

SANDERS KENNELS, INC.

www.sanderskennels.com

Puppy Purchase & Sale Agreement

[ABSTRACTED VERSION- official version to follow]

I. Introduction and Description

- Purchase and sale of (1) American Bulldog OR Presa Canario puppy.
- Puppy description (sex, dam, sire, whelping date, physical description).
- Deposit/reservation system description.

II. Buyer's Obligations

- The Buyer agrees to provide the dog with proper exercise, diet, shelter, general care, veterinary care, training, and socialization.
- The Buyer agrees that since this large breed continues to grow beyond two years of age that he/she will use extreme care in that dog's physical activity, including not placing undue stress on the joints.
- The Buyer agrees that the Kennel may continue to use the dog's name, image and other information in advertising the Kennel.
- The Buyer agrees that all dogs shall bear the kennel's name in all advertising and marketing, and on all registration paperwork.
- The Buyer agrees that if he/she is unable to keep the dog, the Kennel has the first option to accept the return of the dog.
- The Buyer is encouraged to bring his/her puppy to the veterinarian within one week of examination.
- The Buyer acknowledges that he/she is familiar with the traits of the breed and accepts the lifetime responsibility for training and socializing the dog.

III. Kennel's Obligations [includes warranty]

- The Kennel agrees to furnish a copy of the puppy's registration paperwork and pedigree at which time the Kennel is reasonably able.
- The Kennel agrees that the dog is in good health and sound temperament to the best of the Kennel's knowledge- the Kennel cannot be responsible for alterations in the dog's temperament while under the care of the Buyer.
- The Kennel agrees that the puppy has received all vaccinations and dewormer appropriate to the puppy's age.
- The Kennel offers a one-year warranty on severe genetic health defects that expires one year from the date of birth of the puppy and a two-year warranty on bilateral hip dysplasia that expires two years from the date of birth of the puppy. Should the Buyer seek to use this warranty, he/she must meet the necessary requirements outlined in the agreement. If the Buyer meets the necessary conditions, the Kennel agrees to a one-time puppy replacement with a puppy of equal value at which time the Kennel is reasonably able. Should the Buyer decide to keep their canine, the only remedy available to them is 50% off the price of a future puppy and accepts the responsibility of any medical expenses for that canine. This warranty is null and void if the Buyer has failed to comply with the terms of the warranty and has shown negligence in the abuse in the care of his/her dog.

SANDERS KENNELS, INC.

www.sanderskennels.com

Puppy Purchase & Sale Agreement

Section I

Introduction

The parties enter into this contract for the purchase and sale of one (1) American Bulldog or Presa Canario puppy. The contract terms set forth are prepared for the benefit of each individual dog, breeder, and buyer. Without regard to the breed of dog, there is always a risk of physical problems even in the most selective breeding practices.

This [sex] _____ [breed] _____ puppy was born on _____, 2005 to sire _____ and dam _____ and can be described as _____.

The puppy has been reserved with a non-refundable deposit that counts toward the total price of the puppy. Position in the reservation order is determined by order of deposit received. All deposits are fully transferable to future litters (wherein the reservation order may change), currently available puppies, or other canines although the price for each of these canines may not necessarily be the price for the original puppy.

This agreement, made this _____ day of _____, 2005 is between Sanders Kennels (KENNEL), located at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX and the BUYER residing at _____.

Section II

Buyer's Obligations

The Buyer agrees to provide the dog with proper exercise, diet, shelter and general care and properly maintain adequate accommodations for an American Bulldog or Presa Canario considering its size and weight. The Buyer further agrees to provide regular veterinary care including checkups, booster vaccinations and any other care needed by the dog (e.g. regular worming, illnesses, injuries, etc). The Buyer also agrees that the dog shall be maintained and kept under Buyer's control at all times and not allowed to run at large (with possible exception of under direct supervision and control of owner).

There are many factors that can influence growth and development of a large breed dog, such as diet, exercise, weight gain, proper veterinary care, etc. The Buyer agrees to complete the appropriate vaccinations, give the dog regular and appropriate exercise, and feed the dog appropriately. The Buyer agrees to properly train and socialize the dog.

Because Presa Canarios and American Bulldogs continue to grow beyond two (2) years of age, the Buyer agrees to use extreme care to ensure that for a dog under two years of age, physical activity should be supervised and limited accordingly. The Buyer agrees to

not place undue stress upon the dog's growing joints, including, but not limited to, weight pulling, long-distance running or jogging and jumping from heights. Any such activity may cause permanent and irreversible damage to growing joints.

The Buyer agrees that the Kennel may continue to use the dog's name, picture and/or information in advertising the Kennel or other dogs.

The Buyer agrees to register and advertise all canines purchased from Sanders Kennels with appellation relevant to the breeding, i.e. all dogs must bear "Sanders" in front of their elected name. E.g. "Bronco" must be "Sanders Bronco" on all registration paperwork as well as any advertising and marketing done using this canine. All dogs bred by Sanders Kennels must bear this name or the contract may be considered void and the dog returned to Sanders Kennels.

