

Luvakis Rhodesian Ridgebacks

Dog Sales Contract - Summary

This Summary summarizes the Dog Sales Contract attached. It is not intended as a replacement for reading the contract, but as a guide to what is admittedly a long document.

- Sections 1 - 4 describe the Dog and the parties to the contract, the Buyer and Seller.
- Section 5 describes the intent of the parties to conform to the RRCUS Code of Ethics
- Sections 6, 7, and 8 describe the parties' agreements with respect to coownership, breeding rights, and intentions to show in conformation. More details on each of these are expressed in Addenda A, B, and C respectively, if necessary.
- Section 9 describes the warranties offered by the seller with respect to the initial health of the Dog, accuracy of the pedigree, congenital defects, and aggression.
- Section 10 describes how the Dog will be treated.
 - The Dog should be kept as a house pet, and given adequate humane and veterinary care.
 - It should be adequately trained so as to make it a good pet.
 - It should be spayed or neutered, unless it is a show dog.
 - It should be given a series of screenings for important health issues.
 - If the Buyer cannot keep the Dog, it should be returned to the Seller.
- Should conflicts arise between the Buyer and Seller, Section 11 will guide their resolution.
- Miscellaneous contract details, largely legal in nature, are contained in Section 12. The following two should be emphasized: Subsection 12.1 states that the Buyer and Seller have no further agreements about the Dog than are described in the contract, and Subsection 12.5 states that the Buyer and Seller should let each other know if and when they change residence.
- The Addenda describe any further agreements in detail. Section 13 states which Addenda are in use in the present contract. A standard pet contract will contain none of these Addenda, while a standard show dog contract will contain Addenda B and C.
 - Addendum A describes any coownership agreement. The current version is designed for when the Seller controls the breeding of the Dog; a different version would be required for the more standard coownership where the Buyer had more control.
 - Addendum B describes agreements about breeding rights.
 - Addendum C describes the Buyer's intentions to show the dog in conformation competition.
 - Addendum D describes any health conditions of which the Seller may be aware, and any care the Seller agrees to give for such conditions.

Luvakis Rhodesian Ridgebacks

Dog Sales Contract

1 Contract Particulars

Date of Contract _____
Price _____

2 The Dog

Registered name _____
Dog's call name _____
Breed *Rhodesian Ridgeback*
Sex Male Female
Neutered/spayed Yes No
 To be, as per Subsection 10.4
Registry AKC Other _____
Registration Full Limited
Litter reg. # - or
Dog's reg. # HP58484502 _____

Registration Certificate or Application Form given
to Buyer(s) Yes No _____

Sire: CH Tajamani's Kanu

Registration # HP19258603

Dam: GCH CH Tajamani Kindoro at Luvakis, RN,
CGC

Registration # HP43979801

If the Buyer is to choose the registered name of the
Dog, it must contain either

- the prefix "LUVAKIS" or "LUVAKIS'S"; or
- the suffix "OF LUVAKIS"; or
- _____

The third option is only valid if Seller initials here.

Seller's initials: ____/____

The Sellers warrant that the Dog was examined by
Dr Heather Riley, a veterinarian licensed in Ohio,
practicing veterinary medicine at the clinic named
below, on _____, and that at said ex-
amination the Dog was found to be in good health,
with the exception of any health conditions listed in
Addendum D.

Hunting Ridge Animal Hospital
6630 Ridge Road
Sharon Center, OH 44274
Telephone (330) 239-2777

3 The Seller

Name *Michael Teeling and Mary Gauthier-Teeling and
Teresa West-Holmes*

Kennel name *Luvakis Rhodesian Ridgebacks (Teresa
West-Holmes)*

Address *1376 State Road
Wadsworth, OH 44281*

Telephone (330) 331-4965

Cell (217) 418-9838

E-mail *Luvakis@gmail.com*

The Sellers warrant that the Sellers are the
 sole owners of the dog
 ___ % co-owners with _____

4 The Buyer(s)

Name _____

Kennel Name _____

Street _____

City _____ State ____ Zip ____

Telephone _____

E-mail _____

The Buyer warrants that the Buyer will be the
 sole owner of the Dog
 ___ % co-owner with _____

The Co-owner(s) must sign at the bottom of this
Contract.

