

Fairytail Dalmatians
Co-ownership pet/companion contract

This Agreement made on the _____ day of _____, 20____ by
and between:

Breeder/Seller Information:

Name: Tiffany Wooton

Phone: 208-604-6697

Email: tgepford13@gmail.com

Address:

City, State, Zip: _____ Sierra Vista AZ 85635

The above hereinafter referred to as "Seller" and is a party to this agreement. Sellers'
Initials certifying they have provided true and correct
information: _____

Buyer Information:

Name:

Phone:

Email:

Address:

City, State, Zip:

The above hereinafter referred to as the "Buyer" and is a party to this agreement.
Buyers' Initials certifying they have provided true and correct
information: _____

Puppy/Dog Information: _____.

Registered Name: _____.

Registration #: _____.

Date of Birth: 12-15-2021

Call Name: _____.

Sex: _____.

Microchip #: _____.

Sire: CH GrCH Chelsea Hollytree JLS Camden

Reg. #: NP58348204

Dam: CH Dreamworks Shikon Jewel BCAT

Reg. #: NP44146802

The above hereinafter referred to as the "Dog" and is the subject of this agreement. Buyer shall initial each section certifying they have read and understand everything within that section.

Terms and Conditions

1. Payment of Purchase

- a. Seller agrees to sell co-ownership to Buyer, the above named Dog for the amount of \$ 2,500 , which is due in full before the Dog is placed in possession of the Buyer.
 - b. Buyer is responsible for any and all fees associated with payment transfers and shipping for named Dog.
 - c. Our preferred method of payment is by Cash, Money Order, Cashiers check from your bank, or online through gooddog .
 - d. If the Dog becomes unavailable due to sickness, death or **any** other circumstance/ reason decided by the **Breeder**, any monies paid by the Buyer will be refunded.
 - e. Buyer acknowledges and agrees that they forfeit any rights to the Dog if:
 - i. Buyer fails to pay the complete Purchase Price prior to transfer of the Dog.
 - ii. Buyer placed a deposit and backed out for any reason.
 - iii. Buyer provided false information.
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General Terms

- a. This Dog is being sold to the Buyer as a Companion/Pet with Non-Breeding terms.
- b. This Dog may have the potential for successfully competing in Canine Performance activities or competitions as appropriate for their breed. Including, but not limited to: Lure Coursing, FCAT, Scent work, Agility, Dock Diving, Rally and Obedience. Buyer understands that Performance potential does not guarantee how the Dog will perform, or that they will achieve any titles. The Seller has no control over the training, conditioning and competition of the Dog.
- c. The Buyer accepts the risks and responsibilities of training the Dog; and the Buyer acknowledges that they have sole responsibility for ongoing, lifetime socialization & training as appropriate for its age and level.
- d. Temperament is a product of many things, not simply genetics, & Buyer accepts that much of a dog's temperament or eventual adjustment is determined by the skill & patience of its owner(s) & how it is raised or integrated into the new home/situation.
- e. Seller in no way warrants that the Dog will meet any specific training objective or achievement standard as desired or expected by Buyer. Goals are great things to have, but one cannot warrant luck, the future, training skill & the myriad of other things, which must be in place to achieve most goals. The accomplishments of a dog are also largely the result of training & the relationship between owner and dog. These are not things the Seller can control, therefore; are not things the Seller will warrant.

f. Seller shall not be held responsible for the development of any disqualifying faults, diseases or disorders. _____ .

