



Sterlen Dobermans Show Prospect 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 ____ show prospect (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. The Buyer may also choose to register Dog with the United Kennel Club (UKC). Buyer will not register the Dog with any other registry without express written permission from Seller.

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 (4th) day of purchase unless the Buyer and Seller mutually agree in writing to a specific date after the fourth (4th) 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 Sellers 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. The Seller has determined that the Dog described above to be a "show prospect." Show prospect shall be understood to mean that no disqualifying faults as defined in the standard are evident at time of sale and further that no genetic disorders are immediately apparent. In such case, the Seller shall provide the Buyer with an AKC Registration Certificate with full breeding rights.

5. Buyer agrees not to breed the Dog until the following conditions have been met.

a) Dog is at least eighteen (18) months of age.

b) Dog has earned an AKC or UKC title in conformation or obedience or the Buyer has received express written permission from the Seller waiving this provision.

c) If Dog is over two (2) years of age at time of breeding, the Dog has received a hip certification of fair or better from the Orthopedic Foundation for Animals (OFA). If the Dog is at least eighteen (18) months of age but less than two (2) years of age at the time of breeding, OFA preliminary findings of good or better are acceptable provided the x-rays were not taken before the Dog reaches eighteen (18) months of age.

d) Dog has been tested to determine Von Willebrand status.

6. Buyer understands that the health screening requirements above are the minimum amount of testing that must be completed prior to breeding the Dog. Seller strongly encourages the Buyer to complete all health screening recommended by the Doberman Pinscher Club of America (DPCA) prior to breeding the Dog.

7. Buyer agrees to only breed the Dog to males or females that meet the following conditions.

a) Male or female is at least eighteen (18) months of age.

b) Male or female is a purebred Doberman registered with the AKC and does not appear on the AKC's Z-list for white or white factored Dobermans.

c) Male or female is not registered with the Continental Kennel Club (CKC).

d) Male or female has received a hip certification of fair or better from the Orthopedic Foundation for Animals (OFA). OFA preliminary findings of good or better are acceptable if the male or female is under two (2) years of age at the time of breeding provided the x-rays were not taken before the male or female reached eighteen (18) months of age.

e) Male or female has been tested to determine Von Willebrand status.

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

10. Buyer agrees that he/she will not sell or transfer this Dog's offspring to any agent, broker, commercial breeder, pet store or guard dog business.

11. 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.

12. 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 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 Buyer's expense for placement by the Seller. No monetary compensation will be offered to the Buyer.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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: _____

Printed Name: _____

Date: _____

Seller

BY: _____

Printed Name: _____

Date: _____

Buyer