

Lookout Danes

Purchase Agreement and Guarantee

SAMPLE CONTRACT ONLY

PLEASE READ ENTIRE AGREEMENT COMPLETELY BEFORE SIGNING.

ATTENTION: You must print (2) two copies of this contract, fill out and sign both copies and return both copies to me the breeder. Once your chosen puppy leaves our care, I will send your signed copy back to you the buyer. This contract contains color and must be printed with color ink. All buyer information must be filled out completely when contract is returned. Please do not use pencil to fill out contract, use only black or blue ink pens.

This agreement, made on this the _____ day of _____, 20____, regarding the sale of the following puppy, by and between breeder, Julie K. Nelson, herein after referred to as (breeder) and buyer _____ herein after referred to as (buyer).

NO WARRANTIES OR GUARANTEES EXPRESSED OR IMPLIED ARE MADE UNDER THIS CONTRACT EXCEPT AS STATED BELOW. LOOKOUT DANES HAS THE RIGHT TO REFUSE THE SALE OF ANY PUPPY TO ANYONE AT ANYTIME WITHOUT REASON. A SIGNED AGREEMENT DOES NOT GUARANTEE A PUPPY. LOOKOUT DANES HAS THE RIGHT TO TAKE BACK POSSESSION OF ANY PUPPY IF THIS AGREEMENT IS BROKEN OR PUPPY IS BEING NEGLECTED OR ABUSED. ANY AND ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT.

This agreement and guarantee applies to the ORIGINAL puppy and ORIGINAL buyer ONLY, and is non-transferable to a second party, NO EXCEPTIONS!!

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PUPPY INFORMATION

CHOSEN AKC REGISTRATION NAME: L O O K O U T D A N E S _____

_____ / additional spaces- _____

_____ We must have the puppy's registered name before it leaves our care.

Name choices are limited to (36) characters. Spaces between words, hyphens and apostrophes are counted. NOTE: Effective February 1, 2008 the AKC is testing a pilot program that allows for the registered name of a dog to contain up to (50) characters. An additional fee of \$10 will be incurred when more than (36) characters are chosen.

CHOSEN CALL NAME: _____

You must register your puppy within (60) days from the date you pick up the puppy, regardless of show or pet quality. If puppy is NOT registered within (60) days, then I the breeder have the right to register the puppy in my name.

Breeder certifies that this puppy is eligible for registration under the Regulations of the American Kennel Club as a purebred Great Dane and will provide forms for such registration unless otherwise stated. Breeder reserves the right to affix the kennel names "Kennel Prefix" and supply a registry name for the puppy. Affixed Kennel name will be (Lookout Danes). Buyer is responsible for supplying the rest of the puppies name.

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REGISTRATION INFORMATION

TYPE OF REGISTRATION: American Kennel Club (AKC). Both the buyer and the breeder agrees that this puppy will only be registered with AKC - American Kennel Club, and **NO** other clubs.

Full Registration: _____ Limited Registration: _____

Breed: **GREAT DANE**

Sex: _____

Litter Registration #:

Date of birth:

Color of puppy: _____ Markings: _____

PARENT INFORMATION

Sire:

AKC Registration #:

Color:

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Dam:

AKC Registration #:

Color:

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PURCHASE INFORMATION

Purchase price: \$ _____ Vet Health Certificate: Yes: ____ No: ____

Deposit is \$300 and is also **NON** refundable, unless I decline you. **NO** personal checks accepted, **NO EXCEPTIONS!** Deposit must be received within three (3) business days. If agreement and deposit are not received by 5pm on the 3rd business day, then the puppy chosen will then be sold to the next buyer. Signed agreement and any payments are to be sent overnight, express mail or certified letter that breeder **MUST** sign for. This protects you the buyer and I the breeder. Once the deposit and agreement have been received the puppy of choice will then be marked "deposit paid". After the remaining balance is received the puppy will then be considered sold. **ALL** puppies will remain at Lookout Danes until eight (8) weeks of age.

Should something happen to the puppy while still in breeders care, buyer will be offered a replacement puppy (same sex and color) if one is available. Should there not be one available, buyer will have first pick of the next litter born. Should buyer decline a replacement puppy, any money already sent to breeder will **NOT** be refunded.

Deposit Amount Paid: \$ _____ Date Paid: _____

ABOVE PART TO BE FILLED OUT BY BREEDER ONLY.