Buyer's Vet _____

Telephone _____

5 RRCUS Code of Ethics

The Seller intends to comply with the Code of Ethics
of the Rhodesian Ridgeback Club of the United
States (RRCUS), both in letter and in spirit, as it ex-
ists on the date of this contract. The Seller expects
that any violations of said Code shall be reported to
the RRCUS Ethics Committee.

The Buyer agrees that if he/she ever breeds the Dog,
the Buyer will also comply with the RRCUS Code of
Ethics as it exists on the date of this contract.

6 Co-ownership of Buyer with Seller

There will will not be a Co-ownership of the Dog with Buyer and Seller. The terms of the Co-ownership agreement will be documented in Addendum A. If no Co-ownership Addendum is attached, there is no Co-ownership agreement and the Dog will be registered in the Buyer's name only

Seller's initials: _____ / _____

Buyer's initials: _____ / _____

7 Breeding of the Dog

Seller grants does not grant breeding rights to the Buyer. Breeding rights will be documented in Addendum B. If no Breeding Addendum is attached, no breeding rights are granted to the Buyer regardless of any other statement.

If breeding rights are not granted, the Dog shall not be granted Full AKC registration, unless there is a co-ownership between Buyer and Seller. Limited registration is available for Dogs not permitted Full registration, allowing competition in all AKC events except for conformation competition.

Seller's initials: _____ / _____

Buyer's initials: _____ / _____

8 Conformation Showing of the Dog

The Buyer intends to show / does not intend to show the Dog in conformation competition. The Seller does does not expect the Dog to be shown in conformation competition.

Attach Addendum C if sold as a conformation show prospect.

It is understood the Seller cannot enforce any showing requirements or impose limitations or extra expense on the Buyer except as regards breeding rights as described in Addendum B. With the abovementioned exception, Addendum C solely expresses the parties' intents.

Seller's initials: _____ / _____

Buyer's initials: _____ / _____

9 Warranties

9.1 Initial Veterinary Exam

The Seller strongly recommends that the Buyer take the Dog to a licensed veterinarian for a thorough exam, any necessary vaccinations, and medication within 20 days from the date of purchase.

Any health warranty, express or implied, is void if the Buyer does not make a vet visit within the prescribed period of time.

Provided that the Dog is returned to the Seller within 30 days, and the Buyer furnishes a signed statement from a licensed veterinarian of a medical problem, a full refund will be given to the Buyer within 30 days of return.

9.2 Pedigree

The Seller warrants that the Dog is a purebred and that pedigree is correct and will be provided to the Buyer at the time of sale.

9.3 Limitations

The Buyer understands that the Seller has limited information regarding the future temperament, habits, and appearance of the dog, and hence does not warrant such, except as described in this section.

9.4 Congenital Defect

The Dog is warranted to be free of all known congenital defects. Should a congenital defect in the Dog be discovered by the time the Dog is twenty-four months old, the Seller should be contacted immediately.

Since congenital defects are wide-ranging and vary in degree of severity it is impossible to describe remedies for every situation. The following is intended as a guide; in the event that Buyer and Seller cannot agree on the remedy to be applied, Section 11 shall apply.

If a major congenital defect is discovered by the time the dog is twenty-four months old, the Buyer shall be entitled to a full refund (payable within thirty days of Seller's notification) of the purchase price. The term "major congenital defect" is intended to include such defects as would cause serious detriment to the Dog's quality of life. Such defects would be untreatable or require major surgery. In such a situation the Buyer may retain possession of the Dog or return it to the Seller at the Buyer's option.

If a minor congenital defect is discovered by the time the dog is twenty-four months old, the Buyer shall be entitled to remedy from the Seller depending on the severity of the defect. The term "minor congenital defect" is intended to include such defects as would cause minor detriment to the Dog's quality of life. Such defects would be manageable with medication, physical therapy, or minor surgery, or may require no treatment. In such a situation the Seller shall cover appropriate related medical expenses up to the purchase price of the Dog. It is understood that if the Dog suffers from any significant heritable congenital defect then it should not be bred. If the dog was intended as a show prospect, it should be spayed or neutered at the earliest opportunity, and the difference between the purchase price and \$1000 shall be refunded to the Buyer within thirty days of the Seller being informed of the alteration. This clause shall not be used to obtain a partial refund where the primary issue is the dog's lack of suitability for conformation showing.

