

PUPPY CONTRACT

owner: **Jackson Cockley**

The following reference in this document referring to the seller/breeder will be Jackson Cockley of Dr. J's Kennel, the buyer will be referred to as the new owner/buyer.s

This agreement is made and entered into this _____ day of _____ 200__ by and between Jackson Cockley of Dr. J's Kennel and _____ (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a purebred American Pit Bull Terrier from the litter whelped on _____ out of _____ and _____ . This agreement is subject to the following terms:

Please read this contract carefully and place your initials after each paragraph to insure you have read and fully understand and agree to this contract.

The puppy/dog is guaranteed free of life threatening diseases or disabilities at the time of purchase. The buyer/owner has 48 hours (excluding Sundays and Holidays) from the time of purchase to have the puppy/dog examined by his/her veterinarian as to soundness of health. If the veterinarian finds any major health problems, the cause which is clearly attributable to the breeder, the buyer/owner may bring the puppy/dog back to the breeder, with a letter from the veterinarian explaining the problem he/she found. Vet fees and returning the puppy/dog are at the buyers expense. Breeder/Seller is not responsible for poor health due to malnutrition, abuse or improper care of the puppy by the buyer. _____

The breeder must be contacted within the 48 hour period after purchase as to any problems, and the puppy/dog must be returned within 72 hours of purchase. At this time the breeder will, upon receipt of the puppy/dog and all items given with the puppy/dog (including the ADBA papers to be signed back to the breeder), refund to the buyer/owner the full purchased price of the puppy/dog, by check or cash. After the said 48 hours, the moneys received for this puppy/dog will be credited toward another puppy/dog from a different breeding at Dr. J's Kennel providing the puppy/dog is returned within the 72 hour time frame. (NO moneys will be refunded). _____

Any veterinarian's diagnosis shall be subject to confirmation by a veterinarian chosen by the breeder. Should said veterinarian not agree with the diagnosis, the matter shall be presented to a third veterinarian mutually agreed upon by the breeder and the buyer. _____

The puppy/dog is guaranteed against hip dysplasia until his/her first birthday. If the puppy/dog develops hip dysplasia to the severity that the puppy/dog will be in pain, or unable to function, the puppy/dog will be returned to the breeder and replaced with a puppy/dog of equal quality as soon as such a puppy is available, or refund 50 % of the purchase price (\$_____). The owner must produce an x-ray of the puppy/dog hips and a letter from a licensed veterinarian describing the severity before the puppy/dog will be replaced. The puppy/dog is not guaranteed to Orthopedic Foundation for Animals (O.F.A.) standards. The breeder shall provide the buyer with ADBA Registration paperwork. _____

The buyer agrees that he/she is not acting as an agent in the purchase of this puppy/dog and the buyer will not sell this puppy/dog or its progeny to any agent, pet shops/store, pet brokers or guard dog business. _____

Breeder/Seller has signed and given the ADBA puppy paper to the Buyer at time of purchase. It is the Buyer's responsibility to send off the puppy's papers for transfer of ownership within the said time stated by the American Dog Breeders Association (ADBA). This information is located on the back of the puppy papers. Breeder/Seller will not assume responsibility if the owner does not comply with ADBA rules. _____

The Buyer is responsible for all socialization of the puppy/dog. The Breeder/Seller is not responsible for the puppy/dog once it leaves our kennel. Once the puppy has left the kennel, the buyer is responsible for the behavior of the puppy/dog. _____

If the puppy/dog is to be a "pet" only, the puppy/dog should be spayed/neutered by the age of six months and before a female has her first heat. _____

The puppy/dog is to be registered using the breeder's kennel name at the beginning of the registered name. The puppy/dog will carry the Dr. J's kennel name. _____

The breeder reserves the right to inquire about and inspect the way the puppy/dog is kept. The buyer agrees that the puppy will reside at the home of the buyer, have access to a fenced yard, not be chained or tethered, and will be provided with proper housing, a good quality diet, annual shots and exercise. The buyer also agrees to obey and adhere to all Breed Specific Legislation established in the state/county/city the puppy/dog resides. The Buyer agrees that he/she will NOT use this puppy/dog in any illegal activity or any activity that violates the Animal Welfare Act of 1976. If the puppy/dog is mistreated (allowed to run loose, left in unsanitary conditions, unhealthy, etc.) the breeder has the right to take the puppy/dog from the owner with no compensation to the owner. The owner will be required to sign the papers over to the breeder. _____

The breeder is to be notified if the owner moves, or if the owner can not keep the puppy/dog for any reason. The breeder has first option to re-purchase the puppy/dog back from the buyer for half of the purchase price. If the breeder does not want the puppy/dog, the breeder is to be notified as to the new owner's name, address, and phone #. The owner is to have the new owner sign this agreement and mail a copy back to the breeder. _____

The breeder is not responsible for any veterinarian bills or other bills the owner may incur after purchase of the puppy/dog. _____

A \$200.00 non-refundable deposit is required to hold your pup. This amount will go toward the purchase price of this puppy/dog. If pups have not been born, meaning we do not produce the puppy you were hoping for, the buyer may transfer his/her deposit over to a future breeding from Dr. J's Kennel. At no time is any monies refunded. The puppy/dog is to be paid in full by the age 6 weeks, if any shipping charges will occur they must be paid in full 1 week prior to shipping. If the puppy/dog is not paid in full by the age of 6 weeks, the puppy/dog will go to another buyer, and no money that has been paid will be refunded. The puppy/dog must be picked up/shipped by 8 weeks of age. If the puppy/dog cannot be picked up/shipped by 8 weeks of age, arrangements MUST be made in advance, at a fee of \$25/week to be paid in full the day the puppy/dog is picked up or before the puppy/dog is shipped. If a puppy/dog is paid in full and no arrangements are made in advance for an extended stay, a fee of \$100/week will be charged to be paid in full before the puppy/dog is picked up/shipped. Personal checks will not be accepted as a form of payment. _____

If delivery is requested by the buyer, it shall be by airfreight, (no C.O.D.) to a designated location. The buyer is responsible for costs of shipping/freight charges, a crate to ship in, insurance during shipment, the Health Certificate and other expenses incurred for shipping, which is not included in the price of this puppy/dog. All shipping expenses must be paid in full before the puppy/dog is shipped. Ear cropping and dewclaw removal is the choice of the owner and is not included in the price of this puppy/dog. _____

Purchase price does include, 1st vaccination and dewormings. _____

This agreement is made and signed by both parties to insure the well being and protection of this puppy/dog. If the buyer breaches any part of this contract/agreement, the seller is released from any obligations under this contract/agreement. I, the purchaser, have read and understand the terms of this contract/agreement. I also understand that if I do not uphold my part of this agreement, the breeder has the right to repossess the puppy/dog at no compensation to the buyer. _____

Sire:

Dam:

DOB _____ **Sex** _____ **Color/markings** _____

Purchase amount \$ _____

Puppy Name (if available) _____

ADBA# _____

New Owners name: _____

Address: _____

City: _____ **State:** _____

Phone #: _____ **Email:** _____

The buyer and seller agree that this contract/agreement will be governed by the laws of the State of Ohio and may not be altered, modified or rescinded unless agreed to in writing by the buyer and seller.

The undersigned agree to uphold all covenants of this contract/agreement.

New Owners Signature _____ **Date:** _____

Breeder/Seller Signature: _____ **Date:** _____
Jackson Cockley of Dr. J's Kennel

Witness to the Agreement (print name) _____

Witness Signature _____ **Date:** _____