

PET CONTRACT

This agreement is between:

Mary A Roycroft of Twilight Great Danes

8464 Woodbine Road, Airville, Pa 17302

(Hereinafter referred to as "Seller" or "Breeder")

And

Name(s):

Address:

Phone Number:

Email

(Hereinafter referred to as "Buyer" or "Purchaser")

During the life of the Puppy, Buyer and Seller agree to notify each other within 30 days, of any changes in address or phone number.

DESCRIPTION OF PUPPY

The puppy sold pursuant to the terms of this agreement is as follows:

Breed: Great Dane Color: Sex

Whelp Date:

AKC Registration #:

Identification Name of Puppy:

Dam: DNA Profile

AKC Registration #:

Sire: Hilltop

AKC Registration #: DNA Profile#:

Additional contact names in the event that contact cannot be made at primary address:

Name: Phone Number:

Name: Phone Number:

Name: Phone Number:

It is agreed between Seller and Buyer as follows:

1. Seller's Representations

(a) As of this agreement, Puppy is in good health and free of communicable diseases, with any exceptions noted here: None

(b) The Buyer has 72 hours to examine the puppy. The puppy may be returned with all paperwork for any reason for a full refund. Further, the buyer has 10 days in which to have puppy examined by a veterinarian and/or to personally inspect the Puppy. Buyer may return the puppy (and all paperwork) to Seller for a full refund for health issues within this period, providing the Buyer agrees to pay all return transportation costs to Seller. Breeder is at no point responsible for veterinary fees, costs, or diagnoses after Buyer has taken possession of Puppy.

2. Buyer's Representations

(a) Buyer is completely satisfied with and waives any and all claims regarding the Puppy's conformation and outward appearance, and agrees that Puppy meets the breed standards at this age.

(b) Buyer agrees upon purchase that Puppy **will not** be registered with any other registries besides the American Kennel Club without written permission from Breeder. If a Twilight Great Dane is found registered to a different registry (UKC, CKC, etc.) without breeders written permission, the Buyer will immediately return the said Puppy to the Breeder and pay fines as listed in Section 9 of this contract.

(c) Buyer agrees to update Seller at least once a year on condition of Puppy and is to include a current, clear picture of Puppy. Updates are due two (2) months prior to Puppy's whelp date. No later than Whelp date. Updates may be sent via email or US Postal Service, to the above listed email address or postal address unless Breeder gives Buyer change of addresses, in which case will be sent to the new addresses.

3. Consideration

Puppy identified in this contract is being sold for the sum of \$2,000 under Section 4, and was paid in full before the puppy was removed from the litter.

4. Stipulation - Pet Purchase

(a) Buyer understands that puppy has been sold with limited American Kennel Club (AKC) registration. Limited registration precludes Buyer from showing Puppy in confirmation shows and from registering any litters produced or sired by Puppy. Said limited registration entitles Buyer to register Puppy with AKC and compete in all sanctioned events (Obedience, Agility, Fly Ball, etc.) other than confirmation shows.

(b) Buyer agrees to take all measures necessary to insure that Puppy is not bred and does not have the opportunity to sire or deliver any litters.

(c) Buyer agrees that Puppy will be spayed or neutered and proof of same will be provided to Seller by the age of 16 months unless faults originally assumed to be irreversible have self-corrected, and proof of correction agreeable to Seller (including but not limited to pictures, videos, and personal inspection of Puppy by Seller and/or Seller's representative) has been provided to Seller. I encourage any pet puppy buyers who would like me to take a second look at the puppy, to bring him/her to me (at Buyer's expense) at 6-12 months for a re-evaluation. At that point if the dog is determined to be show potential and the buyer agrees to abide by the Show/Breeding Purchase Agreement, pay the difference between show and pet price, the registration will be changed to "full" registration. **It is the current recommendation by the Great Dane Club of America to NOT spay/neuter puppies prior to 12 months of age. Buyer agrees to not spay/neuter prior to 12 months of age.**

5. Health

(a) Seller agrees that Puppy is in good health and has received appropriate medical care. Seller will provide Buyer with information detailing treatment the puppy has received under Seller's care, and future care Seller feels essential to Puppy's well-being.

(b) Seller guarantees that Puppy is free of life-threatening diseases or disabilities for 10 days after delivery to Buyer. Buyer may return the puppy to Seller for a full refund for any health reason within this period, providing Buyer pays all return transportation costs. Seller strongly recommends that Buyer have Puppy examined by a licensed veterinarian of Buyer's choice within 10 days of receipt of Puppy. Breeder shall at no point be responsible for veterinary fees, costs, or diagnoses, including those related to genetic faults, at any point after Buyer takes possession of Puppy.

(c) Buyer agrees that Seller shall not be held responsible for the development of any non-genetically derived disqualifying faults, diseases, or disorders.

(d) Seller guarantees that Puppy will obtain a passing OFA Hip/Elbow rating (Fair, Good, or Excellent) at the age of 2 years. Examination **MUST** be done by the age of 25 months and **ALL** x-rays **MUST** be submitted to OFA for evaluation. Failure to do so voids any hip/elbow guarantees. A copy of OFA hip certification must be forwarded to the Seller. If Puppy is diagnosed with bilateral hip dysplasia, a second set of x-rays (may be sent to OFA or to Seller, at Seller's discretion) must confirm the condition. If confirmed, a replacement puppy of equivalent value will be provided when available.

