppy has received under "Seller/ Breeders" care, and future care "Seller/ Breeder" feels essential to Puppy's well-being.
- b) "Buyer" agrees that "Seller/ Breeder" shall not be held responsible for the development of any non-genetically derived disqualifying faults, diseases, or disorders.
- c) Should Puppy be diagnosed with a genetically derived medical disorder\* before the age of one that is crippling or fatal in nature and which is attested to by **TWO UNASSOCIATED** veterinarians, "Seller/ Breeder" will, upon provision of veterinary reports and, where applicable, OFA report, provide "Buyer" with a replacement puppy of equal quality as soon as one become available. No refunds of monies will be made. If "Buyer" deems it necessary to return the original puppy, "Buyer" is responsible for all shipping/ return costs and delivery/ pick-up costs of the replacement puppy. This guarantee is extended to only the original "Buyer(s)" listed on this contract.

\*Specifically covered disorders: Juvenile Cataracts, Microphthalmia, Retinal Dysplasia or other congenital blindness, Megaesophagus, Mitral Valve Defect (same), Epilepsy (same).

## 6. Temperament

- a) "Seller/ Breeder" has made every effort to produce a litter that will excel in temperament. However, once the Puppy leaves "Seller/ Breeders" possession, its temperament and behavior are determined by the care and training given by the "Buyer".
- b) "Buyer" understands that "Seller/ Breeder" strongly urges "Buyer" to put Puppy through a puppy/ basic obedience course at the very least. This is to ensure that puppy will have proper socialization and under voice control to provide Puppy with the best opportunities.
- c) "Seller/ Breeder" shall in no way be held responsible for acts of Puppy at any point after "Buyer" takes possession.

Buyer Initial: \_\_\_\_\_

- d) “Buyer” agrees that the temperament and disposition of Puppy are acceptable at the time of purchase. “Buyer” has been made aware that eventual behavior, acts, and temperament of the Puppy are solely the responsibility of the “Buyer”.

## 7. Maintenance

- a) “Buyer” agrees to maintain Puppy in a healthy, clean and safe environment.
- b) “Buyer” understands that HOD, Panosteitis, etc. are not covered in any way under this contract.
- c) “Buyer” agrees to place Puppy on Heartworm/ Flea prevention if recommended by veterinarian for the life of the Puppy.
- d) “Buyer” agrees to utilize a regular flea and tick prevention product as needed to keep Puppy free and clear of fleas.
- e) “Buyer” agrees to NOT start Agility (jumpers), roadwork, treadmill, or other strenuous physical training of Puppy until it has reached a minimum of 24 months of age, and to maintain a light schedule until 24 months. “Buyer” acknowledges that failure to meet this requirement will invalidate Section 5 of this contract and is an invitation to related problems such as arthritis and joint problems.
- f) “Buyer” agrees that Puppy is not to be left in a backyard or kennel on either permanent or semi-permanent basis, or tied/ chained out at any time, and is to sleep and spend the majority of its day in the home with the family members. Puppy is to be provided with a padded bed and is not to be forced to sleep on hard surfaces (wood, concrete, tile, crate after potty training, etc.). Puppy is sold with the understanding that it was to go to carefully selected parties and the “Buyer” AVOWS that Puppy shall become a member of the family.
- g) “Buyer” further acknowledges responsibility for any and all appropriate medical care that is necessary for maintaining the health and welfare of Puppy throughout the life of the dog.

## 8. Miscellaneous

Buyer Initial: \_\_\_\_\_

- a) If it is reported and confirmed that Puppy is being abused or neglected by “Buyer”, rights and ownership of Puppy will automatically terminate and revert back to “Seller/ Breeder” who may immediately assume possession. “Buyer” agrees “Seller/ Breeder” has the right to **REPOSSESS PUPPY UPON EVIDENCE OF NEGLECT AND/OR ABUSE** and that “Buyer” will be responsible for “Seller/ Breeders” fees and costs involved repossession, including any necessary related veterinary bills. “Buyer” gives permission to “Seller/ Breeder” to enter property and take possession of Puppy upon evidence of neglect, abuse, or evidence of breach of contract. Should “Buyer” refuse return of Puppy to “Seller”, the “Seller/ Breeder” may resort to the Law Enforcement Officer(s) to take possession of the puppy.
- b) If at any time, circumstances are such that “Buyer” cannot keep Puppy after the first 48 hours, “Buyer” must return Puppy (and all AKC registration papers) to “Seller/ Breeder” at “Buyers” expense. No refund of monies will be made.
- c) “Buyer” will not sell, give or otherwise transfer Puppy/ Adoptee. Under NO circumstances shall Puppy be taken to an animal shelter, humane society, or released to a Rescue group.

