

Mountain to Sea Newfoundlands

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CONTRACT FOR THE SALE OF A NEWFOUNDLAND DOG

Dog's name _____

Sire: _____

AKC# _____

Dam: _____

AKC# _____

Birth Date: _____ Sex _____ Color _____

AKC or litter Registration # _____

Buyer(s): _____

Street Address: _____

City: _____ State: _____ ZIP: _____ Tel: _____

TERMS OF PAYMENT

The purchase price for this Newfoundland is \$ _____, payable as follows:

Deposit received to reserve Newfoundland; \$ _____,

Balance of \$ _____ is due when possession is taken or before Newfoundland is shipped.
Any shipping expenses are to be prepaid by Buyer.

Conditions of Sale

Buyer Commitments

Buyer agrees that this Newfoundland shall not be given to, sold to, leased to, or consigned to any commercial or retail establishment or any broker of animals. It is agreed by and between the parties that the buyer(s) of this dog/bitch shall not transfer, sell, add a co-owner or relocate said dog/bitch to another party or another party's premise without the knowledge and **written consent** of the breeder. All Mountain to Sea dogs are AKC registered and no other registry is allowed. In the event that any of the conditions of this contract are breached, said contract will be considered null and void and **Buyer(s)** will be subject to a breach of contract lawsuit. If, for any reason, **Buyer** cannot keep this dog, **Buyer** agrees to return the dog to the **Seller**. No refunds will be given.

Buyer accepts responsibility for the care of this dog. This includes, but is not limited to: maintaining the dog on a proper diet and at a weight sensible for its size and age; providing the dog regular and proper care, including grooming, exercise, annual inoculations, and heartworm preventative. The **Buyer** also agrees to accept responsibility for confining the dog to a suitable fenced yard, never chaining the dog, or excessively crating the dog, nor allowing the dog to roam free or travel in the bed of an open truck.

If these commitments are not met and the safety of the dog is compromised, the dog will be removed from the **Buyers** premises and ownership will revert back to the **Seller** with no Refund to the Buyer.

PROVIDED AND INCLUDED AS PART OF THIS SALES CONTRACT ARE FEEDING, INOCULATION, WORMING, EXERCISE, HOUSING, CRATING, GROOMING AND TRAINING RECOMMENDATIONS. IT IS NECESSARY FOR THE BUYER TO FOLLOW THESE INSTRUCTIONS.

Disclosure

If, within the first week of purchase, the **Buyer's** veterinarian determines that the general health of this Newfoundland is unsatisfactory, the **Buyer** may return the dog to the **Seller** (at **Buyer's** expense) with a written statement from the examining veterinarian, and full purchase price will be refunded. This provision is valid only if the Newfoundland is in the same condition as when it left the **Seller**.

Seller whelped this litter and raised the puppies through their first 9 weeks of life in a healthy and controlled manner. Genetic matching of sound sire and dam has occurred so as to minimize genetic defects. This puppy has been monitored since birth by the breeder and veterinarian for obvious birth defects and none have been apparent. All applicable disease preventative shots have been administered. At 9 weeks the puppy was examined and found clear of heart defects manifested by murmurs, irregular heartbeat etc.

Seller guarantees this Newfoundland against crippling hip dysplasia up to one year of age. "Crippling hip dysplasia" is defined for these purposes as changes in the hip joint which are manifested by lameness and inability to function as a pet. If the above condition is apparent, **Buyer** must notify **Seller** in writing. A pelvic radiograph and a statement verifying the condition by the examining veterinarian must accompany the notification. Breeder will arrange a radiology consultation with a veterinarian specializing in orthopedics. If both veterinarians agree that the Newfoundland is crippled with hip dysplasia, **Seller** will replace the dog with one of equal quality when one is available. Maintaining this puppy/dog in an overweight condition will automatically void the guarantee.

The **Seller** will not be responsible for any veterinarian bills incurred by this **Buyer** of this dog.

Although the **Seller** will attempt to grade the litter for future potential, such grading must be considered an educated guess, at best. For this reason, the **Seller** cannot guarantee a puppy selected for potential show or breeding purposes will mature to meet these expectations. Unless otherwise stipulated, all pups will be registered on an AKC Limited Registration (offspring are not eligible for registration and entry in dog events is restricted). At the request of **Buyer**, Breeder will evaluate breeding/show potential of this Newfoundland and revoke the limited Registration if, in the opinion of the Breeder, the show/breeding potential of this Newfoundland warrants such action.

Seller reserves the right to take back any dog that is being physically abused, mentally abused or neglected. If it becomes necessary to take legal action for the return of a neglected or abused dog, the **Buyer** may be required to pay all legal fees. No refund of any part of the purchase price will be made.

The terms of this agreement shall be governed by and construed in accordance with the laws in force from time to time in the State of North Carolina, USA.

Arbitration Clause

Any dispute arising between the parties to this Agreement or involving the interpretation of this Agreement or any breach thereof shall be submitted to and determined by arbitration in the State of North Carolina before the American Arbitration Association, and in accordance with the rules then obtaining of said Association and the laws of the North Carolina.

AGREED TO THIS DAY

Signed by / on behalf of the **Buyer**

Signature: _____ / ___/20__

Print Name: _____

Witnessed by:

Signature: _____ / ___/20__

Print Name: _____

Address: _____

Signed by / on behalf of **Mountain to Sea Newfoundlands**

Signature: _____ / ___/20__

Print Name: _____

Witnessed by:

Signature: _____ / ___/20__

Print Name: _____

Address: _____