(e) Should Puppy be diagnosed with a genetically derived medical disorder before the age of 2 that is crippling or fatal in nature and which is attested to by two unassociated veterinarians, Seller will, upon provision of veterinary reports and, where applicable, OFA report, provide Buyer with a replacement puppy of equal quality as soon as one becomes available. The original puppy will be returned to the breeder. A second option is offered by the breeder. If the buyer so chooses, the breeder will pay medical costs associated with the genetic defect up to the full original purchase price of the puppy. No refunds of money will be made. Buyer is responsible for all shipping costs. This guarantee is extended **only** to the original Buyer(s) listed on this contract.

Specifically covered disorders: Juvenile Cataracts, Renal Dysplasia, Microphthalmia, Retinal Dysplasia or other congenital blindness, Megaesophagus, Hip Dysplasia, Dilated Cardiomyopathy (if diagnosed prior to 24 months of age), Mitral Valve Defect (same), Epilepsy (same), Autoimmune Hypothyroidism (same).

6. Temperament

Breeder has made every effort to produce a litter that will excel in temperament. However, once the puppy leaves Breeder's possession, its temperament and behavior are determined by the care and training given by the Buyer.

(a) Buyer understands that Breeder strongly urges Buyer to put Puppy through a puppy/basic obedience course. This is to ensure that puppy will have proper socialization and under voice control to provide Puppy with the best opportunities.

(b) Seller shall in no way be held responsible for acts of Puppy at any point after Buyer takes possession.

(c) Buyer agrees that the temperament and disposition of Puppy are acceptable at the time of purchase. Buyer has been made aware that eventual behavior, acts, and temperament of the Puppy are solely the responsibility of the Buyer.

7. Maintenance

- (a) Buyer agrees to maintain Puppy in a healthy, clean and safe environment.
- (b) Buyer understands that over feeding or feeding Puppy too much protein can cause Puppy to develop HOD, Panosteitis, etc. and are not covered in any way under this contract.
- (c) Buyer agrees to place Puppy on Heartworm preventative either Interceptor or Heartgard, for the life of the Puppy.
- (d) Buyer agrees to utilize Advantage or Frontline flea and tick prevention products as needed to keep Puppy free and clear of fleas.
- (e) Buyer agrees to **NOT** start Agility (jumpers), roadwork, treadmill, or other strenuous physical training of Puppy until it has reached a **minimum** of 18 months of age, and to maintain a light schedule until 24 months. Buyer acknowledges that failure to meet this requirement will invalidate Section 5 of this contract and is an invitation to related problems such as arthritis and joint problems.
- (f) Buyer agrees that Puppy is **not to be left in a backyard or kennel** on either a permanent or semi-permanent basis, or tied/chained out at any time, and **is to sleep and spend the majority** of its day in the home with the family members. Puppy is to be provided with a padded bed and is not to be forced to sleep on hard surfaces (wood, concrete, tile, crate tray after potty trained, etc.). Puppy is sold with the understanding that it was to go to a carefully selected parties and the Buyer **AVOWS** that Puppy shall become a member of the family.
- (g) Buyer further acknowledges responsibility for any and all appropriate medical care that is necessary for maintaining the health and welfare of Puppy throughout the life of the dog.

8. Miscellaneous

- (a) If it is reported and confirmed that Puppy is being abused or neglected by Purchaser, rights and ownership of Puppy will automatically terminate and revert back to Seller who may immediately assume possession. Buyer agrees Seller will **REPOSSESS PUPPY UPON EVIDENCE OF NEGLECT AND/OR ABUSE** and that Buyer will be responsible for Seller's fees and costs involved in repossession. Buyer gives permission to Seller to enter property and take possession of Puppy upon evidence of neglect, abuse, or **evidence of breach of contract**. Should buyer refuse return of Puppy to Seller, the seller may resort to Law Enforcement Officer(s) to take possession of the Puppy.
- (b) If at any time, circumstances are such that Buyer cannot keep Puppy after the first 72 hours, Buyer must return Puppy (and all AKC registration papers), to Seller at Buyer's expense. No refund of monies will be made.
- (c) Buyer will not sell, give or otherwise transfer Puppy. Under **NO** circumstances shall Puppy be taken to an animal shelter, humane society, or released to a Rescue group.

9. Liquidated Damages

- (a) The Parties agree that it is difficult to accurately calculate actual damages for breach of this contract, Buyer shall pay Seller One Thousand Dollars (\$1000) in damages in addition to the return of Puppy plus any legal fees and costs associated in the enforcement of this agreement. If any "Get" are produced, either by stud or delivery, by Puppy, without Seller's permission and/or knowledge, Buyer agrees to pay Seller damages in the amount of One Thousand Dollars (\$1000) per live puppy produced and further that any and all puppies from the said breeding will be released only with a spay/neuter contract with limited registration. Buyer will also supply Breeder with a list of all names, addresses, and phone numbers of purchasers of the said "Get". The parties agree that this amount of liquidated damages is reasonable and not punitive in any respect.

Both parties recognize Airville in York County, Pennsylvania as the place where this agreement was entered into, and acknowledges the courts in York County, Pennsylvania as the court of jurisdiction should any disputes arise

from this agreement. Furthermore, this contract is to be interpreted by the laws of the State of Pennsylvania. If any provision of this document is invalid or unenforceable under applicable law, this document shall be ineffective to the extent of such invalidity only, without affecting the remaining portion.

By signing below, Buyer(s) declare(s) that he/she has read, understands, and agrees to the above contract:

Buyer's (1) Signature

Mary A. Roycroft (Breeder/Seller)

Date

Date