

**SAMPLE BREEDER & NEW OWNER CONTRACT AND HEALTH GUARANTEE
FOR PET QUALITY PUPPY/DOG**

KUSHINDA RHODESIAN RIDGEBACK

SAMPLE

**BREEDER & NEW OWNER
CONTRACT
AND
HEALTH GUARANTEE
FOR PET QUALITY PUPPY/DOG**

Effective: July 15th, 2003

Breeders:

Kimma B. Hefner
635 Suburban Drive
Chambersburg, PA 17201
P/F: (717) 267-2030

Dr. Kammi Kai Hefner
Post Office Box 804
Fairmont, WV 26555-0804
P/F: (304) 825-6105

New Owner: _____

Home phone: _____ AM Cell number: _____

Home email address: _____ Fax number: _____

Work phone: _____ Email: _____

for

Rhodesian Ridgeback: Kushinda's _____

Whelped: _____

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A. Puppy/Dog Identification Photographs



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B. Purpose and Scope of Contract and Health Guarantee (CHG)

I. This is a legal and binding contract entered into by Kammi Kai Hefner and Kimma B. Hefner (Breeder), herein after known as the Breeder, and _____ (New Owner), herein after known as the New Owner. Failure to comply with this contract could result in litigation between the Breeder and the New Owner in the Breeder's state and county.

II. The purpose of this BREEDER & NEW OWNER CONTRACT AND HEALTH GUARANTEE FOR PET QUALITY PUPPY/DOG is to describe to the New Owner safeguards and guarantees he can expect from an ethical breeder, demonstrate the integrity of the Breeder, and protect the interests of both the Breeder and the New Owner and, to describe the responsibilities of the New Owner.

III. Inasmuch as the Breeder offers for acquisition a canine animal further described as:

BILL OF SALE

0a Name of Puppy/Dog: Kushinda's _____
0b Call Name: _____
1 Breed: Rhodesian Ridgeback
2 Litter I. D. Number: _____
3 Sex: _____
4 Color: Wheaten
5 Markings: See Photographs
Chest _____
Front Right Foot _____
Front Left Foot _____
Rear Right Foot _____
Rear Left Foot _____
Crowns _____
6 Date of Birth: _____
7 Sire Name/AKC Number: KUSHINDA I-MOTION NYOTA VELDT, JC 1997-1-27
HM68851112 (Dog)
8 Dam Name/AKC Number: KUSHINDA'S ND BRITTON BABEE 1997-3-22
HM70131402
9 Breeder(s) Name(s) Kimma B. Hefner & Kammi Kai Hefner
635 Suburban Dr PO Box 804
Chambersburg, PA Fairmont, WV
17201 26554
10 Date of Acquisition: 00/00/2003
11 Place of Acquisition: Chambersburg, PA
12 Microchip Vendor: _____
13 Microchip Number: _____
14 Tattoo Number: _____

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15 Quality of animal: **Pet – requires spay/neuter**
16 Type of Registration: **LIMITED REGISTRATION**

C. General Agreement Terms

I. Inasmuch as the New Owner wishes to acquire the Rhodesian Ridgeback for the sum of \$____, and \$____ for microchipping under the following warranties and conditions with no other warranties or breeding conditions either expressed or implied thereafter. No ownership part of said animal may be transferred to a third party without prior approval and written consent from the Breeder.

II. Payment Plan. A \$____.00 non-refundable deposit will be applied toward the agreed upon purchase price. Balance is due upon receipt of said animal.

III. Breeder guarantees that the above described puppy/dog is a purebred Rhodesian Ridgeback, registerable with the American Kennel Club (AKC), and that the appropriate registration papers will be given to the New Owner upon completion of requirements stipulated in Section **XXVIX**. A true copy of said animal's pedigree has been provided at <http://www.wendelboe.com/pedigree.html> and a copy is contained in said animal's Kushinda Puppy/Dog Packet.