Registration Policies

- a. Seller has registered this Dog with the American Kennel Club (AKC) & any altering or attempt to alter the AKC paperwork in any way, including but not limited to, registered name, changing limited to full, or ownership, is an immediate breach of contract.
- b. Seller shall remain as co-owner of the Dog.
- c. Seller has had a Microchip implanted with the AKC Reunite. It is the Sellers responsibility to register the Chip within 60 days of receiving said dog. The Sellers name shall be used as a secondary emergency contact on the Microchip, with the Buyer as primary contact. Any attempt to not include/remove Seller from the Microchip contact information, is an immediate breach of contract.
- d. If the Dog is to be registered with any additional registries (UKC, CKC, FCI etc.), the name and owners will be as it was written on the AKC original registration for any and all additional registries.
- e. Buyer will not have the Seller's Kennel name of "Fairytails" removed from any and all registrations.
- f. This Dog will not be registered as another breed with any other registry. In addition, this Dog cannot be used in the creation of a New, Rare or Designer breed. Any such action is an immediate breach of contract.

Seller's Representations

- a. Seller is the legal and true owner of the Dog and has full right and authority to sell the Dog.
- b. The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- c. Seller guarantees that the Dog is a purebred Dalmatian, offspring of a purebred sire and dam as set out on page 1 of this agreement.
- d. No guarantees are expressed or implied or are made by Seller that the Dog will remain free from injury, illness or other health conditions once the Dog has left the Sellers' care or throughout his lifetime.
- e. Seller will always keep current contact information listed on a public forum in case Buyer needs to reach them.

Buyers Representations

- a. Buyer agrees that the Dog is being bought for myself and will not be sold, adopted, or given to another party, without notifying Seller and giving Seller the option of taking the Dog back.
 - b. Buyer agrees that this Dog is to be a companion animal. The Dog will live inside the home, not outdoors.
 - c. Buyer agrees that this Dog is never to be kept regularly chained, allowed to run free & not be left unattended, except in a fenced yard or enclosure while exercising.
 - d. Buyer agrees to care for the Dog in a humane manner and be a responsible animal guardian. This includes supplying high-quality food, water, shelter, attention and necessary veterinary medical care, and being merciful in discipline.
 - e. Buyer agrees to daily exercise and socialization in amounts appropriate to the age of the Dog.
 - f. If the Buyer moves from the address stated above, the Buyer shall, within 60 days of the address change, provide the new address and telephone number to the Seller.
 - g. Buyer agrees to provide at least yearly updates on the Dog, its care, and any notable events. This includes sending up to date photos/videos so Breeding can see confirmation. Permission will also be given to Seller for use of any & all pictures, video, print, biographical information & other media for Seller to use on a personal public forum, including but not limited to Sellers website and Social media.
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Veterinary Care and Nutrition

- a. Dog is up to date on vaccinations and worming at the time the Buyer takes possession. Included in the packet is a record that lists exact dates and types of vaccinations/worming were given. It is important that the Dog receives the necessary vaccinations to keep it protected against infectious canine diseases. It is recommended that you follow your vet's recommended vaccination schedule with this Dog.
- b. Buyer agrees to follow all local, state and Federal laws concerning canine Rabies vaccinations.
- c. Seller is not responsible for any communicable diseases or reactions from vaccinations once the veterinarian has cleared the Dog in the initial check up as outlined in this contract.
- d. Buyer agrees to keep the Dog current on all veterinary care, including shots, deworming, flea, tick, & heartworm treatment (as recommended by a vet), and seek appropriate care in the event of injury or illness. Buyer is responsible for any & all veterinary expenses incurred while in their care.
- e. Buyer agrees to not allow the Dog to become obese or malnourished, but maintained at a healthy weight.

f. In the event of an accident or injury, the Buyer agrees to immediately inform Seller of condition, diagnosis, and recommendations. The Seller also has the right to request release of records for review &/or discuss with their personal veterinarian or specialist if necessary.

g. Buyer agrees to feed a premium quality kibble (or raw) diet for the life of the Dog. Keep in mind Dalmatians must have a low purine diet to help prevent urinary stones.

h. Buyer agrees NOT to take the Dog to parks, pet stores or other public places until they have had all recommended vaccinations and the risk of contracting communicable diseases are minimized.

