# “Sell as Pet” Contract

This contract is entered into between Julie Kahre, dba: PrideLands, hereby known as the “**Breeder”** and

\_\_\_\_\_\_\_\_\_\_, hereby known as the “**Buyer”**.

The sire of this litter is:

TBD

AKC reg. # UKC reg. #

The dam of this litter is:

TBD

AKC reg. # UKC reg. #

The purchase price of \_\_\_\_\_\_\_\_\_\_ has been agreed on by **Buyer** and **Breeder** for puppy hereby known

as “**Puppy”**

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: ­\_\_\_\_\_

SEX: \_\_\_\_\_

COLOR: RED WHEATEN

DOB: \_\_\_\_\_\_\_\_\_\_\_\_

MICROCHIP ID#: \_\_\_\_\_\_\_\_\_\_\_

BRAND: \_\_\_\_\_\_\_\_

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Initial Deposit:**

A deposit has been received in the amount of $500 towards the purchase price.

Deposits are non-refundable unless PrideLands is unable to provide the buyer with a puppy.

* Possible reasons for this may include the bitch failed to conceive, puppies were born with health problems, not enough puppies in litter, or the desired sex was not produced.
* Buyer would then have the option of changing to the other sex puppy if available, applying the deposit to the next available litter, or a refund.
* **Breeder** reserves the right to determine the suitability of the buyers for a puppy.

**Remaining Balance:**

* The balance of is to be paid in full before the puppy leaves our premises.
* If the puppy is to be shipped, buyer is responsible for the cost of shipping, required health certificate, and the cost of the shipping crate.
* If payment is made by personal check, it must clear the **Buyer’s** bank before the puppy leaves.
* All puppies must be paid for by the time they reach 7 weeks old, whether being shipped or picked up or deposit will be forfeited.

**Selection:**

If the buyers cannot come in person to select their puppy, photos will be sent to them to choose from. **Puppy** choices are given in the order deposits are received. Photos are taken when the puppies are about 6 weeks old. Buyers must select their puppy in a timely manner so that other buyers may make their selections.

The name “PrideLands” MUST be used as a prefix in this dog’s AKC & UKC registered name.

* PrideLands is a registered protected name. It cannot be changed and must be spelled exactly as PrideLands.
* Failure to do so will void the guarantee.

**“Sold as Pet”**

Contract for **“\_\_\_\_\_\_\_\_\_”** shall be considered a “Sold as Pet” agreement.

“Sold as Pet” means that the Puppy is sold with a limited registration. Limited registration means the pup is registered with AKC & UKC, but will not be used for breeding or showing in conformation. Other AKC & UKC events may be participated in with limited registration.

A pet puppy is defined here to be a purebred Rhodesian ridgeback which embodies the characteristics of the Rhodesian ridgeback breed. This puppy is registered with the American Kennel Club and the United Kennel Club.

**Lifetime Return**:

**Buyer** agrees that in the event they cannot keep this dog for any reason during the course of its life, **Buyer** will give PrideLands first option of taking the dog back with clear understanding that no monetary compensation shall be provided to **Buyer** with the exception of shipping from **Buyer** to PrideLands. **Buyer** agrees to not surrender Puppy to any rescue organization or shelter.

**Limited Return Policy:**

PrideLands offers a Limited Guarantee to the **Buyer** to cover any defect found in the **Puppy** upon initial receipt by the **Buyer**. In order for the Limited Guarantee to take effect, the **Buyer** must take **Puppy** for an examination by a licensed veterinarian within 48 hours of receipt of **Puppy**. If a defect is found by a licensed veterinarian that demonstrates imperfections or significant deviation from the breed standard, a written report must be submitted from the veterinarian stating that there is a health problem or abnormality, and state explicitly what the problem is. **Buyer** must notify Breeder within 72 hours of receipt of **Puppy** that **Buyer** intends to exercise the Limited Guarantee. If Limited Guarantee is executed, PrideLands will:

-Allow the Buyer to return the **Puppy** to PrideLands and receive full reimbursement of the purchase price.