IV. The Breeder represents the Rhodesian Ridgeback described herein as **PET** quality, being sold on a Pet Contract (spay/neuter is required). This animal is NOT considered to be of show or breeding quality, but is a representative of its breed and structurally and temperamentally suited as a companion and/or obedience dog. New Owner agrees to have said animal neutered/spayed at the age of twelve-eighteen months. **New Owner agrees to contact Kushinda before scheduling the spay/neuter appointment. Contacting Kushinda may be accomplished via email, telephone, or letter.** New Owner agrees to send a copy of the neuter/spay surgery to the Breeder within three weeks after said surgery. New Owner understands that this a requirement in order to receive AKC Registration papers for said animal. *This agreement is in compliance with the Dog Purchaser Protection Act as stipulated in Section (f) 3. 3. 3. [See Appendix A].* **This is a specific requirement in order to receive said animal's registration papers.**

Disclosure of Faults: _____

NOTE: _____

_____ Signature	_____ Date
New Owner: _____ Print Name	

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Signature _____
New Owner: _____
Print Name

Date _____

V. This animal has been thoroughly examined by the Breeder and is found to be in good health at this date. All required inoculations (i.e., Parvo, DHPP) and other preventative care (i.e. wormings) for the animal **required to date**, have been attended to by the Breeder (see animal's Medical Record for exact measures).

New Owner agrees to establish a booster vaccination program and heartworm preventative program with their veterinarian on their first visit.

New Owner agrees to ensure that said animal is **NOT GIVEN a LEPTOSPIROUS shot** until said animal is one (1) year of age or older; unless it is determined by your Veterinarian you are in an area where it is necessary at this early age.

New Owner agrees they have received a copy of said animal's Health Certificate issued by a veterinarian within twenty-one days prior to the date of sale for the puppy/dog or a guarantee of good health issued and signed by the Breeder. In addition, New Owner agrees they have received a copy of said animal's Health Records at the time of sale.

At all times throughout the puppy/dog's lifetime, the New Owner agrees to ensure that said animal is **NOT GIVEN** more than one of the following vaccinations per vet visit:

- 1) Canine Distemper-Adenovirus Type 2 - Parainfluenza-Parvovirus Canine Coronavirus
Vaccine (before one year of age) **or**
Canine Distemper-Adenovirus Type 2 - Parainfluenza-Parvovirus Canine Coronavirus
Vaccine Leptospirosis (after one year of age);
- 2) Rabies;
- 3) Bordatella;
- 4) Lymes;
- 5) Giardia.

New Owner agrees to schedule follow on shots at least two weeks apart.

Signature _____
New Owner: _____
Print Name

Date _____

Signature _____
New Owner: _____
Print Name

Date _____

VI. New Owner agrees that within a period of 48 hours (during normal business days), beginning 12:00 a.m. EST the day following the date of sale, to have said animal examined by a

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veterinarian of his choice who is familiar with the Rhodesian Ridgeback in order to certify the health of said animal. The examination is at the New Owner's expense. New Owner agrees to provide a copy of the veterinarian certification (receipt) to the Breeder within three (3) days of said examination. New Owner agrees to contact Kushinda immediately after this examination with results. **This is a specific requirement in order to receive said animal's registration papers.**

Signature
New Owner: _____
Print Name

Date

Signature
New Owner: _____
Print Name

Date

VII. If after this examination, within the 48-hour period specified previously. If said animal is not found to be in good health by the New Owner's veterinarian the New Owner must immediately notify the Breeder. Should said animal be determined to be in ill health, the cause of which is clearly attributable to the Breeder, the New Owner, upon presentation of written diagnosis from said veterinarian, may elect to return said animal to the Breeder along with all accompanying registration (signed back to the Breeder), pedigree, and information papers for refund of purchase price. New Owner agrees to provide transportation of said animal to return to the Breeder.

Veterinarian's Name, Address, Phone, Fax:

Time & Date of Appointment:

Signature
New Owner: _____
Print Name

Date

Signature
New Owner: _____
Print Name

Date

VIII. Breeder and New Owner agree to the "Dies" and "Attorney General" conditions as stipulated in the Dog Purchasers Protection Act Section (b), (c), (d), (e), and (h). (*See APPENDIX A. Dog Purchaser Protection Act*).

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New Owner agrees they have received a copy of the Dog Purchasers Protection Act (Senate Bill 182) also found at www.paonline.com/PFDC/ - The Pennsylvania Federation of Dog Clubs web site.