Health Warranties

a. Seller guarantees the Dog is in good health and free of communicable diseases at the time of this sale. The Dog has had one or more set of shots and deworming as scheduled depending on the date of possession. See Medical records for details. Buyer has 72 hours (excluding Sundays) from possession to have the Dog examined by a licensed Veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the Veterinarian, for a full refund. Failure to do so is an acceptance of health, anatomical make-up, appearance & temperament. If the Buyer chooses to keep the Dog, no replacement will be given and all medical costs and treatment are the sole responsibility of the Buyer.

b. If the Dog is believed to be affected by a health condition upon initial examination, the Seller has the right to request a second Veterinary opinion. The Buyer must provide proof of the examination and all diagnosis with all phone numbers & names of treating Veterinarians.

c. If prior to the Dog's second (2) birthday, the Dog is found to have a hereditary crippling and/or disabling defect that adversely affects the Dog's quality of life and renders it unsuitable as a companion, the Dog may be returned to Seller, with written proof from a licensed veterinarian or certifying organization of the defect, for a replacement. If the dog has a defect due to an injury obtained and/or improper healthcare while in Buyer's care, no warranties are expressed. Seller reserves the right to obtain a second opinion within 30 days of notification. In the event of the death of the Dog due to a crippling/disabling defect, a formal necropsy is required and results must be submitted to the Seller accordingly.

d. Seller does not warrant any condition, which is deemed by a veterinarian to be a normal aspect of a geriatric age, improper healthcare, communicable disease, abuse/neglect, or conditions related to an injury. This guarantee is only valid if the following conditions are met, and proof therein is provided to the Seller: i. The Dog is not altered before the Seller's recommended age. ii. The Dog is fed a premium quality diet. iii. The Dog has been vaccinated according to vet recommendations. iv. The Dog

has not been allowed to become obese or malnourished. v. The Dog has not contracted a communicable or preventable disease. vi. The Buyer has not violated any other provision of this agreement.

Return Policy

- a. If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for this Dog, the Buyer agrees to contact the Seller FIRST. The Buyer is required to inform the Seller of such an issue as soon as possible.
 - b. The Seller always gets first right of refusal upon the decision made by Buyer to re-home the Dog sold to them by the Seller. It is clearly stated and understood by the Buyer that returning the Dog with its papers and acceptance by the Seller does not implicitly imply a refund. The Seller is in no way responsible to purchase the puppy back. If there is a refund (as we try and place our dogs in forever homes), the amount shall be determined by the Seller in its sole discretion at a later date. Transportation of the dog back, vet checks, or any training needed for the dog will play a role in any price paid back to the Buyer once the dog is rehomed. Buyer acknowledges that a refund amount may be significantly less than the Dogs purchase price depending upon age, training, and condition of the dog.
 - c. If the Seller, for whatever reason, is unable to take the Dog back, the Seller must approve in writing, the new home for any Dog sold/rehomed by the Seller. Such permission shall not be withheld unreasonably, but Seller has the exclusive right to determine the suitability of any potential subsequent owner. If any such placement occurs, the new owners must complete and sign a copy of this agreement.
 - d. In the event of relinquishment, the Buyer agrees to either transport Dog to the Seller, or pay the transportation fees to Seller. If Seller pays for the transport back any refund the Buyer would have gotten back; fees will be taken out of that.
 - e. Buyer agrees that at the time of transfer of the Dog back to Seller any and all registration papers and medical records will be turned over to the Seller, and all necessary paperwork will be signed transferring ownership back to the Seller. Registration of Microchip or other permanent form of identification will be transferred to the Seller. All transfers must be completed upon transfer to Seller.
 - f. Buyer agrees that at no time will they sell, give, trade, lease, foster, adopt, place, have someone watch long-term/indefinitely, re-home, or euthanize this Dog to any person, business or organization, including taking it to a shelter or rescue.
 - g. If Seller is not notified regarding a transfer of Dog in any such way, it will constitute a breach of contract.
 - h. In the event of Buyer's death, family or power of attorney should notify the Seller immediately.
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Non-Breeding