-Allow the Buyer to return the **Puppy** and choose another available puppy from the same litter.

-Allow the Buyer to return the **Puppy** and have first choice of a pet-quality puppy of a future litter.

Under no circumstance can the **Puppy** be returned if it has been exposed to a public dog place such as a park, beach, store, etc.

* We take great care to make sure our puppies are in good health and have not been exposed to disease.
* Please do not set the puppy on the floor at the vet either. There is no way to know what disease may have been tracked in by another dog.

Limited Guarantee is void if any harm comes to the **Puppy** as a result of accident or negligence while in the possession of the **Buyer.**

**Health Guarantee:**

**Puppy** is guaranteed to be free from bi-lateral hip dysplasia. **Buyer** may have puppy x-rayed by a licensed veterinarian and resulting x-rays sent to the Orthopedic Foundation for Animals (OFA), or Penn Hip, before reaching the age of 3 years.

If OFA or Penn Hip determines **Puppy** to have bi-lateral hip dysplasia, **Buyer** will have two options:

* Option #1: The dog/bitch may be returned along with the registration papers and all other relevant documentation to the **Breeder** in exchange for another puppy of equal value.
* Option #2: Keep the dog/bitch and receive a refund of $1000 or ½ the original purchase price, whichever is less. If option #2 is chosen, the **Breeder** must be furnished with proof that the dog has been spayed or neutered.

**Puppy** is also guaranteed to be free of Dermoid Sinus. If a Dermoid sinus is found within 72 hours of taking possession, **Puppy** may be returned for a full refund or exchange, or the **Breeder** will pay up to $500 for surgical removal. Please note that Dermoids are generally not hard to detect, and if any is present it most likely would have been found before the puppy is ready to leave for its new home.

If there is a defect found of: Dermoid Sinus, Démodé tic Mange (GENERALIZED not Localized) and Bi-Lateral Hip Dysplasia within the LIFETIME of this animal from birth, you will receive a puppy replacement. This guarantee only covers the three named defects.

The **Breeder** neither makes nor implies any warranty or guarantees, express or implied, other than those written in this Contract. This document consumes the entire agreement between the **Breeder** and BUYER/S with respect to this sale. The BUYER/S signature below indicates that he/she has read, initialed, agrees and does understand all the conditions of the Sales Agreement and Contract of sale. Once this document has been signed, it becomes legal and binding. All verbal contracts are then null and void.

**Arbitration**

In the event a dispute shall arise between the parties to this Contract it is hereby agreed that the dispute shall be referred to United States Arbitration and Mediation for arbitration in accordance with United States Arbitration and Mediation Rules of Arbitration. The place of arbitration shall be in Blount County, Tennessee. The arbitrator’s decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with arbitrator’s award, the other party is entitled of costs of suit including a reasonable attorney’s fee for having to compel arbitration or defend or enforce the award.

**Severability**

If any provision, or portion thereof, of this Contract is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Contract shall remain in full force and effect.

**Buyer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Breeder**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Special Notes:**

**\*** There are many new flea/tick products on the market being sold as treatment for pest prevention. However, these products are NOT safe, as the consumer is led to believe. They are very strong poisons, and can affect your pet with severe reactions. Most common are lethargy, skin problems, immune system suppression, and even death.

The problem is widespread, but largely suppressed by media, though even the Humane Society is now speaking out about this.

Some of the products include but are not limited to:

Trefexis, Comfortis, Sentinal, Frontline, Advantage, Program, Capstar, Revolution, Interceptor.

In general, veterinarians push these poisons as though it’s a necessity, and rarely will link a health issue to them.

It has become necessary for me to put this clause in the contract making all health guarantees void if ANY flea/tick product is used, other than all natural. I will be happy to furnish more information about this subject, and natural products that are available.

**\***All our adult dogs and puppies are given NuVet vitamin supplement. In our opinion, this is the best one on the market, and will help assure proper growth and development. Information on obtaining this supplement will be provided.

Please initial \_\_\_\_\_