Should Buyer and Seller not agree on the remedy under this subsection in the event of a congenital defect, the Buyer and Seller agree that a panel of three breeders shall be convened to evaluate the Dog, the defect, and the appropriate remedy. The panel shall consist of one breeder chosen by the Buyer, one chosen by the Seller, and one mutually agreed upon by the Buyer and Seller. The breeders should have experience with Rhodesian Ridgebacks, though they need not necessarily be Rhodesian Ridgeback breeders.

The panel will determine, with aid from licensed veterinarians as required,

- whether the Buyer has conformed with the treatment provisions contained in this Contract, specifically in Section 10.
- whether the Dog exhibits a congenital defect
- the severity of said defect

In the event that the panel finds the first two provisions above to be satisfied, the panel shall determine which of the remedies described in this subsection is appropriate.

9.5 Aggression

The Seller warrants that the Dog is free of predisposition towards aggressive behavior. Should the Buyer believe the Dog has developed aggressive

tendencies, the Buyer shall immediately contact the Seller. The Buyer and Seller will arrange for the Seller to observe the Dog in order to confirm the aggressive behavior.

In the event that the Seller cannot or does not confirm the aggressive behavior, the Buyer and Seller agree that a panel of three breeders shall be convened to evaluate the dog's behavior. The panel shall consist of one breeder chosen by the Buyer, one chosen by the Seller, and one mutually agreed upon by the Buyer and Seller. The breeders should have experience with Rhodesian Ridgebacks, though they need not necessarily be Rhodesian Ridgeback breeders.

The panel will determine

- whether the Buyer has conformed with the treatment provisions contained in this Contract, specifically in Section 10, and
- whether the Dog exhibits aggressive tendencies.

In the event that the panel finds both of the provisions above to be satisfied, the Buyer shall be entitled to either, at the option of the Buyer,

- return the dog to the Seller at the Seller's expense for a full refund within thirty days of return, or
- receive a refund of one-half of the purchase price.

If the panel does not find the above provisions to be satisfied, then no action shall be taken. At the Buyer's discretion, the Dog may be returned to the Seller; however no refund will be given.

As an alternative to convening such a Panel, either the Buyer or the Seller may require that the Dog be examined by a Board Certified Veterinary Behaviorist. Whomever requires the examination shall be responsible for the cost of the examination. The Behaviorist shall determine only whether or not the Dog is aggressive; proof that the Buyer has conformed with the treatment provisions in Section 10 shall be furnished by the Buyer to the Seller. If the Behaviorist agrees that the dog is aggressive and proof of conformation with Section 10 is available, the same remedies described above shall apply, at the option of the Buyer.

9.6 Dermoid Sinus

The Seller warrants that the Dog does not and has never suffered from Dermoid Sinus, except as out-

lined in Addendum D (Health Disclosures). While Dermoid Sinus is a congenital condition, it is possible that its detection could escape the Seller. Should a Dermoid Sinus be discovered after the Buyer receives the Dog, and subsequently confirmed by at least two licensed veterinarians, the condition shall be considered a congenital defect and subject to the congenital defect clause above.

10 Treatment of the Dog

10.1 Living Conditions

Regardless of any provisions in this Contract and its Addenda, the Dog is to be kept as a house pet only. Extensive time in outside areas, garage, or tied up outside is not allowed. The Dog is to be kept in the Buyer's living quarters. The Dog will not be used as an attack dog or a guard dog for people, animals, or property.

10.2 Training

The Seller expects that the Buyer will take the Dog through one puppy class (AKC S.T.A.R. Puppy preferred) and two additional training classes by the Dog's first birthday. It is anticipated that these will be Obedience, Rally, Manners, Tricks and/or CGC prep classes. The Buyer agrees to take the Dog through two more training classes (for a total of five) by the Dog's second birthday. It is anticipated that these will be Obedience, Rally, Manners, Tricks, CGC prep, Agility and/or Tracking classes.

Proof of completion of these classes must be furnished to the Seller.

Schutzhund or other guard dog training classes do *not* satisfy this requirement, and are specifically discouraged. Any such training voids the warranty against aggression in Subsection 9.5.

For the purpose of this subsection, a training class is defined as a series of lessons taught by a qualified dog trainer, in a group setting, with total instruction time of approximately six hours. This is commonly achieved through a six or eight week series of lessons, typically at a dog training facility. While private lessons may be useful, they are not a substitute for group lessons.