## **9. Liquidated Damages**

- a) The Parties agree that it is difficult to accurately calculate actual damages for breach of contract, “Buyer” shall pay “Seller/ Breeder” Two Thousand Dollars (\$2,000) in damages in addition to the return of Puppy/ Adoptee plus any legal fees and costs associated in the enforcement of this agreement. If any “Get” are produced, either by stud or delivery, by Puppy, without “Seller/ Breeders” permission and/or knowledge, “Buyer” agrees to pay “Seller/ Breeder” damages in the amount of Two Thousand Dollars (\$2,000) per live puppy produced and further that any and all puppies from said breeding will be released only with a spay/ neuter contract with limited registration. “Buyer” will also supply “Seller/ Breeder” with a list of all names, addresses, and phone numbers of purchases of

Buyer Initial: \_\_\_\_\_



said "Get". The parties agree that this amount of liquidated damages is reasonable and not punitive in any respect.

- b) Both parties recognize Deer Park in Stevens County, Washington as the place where this agreement was entered into, and acknowledge the courts in Stevens County, Washington as the court of jurisdiction should any disputes arise from this agreement. Furthermore, this contract is to be interpreted by the laws of the State of Washington. If any provision of this document is invalid or unenforced under applicable law, this document shall be ineffective to the extent of such invalidity only, without affecting the remaining portion.

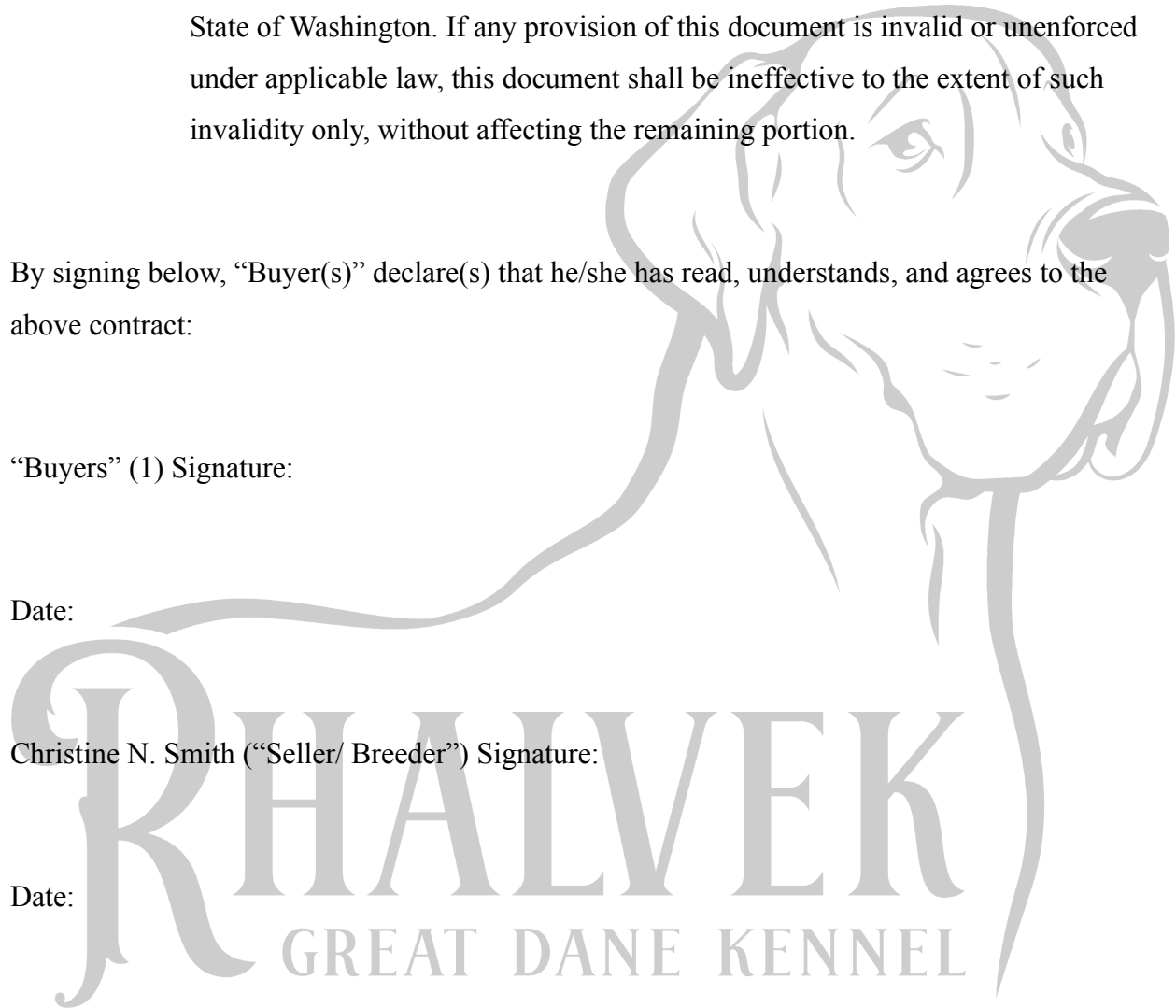
By signing below, "Buyer(s)" declare(s) that he/she has read, understands, and agrees to the above contract:

"Buyers" (1) Signature:

Date:

Christine N. Smith ("Seller/ Breeder") Signature:

Date:



Buyer Initial: \_\_\_\_\_