- a. Buyer agrees that this Dog has been purchased without breeding rights.
 - b. Buyer agrees that this Dog must be sterilized (spayed or neutered) no later than the age of 24 months (2year). Not before 12 months in age from birth & with a preference of 16 months to 24 months. Proof must be submitted to Seller within 7 days from procedure. If done before the age of 12 months Seller cannot warrant any health guarantees.
 - c. Buyer understands that the Seller retains a vested interest in all dogs bearing the "Fairytail" Kennel name, & that as such, any unauthorized breeding of dogs bearing the Sellers name or Kennel name, negatively affect & damage the Sellers reputation & the value of the Sellers' dogs. Because of the foregoing, the parties agree that no dogs bred by Seller or any dogs bearing her Kennel name, will ever be bred without prior approval by the Seller.
 - d. Should any breeding occur, whether intentional or accidental, without Sellers notarized consent, it constitutes a breach of contract. In addition, the violation will be valued at a fine of \$1,250 per puppy produced given to Seller. Along with a \$5,000 penalty paid to the dogs Sire's owner, due to damages as well. The Buyer agrees breeding is a breach of contract and the Seller has the right to repossess the Dog if such a violation occurs. Any offspring that occurs from this Dog shall NOT be approved for registration through the AKC or any other registries. Such offspring shall not be offered for sale to dog dealers, pet shops, their agents or any testing facility, medical or otherwise.
 - e. If Buyer suspects their female dog is pregnant, Buyer will make significant effort to return the Dog to the Breeder. At Buyers expense and before she whelps, along with all papers and any claim to the dog and any puppies she is carrying in lue of the find owed to Seller. If any damages incur to the dogs sire's name, the fine of \$5000 will still be owed to them.
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Delivery of Dog

- a. Shipping is available at Buyers expense plus crate & veterinarian health clearance certificate, which usually around \$500.00
 - b. Seller may choose to personally deliver the Dog to their new home, or to meet the Buyer at an agreed location. Delivery fees will be mutually agreed upon.
 - c. Dog will be available for release to the Buyer no sooner than 8 weeks from birth. This date is based on when the Dog will be completely weaned from Mother ,has received at least the first set of vaccinations, and been evaluated.
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Legal Disclaimer

- a. Buyer and Seller accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the Dog.
- b. Buyer agrees to agreement regarding the above-described Dog under the stated conditions.
- c. Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.
- d. This Contract/Agreement are only implied between the Seller and the original Buyer, NOT to a third party.
- e. Seller reserves the right to enforce this contract in order to protect the welfare of the dog.
- f. The Buyer further expressly agrees that the Seller may repossess the Dog upon any evidence of neglect and/or abuse, or upon any breach of this agreement, at no expense to the Seller and with no refund of any monies to the Buyer. Buyer shall relinquish dog within 24 hours of said breach.
- g. In the case of Breach of any part of this agreement, Buyer is subject to legal action & will be responsible for any and all expenses incurred, including legal fees & any additional expenses. In addition, a penalty of \$5,000 could be owed additionally on top of legal fees to Seller by Buyer in the event of a breached contract.
- h. Should the Seller need to seek legal action against Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any and all attorney costs, court fees, and other legal fees incurred in the process of enforcing this contract or of repossessing the Dog.
- i. If any action or failure to act on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death or liability, Buyer agrees to defend, indemnify, and hold Seller harmless from liability and/or judgment. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Buyer, including damage to or destruction of property and injury to any person.
- j. Any action or claim brought forth in regards to any part of this agreement, or for loss due to negligence must be brought within 1 year of the date such claim or loss occurs.
- k. This agreement shall be governed by and construed in accordance with the laws of the State of Arizona, in the County of Cochise. Any legal matters will be filed in the stated county. The terms of this contract constitute the entire agreement between the Buyer and the Seller at the time of sale. This Agreement shall not be amended or modified except by both parties in writing and signed in the presence of and certified by a Notary. No other written or verbal statements expressed or implied shall alter this agreement.

Signature of Buyer

Date

Signature of Seller

Date