If the Buyer is purchasing a show prospect, the Buyer is expected to complete Obedience classes as above in addition to regular Conformation training. The Buyer is required to take the Dog through an AKC Canine Good Citizen (CGC) test by the dog's

second birthday. Both show prospect and non-show prospect dogs must complete this requirement.

10.3 Permanent Identification

The Dog is is not microchipped.

Registry _____

Registration # _____

The Dog is is not tattooed

Tattoo location _____

Tatto Mark _____

Within ____ days of this Contract, the Buyer shall shall not be required to provide permanent identification of the Dog with microchip tattoo registered in the name of the Buyer *and* Seller. The Seller must remain a second contact for the life of the Dog.

10.4 Alteration

Unless the Dog is sold as a show prospect, the Buyer agrees to have the Dog spayed no sooner than twelve months of age, and no later than six weeks after resolution of first estrus cycle/neutered between fifteen and twenty months of age, unless such has already been performed, or another agreement is listed and initialed below. The Buyer acknowledges that bitches in estrus must be safeguarded from becoming pregnant.

The Buyer agrees to furnish proof of spay/neuter within thirty days of surgery, unless Buyer and Seller agree otherwise. (Outline other agreement below, and initial below.)

Seller's initials: ____ / ____

Buyer's initials: ____ / ____

10.5 Veterinary Care

The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine care.

The following list outlines the minimum routine veterinary care expected by the Seller:

- Annual Heartworm testing and year-round Heartworm prevention
- Rabies vaccination

- Distemper combination vaccination or titer testing
- Seasonal external parasite prevention

Where possible, three-year vaccinations should be used.

10.6 Health Screenings

The health screenings required for a Dog not intended for breeding shall be as follows:

- Eyes: Canine Eye Registry Foundation (CERF) examination at least once at or after twelve months.
- Thyroid: Orthopedic Foundation for Animals (OFA) examination at least once at or after twelve months.
- Cardiac: OFA Auscultation by a board-certified Cardiologist at least once at or after twelve months.
- Patellas: OFA patellar luxation examination at least once at or after twelve months.
- Elbows: OFA radiographic certification at or after twelve months.
- Hips: OFA radiographic certification at or after twelve months *AND/OR* PennHIP radiographic certification at or after twelve months.
- Hearing: Early Onset Adult Deafness (EOAD) DNA testing, once at any age.
- Degenerative Myelopathy DNA testing, once at any age.
- Rhodesian Ridgeback Inherited Arrhythmia (RR-IVA) DNA testing, once at any age.

The health screenings required for a Dog intended for breeding shall be as follows:

- Eyes: CERF examination annually from twelve months to nine years.
- Thyroid: OFA examination once between twelve and twenty-four months, and again at the ages recommended by the OFA (currently at three, four, six, and eight years).
- Cardiac: OFA echocardiogram by a ACVIM Board-Certified Cardiologist at least once at or after twelve months.

- Patellas: OFA patellar luxation examination at least once at or after twelve months.
- Elbows: OFA radiographic examination and certification at or after twenty-four months.
- Hips: OFA radiographic examination and certification at or after twenty-four months, *AND* PennHIP radiographic examination and certification at or after twenty-four months.
- Hearing: Early Onset Adult Deafness (EOAD) DNA testing, once at any age.
- Degenerative Myelopathy DNA testing, once at any age.
- Rhodesian Ridgeback Inherited Arrhythmia (RR-IVA) DNA testing, once at any age.

The Buyer is responsible for all fees associated with the preceding screenings. The Buyer is additionally responsible for all submission fees to OFA.

10.7 Humane Care

The Buyer shall provide the Dog with humane care and maintain it in accordance with all current and future federal, state, county, and municipal laws and ordinances where the Buyer resides or will reside.

Buyer and Seller agree that euthanasia is appropriate if and only if recommended by a licensed veterinarian. Euthanasia must never be performed simply for convenience. In the event that euthanasia is required, this shall be performed in a humane manner by a licensed veterinarian.

The Buyer acknowledges the Seller's right to remove the Dog from the Buyer's care permanently in the event that proper humane care is not given. Examples of improper humane care include, but are not limited to, failure to care for an illness or injury, or morbid obesity as diagnosed by a licensed veterinarian. This paragraph is not intended to allow the Seller to remove the dog from Buyer's care on a whim; it is intended only for use in severe medical situations, abuse, or neglect.

10.8 Relinquishment

If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller immediately. This Dog may never be sold or given away to any individual, group, company, research facility, or rescue organization, except as expressly directed in writing by the Seller.

