

FARM PASTURE DANES PUPPY PURCHASE AGREEMENT and CONTRACT

Please Print Out 2 Copies, Fill Both Copies Out and Mail Both Copies Back To Me. When your puppy leaves my care you will be sent/given one of the copies.

Pamela Davis of Farm Pasture Danes has the right to refuse anyone at any time, signing this contract does not guarantee you a dog or puppy. All buyer info must be filled out when contract is returned. Please fill this contract out with a bold point pen, If this contract is filled out in pencil this contract will be denied. Sale of the dog/puppy described below is made subject to the following terms and conditions.

This agreement, made on this date _____ / _____ of _____ Regarding the sale of the following dog/puppy: By and between (Breeder) Pamela Davis herein after referred to as Breeder and Buyer #1: _____ and or Buyer #2 Co-Owner: _____ herein after referred to as Buyer/Purchaser/Owner.

CHOSEN AKC REGISTRATION NAME: F P D , _____ / additional spaces - _____

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

All puppies regardless of registration status will be registered online by me (Breeder). Registration fee is **\$40** and must be paid at time of pick up or before shipping. Full Registration - Once your puppy leaves my care I will register your puppy online. Once AKC processes your application, AKC will then forward you your puppies AKC papers and pedigree package. Limited Registration - Your puppy will be registered online when the puppy leaves my care and then once I receive vet documented proof that your puppy has been spayed or neutered I will then mail out your papers.

The breeder reserves the right to affix the kennel name "Kennel Prefix" and supply a registry name for the dog. Affixed Kennel Name will be (Farm Pasture Danes or FPD) (Buyer) will supply the rest of the puppies registered name.

TYPE OF REGISTRATION: American Kennel Club AKC. This dog/puppy can only be registered with AKC -American Kennel Club (buyer can not register this puppy with any other clubs).

Full: _____ Limited: _____ No Papers: _____ Breed: **Great Dane** Sex: _____
Date of birth: ___/___/_____ Color of dog/puppy: _____
Markings of dog/puppy: _____

Any puppy sold on Limited or with no papers must spay or neuter the puppy no earlier than 8 months of age and no later than 13 months of age and send vet report to me (breeder) within 7 days of the date of the surgery.

Initial: _____

Parents of dog/puppy:

Sire Name: _____ AKC registration#: _____ Color: _____

Dam Name: _____ AKC registration#: _____ Color: _____

Purchase price of dog/puppy: _____

Shipping Price if applicable: _____

Are we holding this puppy past 8 weeks of age? Yes / No

If (Yes) please give date of pick up or ship out! _____

Deposit: \$300.00 Non Refundable Unless I Decline You. Must be sent over night express mail that requires my signature!!

If a deposit is being taken before a breeding and the bitch fails to conceive or conceives and losses the litter then you will have to wait until next litter is available. There will be **no refunds!**

Deposit amount paid: _____ **No personal checks allowed.**

Type of payments accepted: Cash, United States Postal Money Order, Wal-Mart Money Gram, Western Union, Wal-Mart Money Order

All shipping cost and your chosen puppy must be paid in-full before the puppy is 7 weeks of age. If purchasing after the age of 7 weeks all funds must be paid one week before shipping or paid at time of pick up.

If picking puppy up in person final payment must be CASH.

All parties must fill out their required Information, sign, date and return to me the (Breeder) along with your 300.00 dollar non-refundable deposit **Over Night Expressed Mail That Requires My Signature.** When I the (Breeder) receives your contract filled out correctly along with your \$300.00 deposit, I will then mark the puppy as (Sold). Please keep in mind that I the (Breeder) have the right to refuse a sale or cancel a sale at any time. If I the (Breeder) decline you a sale of a dog/puppy then I the (Breeder) will return your deposit and any other funds that were received by me with - in 60 days from the decline. If you the (Buyer) should decide for whatever reason that you do not want or can not get this dog/puppy then the deposit and any funds already received by me will not be re-funded. The dog/puppy in question must be picked up by 8 weeks of age, if the dog/puppy in question can not be picked up by 8 weeks of age then there will be a **\$20.00 charge per week** to care for your dog/puppy which must be paid at the time of pick up or before shipping. This fee will cover any additional shots and or vet appointments he/she may need. (Breeder) will only hold the puppy until 12 weeks of age, if the puppy is not picked up or shipped out by 12 weeks of age then (Buyer) forfeits all money paid on the dog/puppy in question and the puppy will go back up for re-sell. Please keep in mind shipping cost will go up to \$400 if we hold the puppy past 10 weeks of age.

