



## **Sterlen Dobermans Companion Dog Contract**

**This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between B. Gail Sterlen AKA Sterlen Dobermans (Seller), and \_\_\_\_\_ (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a purebred Doberman from the litter whelped on (date) out of (dam) by (sire), breeders of record being Gail Sterlen and Miriam Pike.**

**For \$\_\_\_\_\_, the Seller agrees to sell and the Buyer agrees to purchase a female\_\_\_\_\_, male \_\_\_\_\_ companion puppy (Dog) from the litter described above subject to the following terms.**

**1. Seller warrants that the above described Dog is a purebred Doberman registerable with the American Kennel Club (AKC) and that registration papers will be provided to the Buyer as of the date of the completed purchase, together with a true copy of its pedigree.**

**2. Seller warrants that the above-described Dog is in good health at the time the Buyer assumes ownership. A health record of all shots and wormings will be provided by the Seller. Buyer agrees to have the Dog examined by a licensed Veterinarian with two (2) days (not including weekends and holidays) of receipt of the Dog.**

**If, as a result of the examination, the Veterinarian determines that the Dog is not in good health then the Buyer shall elect to keep the Dog or return the Dog to the Seller for a refund of the purchase price. Any vet bills are the sole responsibility of the Buyer and no money will be reimbursed by the Seller to the Buyer for any vet bills. If the Buyer elects to return the Dog, the Buyer shall, within four (4) days of taking possession, return the Dog and registration papers with necessary signatures to the Seller and provide the Seller a written Veterinarian's certificate stating that the Dog was in ill health when examined. Upon receipt of the Dog, registration and Veterinarian certificate, the Seller shall be obligated to refund all monies received from the Buyer toward the purchase price of the Dog, and further performance under this contract shall be null and void. No refunds will be**

issued after the fourth (4<sup>th</sup>) day of purchase unless the Buyer and Seller mutually agree in writing to a specific date after the fourth (4<sup>th</sup>) day.

3. Ownership of the Dog will be transferred to the Buyer for the sale price of \$\_\_\_\_\_ to be paid as follows: \$\_\_\_\_\_ deposit on execution of the Agreement with the balance of \$\_\_\_\_\_ to be paid on or before the Dog leaves the Seller's premises. If the balance is not paid by \_\_\_\_\_, this Agreement shall be cancelled and the Buyer forfeits the deposit given hereunder.

Conditions Applied: Should the Seller not have the gender, color or quality stipulated in the Receipt & Holding Agreement signed by the Seller and Buyer, the Seller will refund the Buyer's deposit in full.

4. Buyer understands and agrees this contract is solely between the Seller and the Buyer. Miriam Pike (co-breeder) has received no consideration for the sale of this Dog and has no obligation to the Buyer under this contract.

5. The Seller has determined that the Dog is of "pet quality" and is NOT suitable for breeding. In such case, the Seller shall provide the Buyer with an AKC Limited Registration Certificate.

Buyer Agrees not to register the Dog with any other registry or kennel club in an effort to circumvent AKC limited registration provisions and restore full breeding rights. In addition, the Buyer agrees to only to register the Dog with the AKC or United Kennel Club (UKC) unless given express written permission by the Seller. Under no circumstances is the Dog to be registered with the Continental Kennel Club (CKC). If the Buyer registers the Dog or any offspring of the Dog with the CKC, the Buyer agrees to return the Dog, any offspring in the Buyer's possession and all proceeds from the previous sale of any offspring to the Seller and pay a penalty of \$5,000 to the Seller.

6. Buyer agrees to spay/neuter the Dog within 6 months of purchase, if not already altered when leaving Seller. Buyer is responsible for all costs. Buyer will provide to the Seller documentation from a licensed veterinarian stating the Dog has been spayed or neutered within thirty (30) days of the procedure being performed.

7. Buyer agrees that he/she is not acting as an agent in the purchase of this Dog and that Buyer will not sell this Dog to any agent, pet store, commercial breeder, guard dog business or other third party.

8. Buyer agrees that the Dog will reside at the home of the Buyer, have access to a physically fenced yard, not be chained or tethered, and will be provided with proper housing, a good quality diet, annual shots and exercise. Buyer also agrees that this Dog will not be used as a guard dog for any business and will sleep inside of the Buyer's residence at night.

9. Buyer agrees to attend two obedience/socialization classes with the Dog within eight months of taking possession of the Dog. Classes must be

taught by a trainer certified by a nationally recognized organization using positive reinforcement training techniques. Buyer will provide documentation to the Seller that the required classes have been taken within thirty (30) days of completion of the classes.

10. Buyer agrees that if the Buyer is not able to care for the Dog in any area of it's life at any time, which includes proper housing, training, veterinary care, or the Buyer's lifestyle changes and the Dog no longer has a place in it, then the Dog is to be returned to the Seller at the Buyers expense for placement by the Seller. No monetary compensation will be offered to the Buyer.

11. Buyer agrees in naming this Dog (AKC and UKC registered name), the Seller's kennel name must appear in the prefix of the registered name (Example: "Sterlen's XXXX XXXXX XXXX"). If the Dog has been previously registered, the Buyer agrees not to change the registered name.

12. Buyer agrees to pay the Seller any and all expenses, including court costs and reasonable attorney fees, in enforcing the terms and provisions of the Contract.

13. Should the Buyer be unable or unwilling to fulfill any of the above provisions, the Buyer agrees to return the Dog to the Seller at the Seller's request. Should the Buyer refuse to return the Dog, the Buyer hereby authorizes the Seller to pick up and remove the Dog from the Buyer's control.

14. Seller neither makes or implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness.

15. This contract shall be governed under the laws of the State of North Carolina. Any conflict of issues, either in equity or law, shall be adjudicated in Wake County, State of North Carolina.

This Agreement is made and signed by both parties to insure the well being and protection of this Dog. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Seller

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Buyer