AGREEMENT

Filling out and signing this agreement buyer agrees to follow the terms and conditions of this contract as they are stated. Buyer understand that if ANY of the terms and conditions of this agreement are broken by the buyer, this agreement will then become VOID.

Breeder guarantees puppy to be in good health and has received all age appropriate vaccines, worming and veterinarian health exams at the time of this sale. Breeder does NOT guarantee against diarrhea, wormy stool, Coccidia, internal or external parasites (including mange), ear mites, fleas and or ticks, puppy acne or anything caused or brought on by stress due to shipping or new home environment. Breeder is not responsible for any surgeries performed on puppy that result in death. Any other minor problems are not covered under this agreement. Buyer agrees to have puppy checked out by veterinarian within seventy-two (72) hours from time of pickup. ALL results of veterinarian visit are to be sent to and received by the breeder within seven (7) days from the date buyer picked up puppy. Should buyer not comply, then any and all health guarantees stated in this agreement become VOID. Breeder is not responsible for any accidents or bone growth problems that may occur due to poor nutrition and care once the puppy has left the care of the breeder.

Breeder guarantees puppy to be free of any genetic hip (genetic hereditary hip dysplasia) disorders for the first two (2) years from date of birth. Should puppy be diagnosed with hip dysplasia, buyer may then chose to pick a replacement puppy if one is available, ONLY if the puppy has not been bred. If a replacement puppy is not available at that time, buyer may then chose to pick from the next litter, a puppy of the same sex and color as original puppy. If a replacement puppy is not desired, then the breeder will then choose a puppy, and all money received will be paid to the buyer, up to but no more than the amount buyer paid for original puppy. In order for buyer to receive a replacement puppy or refund the buyer must provide to the breeder proof of diagnosis from two (2) unassociated veterinarians dated within three (3) days of each other and must be received by the breeder within the same week.

The original puppy must be spayed/neutered and proof of such must be sent to the breeder.

Breeder does not guarantee the fertility, size or conformation of puppy or any of it's offspring. Breeder agrees the puppy is of good temperament at the time of sale and transfer.

Buyer agrees not to breed puppy until he/she has been OFA Certified at (2) two years of age. Buyer agrees that this puppy (regardless of sex) will ONLY be bred to a health tested and OFA Certified in hips with passing marks BEFORE breeding takes place, AKC registered Fawn or Brindle Great Dane with at least but not limited to (3) three generations color pure bloodline, and according to AKC standards. NO other colors, mixed colors or registry acceptable!

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Buyer agrees to send regular updates, via email or phone, to the breeder (3) three weeks after receiving the puppy and every (3) months starting from the time the puppy leaves breeders care and continuing for the lifetime of the puppy. Photos of the puppy are not required, but would be greatly appreciated and will be added to the websites Current/Past Puppy Photos page.

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Buyer agrees to provide updated contact information to the breeder at the time of change so that the breeders records may be updated.

In the event that you the buyer are unable to keep the puppy, or provide an appropriate home in accordance with this agreement, the puppy will be returned to the breeder free of charge. Buyer agrees to notify me the breeder if any such occasion should arise. This puppy is **NOT** to be given away or resold to another party without breeders knowledge and must require hand written permission from me the breeder. Under **NO** circumstances is this puppy to be turned over to a shelter or rescue facility at any time. I the breeder will always be available as a safe haven or alternative home for any and all puppies we sell regardless of age, sex or circumstances for the lifetime of **ALL** puppies or dogs.

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BREEDER INFORMATION

The breeder neither expresses nor implies any warranties or guarantees other than those written in this agreement/contract. This document constitutes the entire agreement between the breeder and the buyer with respect to this sale. The buyers signature below indicates that he/she has read, agrees and understands all the conditions of this sale/contract.

Breeder: **Julie Nelson**

Address:

City: **GADSDEN** State: **ALABAMA** Zip Code:

Home Phone: **256-305-2118**

Email: lookoutdanes@comcast.net

Website: <http://www.lookoutdanes.com/>

Breeder Signature: _____ Date: ____ / ____ / ____

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BUYER INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Home Phone: _____ Cell Phone: _____

I have read and understand that by signing this document, I agree to all the terms and conditions of this agreement as they are stated. I also understand that if for any reason I do not comply with these terms and conditions, this agreement becomes void.

Buyer Signature: _____

Date: ____ / ____ / ____