I the (Breeder) GUARANTEE the health of this dog/puppy at the time of sale and shipment. If something should happen to this dog/puppy while still in the (Breeders) care then a replacement dog/puppy will be offered if one is available. If there is no available dog/puppy, then the (Buyer) may choose to wait for the next litter and pick out a puppy of their choice. The price of the new

puppy will still have to be paid minus the amount you have already paid on the previous puppy. If (Buyer) chooses to decline or refuse this offer then there will be No refund given.

Initial Health Exam: (Buyer) is required to take this dog/puppy to a veterinarian within 48 hours of receiving for a get-acquainted visit and check-up. The results of this checkup must be received by the breeder within 7 days from the date of the exam. If I the breeder do not receive the veterinarian documented proof of this exam within the time mentioned above, then the hip guarantee only will become null and voided. Please make your appointment before picking the puppy up to insure the puppy gets seen in the time stated above. (Breeder) does not guarantee against hypoglycemia or any other common problems such as diarrhea, wormy stool, Coccidia or Coccidiosis, ear mites, internal and external parasites including mange, fleas and or ticks, acne, stress due to shipping or new home. Other minor problems are not covered under this guarantee and are the responsibility of the (Buyer). Puppies are susceptible to pneumonia and other infections due to drafts, cold temperature and stress from shipping etc. They are vulnerable to viral infections including Parvo and Corona virus. Any and all of the above mentioned Minor or Major problems need to be checked by a Veterinarian and advise for treatment followed.

This dog/puppy will have a vet check-up as well as nail trimmings, he/she will be up to date on all age appropriate shots and wormed by (breeder) before leaving to its new home. It is the (Buyers) responsibility to complete the puppy infant vaccination series and annual boosters. (Breeder) is not responsible for any accidents or bone growth problems due to poor or improper nutrition that may occur after this dog/puppy has left the care of the (Breeder).

Initial: _____

Breeder's Warranty: This dog/puppy is GUARANTEED to be free of genetic disorders of the hips for a period of 24 months from its date of birth. If this dog/puppy becomes ill with Hereditary Hip-Dysplasia within the first 2 years of its birth date then your dog/puppy will be replaced with a puppy from the next available litter provided that this dog/puppy has been spayed or neutered. Proof is required from a vet before this transaction will be set forth. If the price of the new puppy is more than the price in this contract you the (Buyer) will have to pay the difference in puppy price. (Buyer) must pay the shipping fee for the replacement puppy. If (Buyer) chooses not to except another puppy then no refund will be given. Buyer must provide Breeder with proof of hip dysplasia through documentation from PennHIP and OFA, including films and any and all veterinary reports associated with hip dysplasia diagnosis. Breeder reserves the right to obtain a second opinion of diagnosis by the vet of our choice. There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The buyer assumes the responsibility for the care and feeding of this dog/puppy. This guarantee is non-transferable to future owners of the dog. (Buyer) will provide me the (Breeder) with all that is stated here-in before this transaction is set forth.

Initial: _____

Great Danes should never be put on a puppy food. Large/giant breed puppy food is fine. You the (Buyer) agrees to give proper care emotionally, physically and nutritionally (Buyer) also agrees not to feed this dog/puppy any supplements, calcium or vitamins unless specified by me the (Breeder), it is the (Buyer) responsibility to maintain this. This dog/puppy will receive an excellent diet. (Excellent diet is not grocery store brand food).

I the (Breeder) do not provide or give any Guarantee on a puppy that is evaluated as (Show Potential) will be successful in the show ring and no warranties are made to that effect.

(Breeder) does not guarantee fertility, size or confirmation of this dog/puppy. (Breeder) does not guarantee sex, color, size or confirmation on this dog/puppy's future offspring.