If the Dog is returned within 30 days of this Contract without cause as described in Section 9, 50% of the purchase price shall be refunded immediately, and a further 40% of the purchase price (for a total of 90% of the purchase price) shall be refunded after the dog has been placed in its new home. Buyer shall be responsible for all expenses in returning the Dog.

When ownership is transferred, Buyer acknowledges that no refund shall be given except as described in the previous paragraph and in Section 9. The Dog's registration certificate shall be signed over to whomever the Seller directs. Any other transfer of this Dog without written permission of the Seller shall make the Buyer liable for \$10000 in damages, payable upon demand to the Seller. Damages are reduced to \$5000 if proof of spay/neuter is furnished to Seller.

10.9 Delivery

All charges relative to the shipping or delivery charges for this Dog to the Buyer are to be assumed by the Buyer.

- Buyer will pick up the Dog from the Seller
- Seller will deliver the Dog to the Buyer
- Seller will release the Dog to Buyer's representative, _____

If the Dog is ever returned to the Seller for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate, except as otherwise described in this contract.

11 Conflict Resolution

11.1 Mediation

Buyer and Seller agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation,

or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in Subsection 11.2 is initialled.

11.2 Arbitration

If initialled below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State of Ohio. Judgement upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with Ohio civil code.

Seller's initials: _____ / _____

Buyer's initials: _____ / _____

11.3 Relief

With the exception stated in Subsection 11.1 in any action, proceeding, or arbitration between Buyer and Seller arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

12 General Contract Terms

12.1 Totality

All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of the agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

12.2 Modification

Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by the Buyer(s) and Seller(s).

12.3 Jurisdiction

This Contract shall be governed by and construed in accordance with the internal laws of the State of Ohio.

12.4 Completeness

In the event the laws of the State of Ohio require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.

12.5 Residence

The Dog shall reside at the address stated in Section 4 above. Any changes in the Buyer’s or Seller’s address must be relayed to the other party within 90 days of the change.

12.6 Language

The singular form of Buyer and Seller includes the plural.

12.7 Deviation

No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.

12.8 Required Consent

If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

12.9 Amendments

Amendments to this agreement may be made in writing and require the signature of all parties.

13 Addenda

This Contract has the following Addenda which are part of the contract:

- A. Co-ownership Agreement of Buyer and Seller
- B. Breeding Agreement
- C. Conformation Showing Agreement
- D. Health Disclosure

Signatures

Seller _____ Date ____

Seller _____ Date ____

Buyer _____ Date ____

Buyer _____ Date ____

Buyer _____ Date ____

Addendum A

Co-ownership Agreement of Buyer and Seller

This Addendum is part of the Contract and Bill of Sale dated _____ between Sellers Teresa West-Holmes and Emily Holmes and Buyer(s) _____ regarding the Dog _____.

- A1 The Dog will not be bred without the consent of both the Buyer and Seller in each instance, nor shall it be spayed or neutered except as specifically allowed by this contract.
- A2 The Seller's name Buyer's name shall be the first on the registration papers of this Dog. The Seller Buyer shall be responsible for registering the Dog, with full cooperation of the other party.
- A3 If the Seller wishes to use the Dog for stud service, Seller may do so at no cost. However any costs for semen collection, extension, shipping, storage, or any other costs ancillary to the breeding are the responsibility of the Seller. Refusal by Buyer to allow Seller to use the dog for stud service, including unreasonable refusal to cooperate in having semen collected, shall entitle Seller to damages of \$10000 or forfeiture of Buyer's ownership, at Buyer's option.
- A4 If the Buyer wishes to breed the Dog, the breeding cannot be done without written permission of the Seller and all owners of the Dam and Sire.
- A5 All breeding expenses will be borne by the Seller. All proceeds will accrue to the Seller except that if at least three ridged saleable pup-

pies are obtained from said litter, Buyer shall be entitled to remuneration in the amount of one of the following, at Buyer's discretion: \$1000, or a puppy from said litter, mutually agreed upon by Seller and Buyer. While the Dog whelps, it shall reside with the Seller at no cost to the Buyer, for a period of up to twelve weeks, at the Seller's discretion.