Signature
New Owner: _____
Print Name

Date

Signature
New Owner: _____
Print Name

Date

VIX. The Breeder represents the Rhodesian Ridgeback described herein as **PET** quality therefore, no guarantees are offered or expressed or implied after said 10-day period. Breeder does guarantee that all medical precautions have been taken to avoid genetic health problems.

X. New Owner shall assume full responsibility for the health, anatomical make-up, appearance and temperament of said animal upon date of purchase. All kenneling and maintenance expenses will be borne by the New Owner. This includes boarding fees, food, veterinary fees, medication, and transportation fees.

XI. Breeder is willing to give advice to the New Owner in any matter concerning the well being of said animal for the entire life of said animal.

XII. New Owner agrees to take proper safeguards for the care and safety of the Rhodesian Ridgeback sold herein including but not limited to necessary food, veterinarian care, and general care to maintain good and proper health, proper shelter, and adequate exercise (Breeder recommends that said animal should be provided the opportunity to relieve himself every four hours, as a minimum). New Owner agrees to read all written materials supplied with said animal and to become knowledgeable on raising said animal.

XIII. New Owner may never train or use the Rhodesian Ridgeback described herein for fighting or attack purposes.

XIV. **New Owner agrees that if at any time they are unable to keep said animal due to a change in their circumstances and are forced to seek another “new” owner for said animal or due to any other conceivable reason, then at that time the New Owner agrees to notify the Breeder in writing by registered mail.** Breeder has first option of receiving said animal as its next “new” owner before anyone else; and that will be the Breeder's choice. After a one-month period no refund is applicable. **Upon confirmation that said animal is to be returned to**

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XVII. Breeder and New Owner agree to establish some form of communication concerning said animal's well being and overall adjustment to life as a Rhodesian Ridgeback on an annual basis. Breeder requests change of address or telephone notification from the New Owner.

XVIII. New Owner agrees to notify the Breeder in writing in the event of an untimely death of said animal.

XIX. Obligations of the Breeder set forth in this agreement will cease under the following conditions: A. Traumatic injury to said animal, or B. Abuse and/or neglect of said animal, and/or C. Death of said animal.

XX. It is stipulated by and between the parties that failure to comply with the conditions of this BREEDER & NEW OWNER CONTRACT AND HEALTH GUARANTEE FOR PET QUALITY PUPPY/DOG will result in the said animal being returned permanently to the Breeder, at the New Owner's expense. Any legal fees resulting from this purchase will be solely borne by the New Owner.

XXI. Breeder and New Owner understand and agree to all terms and conditions of this contract, and therefore sign in agreement thereto. This Sale Contract Agreement shall be governed by the laws of the state of West Virginia and Pennsylvania to the exclusion of any other forum and constitutes the entire agreement between the parties. New Owner agrees not to question the face value of intended statements contain within this contract. New Owner agrees that the Breeder has final say on all interpretations of intended statements.

XXII. New Owner understands that the Breeder requires attending one Puppy Kindergarten classes and one Basic Home Obedience classes. New Owner understands that the Breeder requires obtaining the America Kennel Club's Canine Good Citizenship certificate **These are specific requirements in order to receive said animal's registration papers.**

XXIII. New Owner understands that the Breeder recommends keeping said Rhodesian Ridgeback "lean" in weight throughout their life. New Owner agrees to provide annual updates in January on said animal's physical stature: height measured in inches at the withers and weight in pounds (as weighed using a weight scale).

Signature

Date

New Owner: _____
Print Name

Signature

Date

New Owner: _____
Print Name

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XXIV. New Owner understands that the Breeder encourages participation in Lure Coursing. If in the event, that said Rhodesian Ridgeback does course, at a minimum the New Owner will attempt to pursue the AKC's Junior and Senior Courser titles. If the New Owner does participate in Lure Coursing with said animal, New Owner agrees to do so under the complete advice and guidance of the Breeder on all aspects of the sport (i.e., practice, training, weight, conditioning, strategy, competition).

New Owner agrees to contact Kushinda if they decide to lure course (test, trial or practice) before going the first time.