Health & Maintenance: (Buyer) agrees to be responsible for maintaining the dog/puppy in a healthy, clean and safe environment for the lifetime of the dog/puppy. (Buyer) is also responsible for any and all appropriate medical care that is necessary for maintaining the health and welfare of this dog/puppy. Dog/puppy will not be at any time chained, tied or roped to a stationary object. (Buyer) will not let any children ride on this dog/puppy at any time, a Great Dane is not a horse and you will damage their joints, this animal will not be mistreated in anyway. This Dog/puppy will not be kept locked up in a crate for an extended period of time, however accidents do happen. (Buyer) will provide this dog/puppy with fresh water, food and proper toys, crate must be kept clean at all times. **This dog/puppy must be kept as an inside dog/puppy ONLY!** (Buyer) agrees to provide this dog/puppy with proper house breaking, ongoing socialization and basic manners. (Buyer) will provide annual medical examinations and routine health care including vaccinations, worming and heart worm preventative; **heart worm prevention will be Interceptor ONLY.** You the (Buyer) are responsible for maintaining all the vaccinations, heart worm preventative, vet bills etc, once the dog/puppy is in your care. Failure to follow this will be in breach of contract and the puppy can/will be taken back.

Initial: _____

(Buyer) agrees to send up-dates and photos of said dog/puppy at least every 6 months for its life time starting the day they leave our care. (Buyer) agrees to provide updated addresses, phone numbers and email address's upon any change so that the (Breeder) records may be updated.

Initial: _____

In the event that the (Buyer) is unable to keep the dog/puppy or provide an appropriate home in accordance with this agreement, the dog/puppy **will be returned** to the (Breeder) **free of charge.** (Buyer) agrees to notify me the (Breeder) if any such contingency arises. This dog/puppy is not to be resold or given to another party unless I am unable to take the dog/puppy back and you must have written permission from me the (Breeder). All papers pertaining to this animal including medical records, AKC registration and pedigree along with any medication (Heart worm prevention, flea topical etc) must be turned over to the new owner in the event that this dog/puppy is given back or resold with the (Breeder's) permission. **UNDER NO CIRCUMSTANCES** is this dog/puppy to be surrendered to an animal shelter, rescue organization or pet care facility of any kind. I the (Breeder) will always be available as a safety net for the life time of every dog/puppy we sell no matter what the circumstances are or how old the dog/puppy may be.

By signing this contract the (Buyer) has read, understands and agrees to all conditions and terms set forth in this contract. The (Buyer) further understands and agrees that any breach of contract by the (Buyer) may result in repossession of the abovementioned Great Dane by (Breeder). Any legal expenses or other fees incurred by (Breeder) to enforce this contract shall be the responsibility of the Purchaser. All terms, health warranties and guarantees shall be considered null and void should the Purchaser be in breach of any portion of this contract. No refunds will be issued by the (Breeder) if the (Buyer) voluntarily relinquishes ownership for any reason, or if any breach of contract by the (Buyer) results in the repossession of the above mentioned Great Dane. All legal matters will take place in San Jacinto County Texas.

BREEDER INFO:

Pamela Davis (Farm Pasture Danes)

Sign: _____ Date: ____/____/____

Address: 451 Farm Pasture Rd. Shepherd, Texas 77371 Phone: (936) 365 - 3995

Email address: farmpasturedanes@yahoo.com Website: www.farmpasturedanes.com

BUYER (s) INFO:

Please fill this part out clearly and correctly in print, failure to do so may result in you not getting your puppies AKC registration papers and puppy packet. I must be able to read your hand writing.

Name: (OWNER) _____

Co-Owner: _____

(Owner) Sign: _____ Date: ____/____/____

(Co-Owner) Sign: _____ Date: ____/____/____

Home address: _____ City: _____

State: _____ County: _____ Zip code + 4 digits: _____

Email address: _____

Home/alternate phone #: _____ Cell Phone#: _____

Website address: _____

If shipping we will need the name and address of the person picking the puppy up. This must come from your driver license. If this does not match the info the airline has they will not release the puppy to you. They will match your DL to the info they have on the paper work.

Name: _____

Address: _____

Phone #s for the airline to contact you if need be: _____

Closest airport 1st choice: _____

2nd choice: _____

Where did you find/here about us?

Puppy Find, Quality Dogs, Free Dog Listing, Through Email link Friend/Family Member recommended us to you _____ Breeders Yellow Pages, Puppy Sites, Top 50 Great Dane Sites

Other _____