- A6 If the Dog is bred without permission of either owner, the owner(s) that allowed the Dog to be bred (by accident or design) shall pay the sum of \$10000 per instance as damages to the non-offending owner(s). If the Dog is altered without permission of either owner, the owner(s) that allowed the Dog to be altered shall pay the sum of \$10000 as damages to the non-offending owner(s), unless such alteration was at the recommendation of a licensed veterinarian.
- A7 The Seller may relinquish Co-ownership at the Seller's discretion. Seller will execute all paperwork necessary to register the Dog in the sole name of the Buyer in such a circumstance.
- A8 Amendments to this agreement may be made in writing and require the signature of all parties.

Signatures

Seller _____ Date _____
Seller _____ Date _____
Buyer _____ Date _____
Buyer _____ Date _____
Buyer _____ Date _____

Addendum B

Breeding Agreement

This Addendum is part of the Contract and Bill of Sale dated _____ between Sellers Teresa West-Holmes and Emily Holmes and Buyer(s) _____ regarding the Dog _____.

B1 The Buyer agrees not to breed the Dog until it has obtained its AKC Conformation Championship. The Buyer agrees to only breed the Dog to another AKC Conformation Champion.

B2 If the Dog is male, the Dog may sire as many litters as the Buyer deems appropriate. If the Dog is female, the Dog is limited to whelping at most three litters.

B3 The kennel name of the Seller Buyer shall be used for puppies whelped by the Dog.

B4 If the Dog is male, the Buyer agrees to allow the Seller to use the Dog for one breeding. If the breeding does not result in at least two saleable ridged puppies, Buyer agrees that Seller may use the Dog again for one further breeding, regardless of outcome. These breedings shall be at no cost to the Seller. Any costs for semen collection, extension, shipping, storage, or any other costs ancillary to the breeding are the responsibility of the Seller. Buyer shall not neuter the Dog without allowing at least one year’s notice to exercise this breeding right.

If the Dog is female, the Buyer agrees to return to the Seller one puppy from the Dog’s first litter at no cost to Seller except reasonable shipping costs. The puppy shall be a “second pick”; Buyer may reserve one puppy from

the litter, and Seller shall be allowed to choose from the remainder. Should Seller choose not to exercise this option, it shall roll over to the Dog’s next litter. Seller will agree to conditions of purchase similar to the present contract, but may not be required to assent to conditions more limiting than the present contract. Seller may choose to arrange for the puppy to be placed in a different home, receiving whatever purchase price Seller may arrange with another buyer. Seller may not require that Buyer place the puppy in a different home not approved of by Buyer, but such approval shall not be unreasonably withheld. Buyer shall be entitled to spay the Dog at Buyer’s discretion without regard to this clause.

Seller may forego all rights expressed in this clause by signing here:
Seller _____ Date _____

B5 Breach of clauses B1, B2, or B4 shall entitle Seller to damages of \$10000 per instance. Breach of clause B3 shall entitle the damaged party to damages of \$500 per puppy that does not bear the kennel name of the damaged party.

B6 Amendments to this agreement may be made in writing and require the signature of all parties.

Signatures

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Addendum C

Conformation Showing Agreement

This Addendum is part of the Contract and Bill of Sale dated _____ between Sellers Teresa West-Holmes and Emily Holmes and Buyer(s) _____ regarding the Dog _____.

- C1 All showing will be done under the rules of the AKC.
- C2 Show prospects are Dogs which require special responsibilities for the Buyer and Seller in addition to the requirements set out in the main portion of this Contract. Show prospect animals must be registered with the AKC and be free from all disqualifying faults for the Rhodesian Ridgeback.
- C3 This Dog is in no way guaranteed to win in the show ring. However, with proper care on the part of the Buyer, in due time, the Dog should be of acceptable temperament and structure, and should embody the basic standards of the breed
- C4 Buyer acknowledges that he/she has the knowledge and understanding of the require-

ments and special care necessary for a Dog to be shown.

- C5 Seller warrants that the Dog is free from any AKC disqualifying faults and major faults as stated in the breed standard at the time of the sale.
- C6 If the Buyer and Seller disagree as to the merits of this Dog, it is agreed both parties will abide by the opinion of a mutually acceptable third party, such as an AKC judge licensed to judge the breed, on the show merits of the Dog.
- C7 Amendments to this agreement may be made in writing and require the signature of all parties.

Signatures

Seller _____ Date ____
Seller _____ Date ____
Buyer _____ Date ____
Buyer _____ Date ____
Buyer _____ Date ____