XXV. New Owner agrees to keep said puppy/dog on the brand-specific of food, feeding amounts, vitamins, vaccination, and vaccination scheduled recommended by Kushinda for a minimum of three (3) months after the puppy/dog is acquired. Any exception to this shall be discussed and agreed upon in advance with Kushinda. **Otherwise, all health guarantees are null and void as set forth in this Contract and health Guarantee.**

For lifetime: New Owner agrees to keep puppy/dog on NuVet Plus™ at the dosage recommended by the manufacturer for Ridebacks for their entire lifetime. NuVet Plus™ is available from NuVet Labs™ 800 474 7044 order code 35386.

From birth to 6-12 months: New Owner understands that Kushinda highly recommends keeping a puppy on PEAK GROW until at least 6 months of age. PEAK GROW is available from Kushinda, or other sources. Use minimum of one 7lb container.

From 6 months to lifetime: New Owner agrees to keep puppy/dog on Dog Bloom VM Supreme at the dosage recommended by the manufacturer for Ridebacks for their entire lifetime. Dog Bloom is available form The Nature's Pharmacy at 800 733-4981, or other sources.

From 6 months to lifetime (For Performance Dogs): New Owner understands that Kushinda highly recommends keeping a puppy on PEAK PERFORMANCE. PEAK GROW is available from Kushinda, or other sources

Signature Date

New Owner: _____
Print Name

Signature Date

New Owner: _____
Print Name

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XXVI. New Owner agrees to Microchip said puppy/dog within six (6) months after the puppy/dog is acquired. New Owner agrees to provide a copy of the Microchip Certificate (indicating Vendor and Microchip number) to the Breeder within three (3) days of said procedure. **This is a specific requirement in order to receive said animal's registration papers.**

Signature Date

New Owner: _____
Print Name

Signature Date

New Owner: _____
Print Name

XXVII. New Owner agrees to implement all pre-cautions and actions in maintaining and promoting a positive image for Kushinda, its mission and goals, Kushinda puppies/dogs, other Kushinda Owners, etc.

Signature Date

New Owner: _____
Print Name

Signature Date

New Owner: _____
Print Name

XXVIII. New Owner agrees to subscribe to the Yahoo! Group (or comparable email group list): AKushindaRideback located at <http://groups.yahoo.com/group/AKushindaRidgeback/> (if Internet accessible) and remain subscribed throughout the lifetime of the puppy/dog.

XXVIX. New Owner agrees to forfeit their right temporarily to obtain said animal's Registration Papers within 120 days from the purchase date. New Owner understands that the papers will not be provided within 120 days from the purchase date. New Owner understands that the dog cannot be returned for a full refund nor can the New Owner keep the puppy/dog and receive a 50% refund because the Breeder has not given the New Owner said animals' Registration Papers with the 120 days from the date of purchase.

Instead, New Owner understands that providing proof of meeting the following requirements must be shown in order to receive said animal's AKC Registration papers (as stipulated

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previously in this Contract and Health Guarantee):

- _____ 1. Veterinarian (receipt) within 48 hours of date of sale (Section C Paragraph VI).
- _____ 2. Attendance of one Puppy Kindergarten class (Section C Paragraph XXII).
- _____ 3. Attendance of one Basic Home Obedience class (Section C Paragraph XXII).
- _____ 4. Obtain CGC Certificate (Section C Paragraph XXII).
- _____ 5. Microchip Certificate (Section C Paragraph XXVI).
- _____ 6. Spay/Neuter Certificate (Section C Paragraph IV).

New Owner agrees that if registration is required for showing, coursing or to support competing in any other Performance Event before the six requirements listed above have been met, the said animal will be registered in Kimma B. Hefner and Kammi Kai Hefner (as co-owners) and the New Owner's names. The registration will be LIMITED REGISTRATION.

Signature Date

New Owner: _____
Print Name

Signature Date

New Owner: _____
Print Name

XXVX. New Owner understands that **Kushinda** highly recommends that a fenced-in yard (not a 10'by10' run) be available for the puppy/dog to ensure appropriate exercise and to prevent unnecessary accidents with cars. New Owner agrees to provide puppy/dog access to an appropriate fenced-in area throughout the lifetime of the puppy/dog.

Signature Date

New Owner: _____
Print Name

Signature Date

New Owner: _____
Print Name