In the event that the Buyer is unable to keep the dog for any reason, the Buyer agrees to immediately contact the Kennel. The Buyer agrees that the Kennel has the first option to accept the return of the dog. The Kennel will make a reasonable assessment of factors that may affect the dog's health, such as age, condition, and general health. In the event the Kennel chooses to take back a dog from the Buyer, the Buyer agrees to transfer ownership under all applicable registries and to include a current copy of veterinary records to date.

The Buyer is encouraged to bring his/her puppy to a qualified veterinarian within one (1) week for a preliminary veterinary evaluation. The Kennel agrees that the puppy is current on shots and dewormer appropriate to the puppy's age.

The Buyer acknowledges that the Presa Canario or American Bulldog is a large and powerful breed, is familiar with the traits of the Presa Canario or American Bulldog and is cognizant of the importance of training and socialization. The Buyer agrees that he/she bears responsibility for the training and socialization of the dog, and responsibility for the safety of the dog and others with whom the dog interacts. The Buyer accepts all risks and responsibilities for owning the dog and acknowledges that he/she has the sole responsibility for ongoing, lifetime socialization and training for the dog as appropriate for its age and level.

If at any time, there is demonstrable neglect, abuse or illegal activity involving this canine, said canine is subject to immediate forfeiture to the Kennel.

In the event of breach of this agreement, the Buyer agrees to pay all expenses of retaking, holding, preparing for sale, selling, and expenses as may be allowed by law and incurred by the seller in enforcing his/her rights under this security agreement. The dog may be subject to forfeit if the Buyer does not fulfill his/her obligations.

Section III

Seller's Obligations

The Kennel agrees to register the puppy with an appropriate organization and will forward the registration paperwork and pedigree to the Buyer upon receiving it from the registry. The Buyer acknowledges that due to factors out of the Kennel's control, the registry may take some time in returning the paperwork to the Kennel.

The Kennel believes the dog to be in good health and sound body and that to the best of the Kennel's knowledge, the dog is of stable temperament and sound disposition at the time the dog is transferred to the Buyer. Environment plays a unique and important role in the development of the dog's personality and disposition. The Kennel is not and cannot be responsible for undesirable traits the dog accrues once it is transferred to the Buyer.

The dog is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

The Kennel offers a one-year warranty on severe genetic health defects that expires one year from the date of birth of the puppy and a two-year warranty on bilateral hip dysplasia that expires two years from the date of birth of the puppy. If the Buyer wishes to seek warranty, he/she must bring their canine to a qualified veterinarian- in the case of bilateral hip dysplasia, board-certified or demonstrably qualified to perform x-rays for this specific purpose, before the expiration of the warranty and submit to the Kennel in writing with proper medical documentation within two weeks of the alleged diagnostic visit. Should the dog expire, a necropsy must be performed and cause of death to be determined from a pre-existing congenital condition. All pathology and findings must be submitted to the Kennel within two weeks of the necropsy. All of these diagnostic veterinary visits are the sole financial responsibility of the Buyer.

The Kennel reserves the right to seek a second opinion in any and all cases wherein the Buyer seeks to utilize this warranty. This warranty is applicable only to the Buyer and is not transferable to any third party. The Buyer agrees that the remedies listed below are the only remedies available.

If the Buyer meets the necessary conditions for warranty, the Kennel agrees to a one-time puppy replacement with a puppy of equal value at which time the Kennel is reasonably able. The Buyer bears the responsibility for shipping the dog to Sanders Kennels, Inc. should he/she seek puppy replacement. Should the Buyer decide to keep his/her canine, the only remedy available to him/her is 50% off the price of a puppy of equal value when the Kennel is reasonably able and further accepts responsibility for any medical expenses for the canine. This warranty is null and void if the Buyer has failed to comply with the terms of the warranty or has shown negligence or abuse in the care of his/her dog.

Addendums

All additional canines subject to this agreement shall be in the form of an addendum. The Breeding Rights Addendum follows below.

Acceptance

By signature below, both parties affirm that they have read and understood this agreement:

Signature (KENNEL) _____ . Date _____ .
Signature (BUYER) _____ . Date _____ .

Addendum I
Breeding Rights Addendum

The Kennel agrees to one of the following breeding rights and responsibilities for this canine by initialling the relevant type of breeding rights below.

A. Full breeding rights. Transfer of all breeding rights to the Buyer. Buyer agrees to not breed the dog before it is physically and psychologically mature and never outside of the breed. The Buyer agrees to not breed the female before she is two years old and no more than four times in her lifetime. All breedings must be approved and litter information shall be submitted to the Kennel for the Kennel's records.

Initials: Kennel _____ Buyer _____.

B. Partial breeding rights. Applicable only to males. The Kennel reserves the right to breed this male to any of the Kennel's females to improve the Kennel's breeding stock or enhance the Kennel's breeding program without monetary compensation to the Buyer for the length of the dog's entire life.

Initials: Kennel _____ Buyer _____.

C. No breeding rights. At no time shall the Buyer use this canine for breeding at any time. The Kennel shall remain the owner on registration paperwork to prevent this. The Buyer is encouraged to spay or neuter this animal.

Initials: Kennel _____ Buyer _____.