

HEART N' SOUL LEONBERGERS

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LEONBERGER PUPPY CONTRACT

*All items to be completed at time of sale

The following is a sales agreement between Rachel Dolan & Heart N' Soul Leonbergers hereinafter known as the Seller/Breeder and _____, hereinafter known as the Buyer

The subject of this sale is one purebred Leonberger, described as follows.

- Sire: _____
- Dam: _____
- DOB: _____
- Sex: _____
- AKC Foundation Stock Registered Number: _____
- AKC Foundation Stock Registered Name: _____
- This Leonberger puppy is sold as: Show / Breeding / Pet. (Circle appropriate)

TERMS AND CONDITIONS OF THE SALE

The purchase and sale of this Leonberger involves special rights and responsibilities for BOTH the Buyer and the Breeder. Buyer and Breeder agree that the guiding principle behind this agreement is in the best interest of the breed, which includes the best interest of the individual Leonberger puppy. Any changes to the following contract must be noted and initialed by both the Buyer and Breeder.

1. PURCHASE PRICE: Buyer shall pay Breeder one thousand five hundred dollars (\$1500.00) for the purchase of one Leonberger puppy to be paid as set forth below.
2. DEPOSIT: Deposit to be paid by Buyer to Breeder at the time this sales agreement is executed by both parties is \$200.00. This is a non-refundable deposit unless the Breeder can not supply the Buyer with the Leonberger puppy, in which case, the Breeder will refund the entire deposit.
3. PURCHASE PRICE BALANCE: One thousand three hundred dollars (\$1,300.00) shall be paid in cash, cashiers check, or money order by Buyer to Breeder upon transfer of the Leonberger puppy from Breeder's residence.

BUYER'S RESPONSIBILITIES

- Buyer agrees to have the Leonberger puppy examined by a licensed veterinarian within 72 hours from the time the Buyer obtains possession of said animal and shall forward the Breeder a signed statement from that veterinarian that the animal is in good health. If the veterinarian certifies the Leonberger is unhealthy, the Buyer may return that animal for a full refund of monies paid less the deposit. If the Buyer chooses to return the said animal, Buyer shall pay for any and all transportation costs of the animal. All action taken to return the puppy shall be in the best interest of the puppy. If the Buyer decides to retain possession of the puppy, the Breeder shall not be liable for the cost of treatment of any existent and/or future medical expenses.
- Buyer agrees to provide Breeder with any change of residence, telephone number, and/or e-mail address within 30 days of changes in such information.
- Buyer agrees to diligently maintain the health and well-being of the Leonberger puppy including, but not limited to, providing the following general care: i.) maintaining the dog on a proper diet and at a sensible weight for the size and age of the animal; ii.) providing constant fresh water at all times; iii.) providing proper care for coat, nails, and ears; and, iv.) providing appropriate regular exercise. Buyer shall not let puppy on slippery surfaces, and not allow jumping from heights higher than the distance between the puppy's paw to its elbow. There shall be no forced long-distance walks or other exercises until after 16 months of age.
- Buyer agrees to socialize this puppy to a variety of sights, experiences, animals, and people, both off and on their property in order to instill confidence and steady temperament until the Leonberger reaches 24 months of age. Proper socialization includes completing a program of Basic Dog Obedience training. Puppy kindergarten classes are strongly encouraged, but do NOT meet the requirement of formal obedience instruction.
- Buyer shall provide a suitable fenced area adjacent to the Buyer's residence for exercise and shall not chain the dog or permit to roam at large, and keep the Leonberger in a manner to prevent being teased or abused by any person(s) and/or other animal(s). Buyer agrees that this animal will be a family house pet and NOT be left in the backyard or outdoor kennel.
- Buyer fully understands that this Leonberger puppy is sold with the understanding that it is going to a carefully selected home and the Leonberger will be a member of the family. This insures proper development and maintenance of temperament for which this Leonberger was bred.
- At no time may this Leonberger be resold or given to a third party without written and expressed agreement from the Breeder. The Buyer agrees this animal shall never be turned over to a pound, shelter, rescue, or humane society as a means of disposal, nor may it be donated to any cause.
- If, for whatever reason, the Buyer can not or does not wish to maintain custody of this animal at any time of this animal's life, and Buyer does not resell the Leonberger pursuant to the preceding paragraph, then pet ownership shall revert to the Breeder. Including ARBA, AKC FSS, and UKC pedigree papers, health certificates, and any other pertinent documentation, at the cost of the Buyer.
- In the event Buyer places the dog with a third party without written and expressed agreement of the Breeder, the Buyer hereby agrees to pay the Breeder the sum of \$1,500.00 in addition to any expenses incurred by the Breeder plus any applicable attorney's fees.
- **This Leonberger shall not be used in any puppy mill operation, nor produce puppies for resale in pet shops, auction, guard dog business, or any organization whose intent is to resell, trade, or give away puppies to be used in lab experiments.**
- If this animal dies of unspecified causes, not medically diagnosable as disease or trauma, Buyer shall notify the Breeder within 24 hours so the Breeder may arrange for autopsy, if desired.
- Buyer agrees to submit their AKC FSS registration and fee no later than two (2) weeks after receiving their puppy.
- Buyer will allow Breeder and/or stud owner to visit the dog at any time, with reasonable notice.

BREEDER'S RESPONSIBILITIES

- Breeder agrees to furnish written instructions for care of this puppy.
- Breeder will supply full medical history of this puppy.
- Breeder agrees to provide the UKC pedigree to the Buyer upon receipt of proof that this Leonberger has completed at least one (1) formal obedience class as described in the Buyer's responsibilities.
- Breeder shall replace said animal with a puppy from a future breeding, if the said Leonberger must be euthanized by the age of twenty-six (26) months due to hip dysplasia. The rating of hip dysplasia severity must be provided by the Orthopedic Foundation for Animals, Inc (OFA) and euthanized recommended by a licensed veterinarian. If the said animal has to be destroyed for HD, growth plate injury, or other growth abnormalities, and it is found the Buyer abused this contract by not following stated guidelines for proper puppy raising, there will be no reimbursement of said puppy.

INTEGRITY AND PROTECTION OF THIS BREED

Buyer and Breeder further agree:

If applicable, Buyer shall neuter/spay this animal between the months of 16-20 months of age. The Buyer understands the reasons for neutering are to eliminate the possibility of an unplanned breeding and to protect the breed by eliminating the possibility of producing inferior pure or mixed breed puppies.

- The Breeder has taken every reasonable precaution to insure physical soundness and mental stability in this breeding and therefore makes no other warranties. There are too many variables, which may influence the animal's condition, which are beyond the Breeder's control to make any further guarantees.

BREACH OF CONTRACT

- In the event of a breach of contract by Buyer, the Buyer does hereby agree that the Breeder may obtain return of the animal without any monetary reimbursements to the Buyer. In the event litigation is commenced to enforce the terms of this contract, Breeder shall be entitled to the costs thereof including, but not limited to, attorney fees, court costs, travel expenses incurred by the Breeder, and attorney's fees.

The State of Illinois shall govern the terms and conditions of this agreement.

This contract between _____ and **Heart N' Soul Leonbergers** and was agreed to and entered on this _____ day of _____, 2009.

Breeder Signature: _____ Buyer Signature: _____

Buyer Address: _____

Phone #: _____ E-mail _____

(This contract may sound a bit strict, but it is not much different from what the Human Society expects of its adopters.)

Proud members of LCUS, CKC, UKC, ARBA, AKC (FSS)

