

LContract for the Sale of a Puppy

In accordance with the terms and conditions set forth herein, the undersigned do hereby agree as follows:

1. The Seller hereby sells to the Buyer an Alaskan Malamute puppy more fully described as follows:

Male/Female (circle one)	Date Whelped:	Color:
Litter #:	Microchip #:	
Dam:	AKC #:	OFA #:
Sire:	AKC #:	OFA #:

2. The Seller warrants that the litter has been registered with the American Kennel Club and an AKC application for registration of the above-referenced puppy will be delivered to Buyer at the time the Buyer takes possession of said puppy (or within 3 days if puppy is shipped), together with the shot/worming record reflecting the immunizations, etc. administered by Seller.

3. **HEALTH GUARANTEE.** The Seller warrants that the puppy is in good health, free of communicable disease and that the puppy’s immunizations are current as of the date of shipment/pickup. Seller’s worming/vaccination program, as well as the method by which Seller sterilizes the “nursery”, is approved by Seller’s veterinarian. As required by law, puppies that are shipped are examined by Seller’s veterinarian prior to leaving the Seller’s premises and a health certificate is provided. **The Buyer is encouraged to have the puppy examined by Buyer’s licensed veterinarian within 24 hours of delivery/pickup.**

A. If said veterinarian finds the puppy not to be in good health as a result of a communicable condition likely originating from Seller’s kennel, Buyer shall contact the Seller to communicate the veterinarian’s finding. Depending upon the veterinarian’s findings, Seller may reimburse Buyer a portion of the reasonable veterinary costs OR require, at Seller’s expense, that Buyer present the puppy to another veterinarian for a second opinion.

Seller has taken extraordinary steps to ensure that each puppy leaving Seller’s premises is healthy. Our veterinarian has approved both our worming/vaccination program and the method by which we sterilize our “nursery” twice daily. We adhere to both programs meticulously.

Nevertheless, sadly, purebred kennels are being branded nationally as “puppy mills” and reports are widespread among kennel owners of veterinarians that recommend “preventative” worming and vaccinations once they learn a

puppy has been purchased from a kennel. Generally, these “preventative” measures will not harm our puppies. However, “preventative” over-medication at 8-12 weeks of age can effect the puppy’s digestive system and long-term over-medication can effect the puppy’s growth. Thus, if worming is recommended - absent physical symptoms of the presence of worms- we prefer that a fecal sample be taken first to confirm the need for additional worming medications and will reimburse Buyer one-half the reasonable cost thereof. After all, if the puppy has worms, we want our veterinarian to review the lab results and to re-evaluate our worming program, as well as our sterilization process and - because worms are contagious - we will take steps to ensure remaining litter mates are not infected and notify the owners of those litter mates no longer in Seller’s possession.

- B. If, however, the veterinarian determines the puppy’s condition to be life-threatening and likely originating from Seller’s kennel, the Buyer shall IMMEDIATELY contact the Seller to communicate the veterinarian’s findings so that (1) a decision may be made quickly to determine the course of treatment in the best interest of the puppy and (2) enable Seller to quarantine the remainder of the litter still in Seller’s possession and notify the owners of litter mates no longer in Seller’s possession. Thereafter, Buyer shall elect - within 24 hours - to
- (1) keep the puppy and, if the veterinarian believes the condition may be alleviated with short-term treatment, Seller agrees to reimburse Buyer one-half of reasonable pre-approved veterinary costs, or
 - (2) upon the puppy’s recovery, to return the puppy to Seller, in which event, the Buyer shall obtain a veterinarian’s health certificate enabling the shipment of the puppy to Seller and receive a refund of the purchase price of the puppy, exclusive of shipping costs, or a replacement puppy from the next available litter from Seller’s kennel, or
 - (3) in the event of the death of the puppy, Seller shall
 - (a) refund the purchase price of the puppy, exclusive of shipping costs, or
 - (b) replace the puppy at no cost to Buyer when another litter is available to Seller, exclusive of shipping costs.

4. **HIP DYSPLASIA.** If so designated (above), Seller warrants that puppy’s dam/sire identified have been OFA-certified clear of hip dysplasia. The Buyer acknowledges that he/she has

been informed that:

- A. hip dysplasia is a hereditary defect common to large breed dogs;
- B. injury to the hips and/or excessive weight contribute to hip dysplasia;
- C. OFA testing for hip dysplasia cannot occur until the puppy has attained the age of 2 years of age;
- D. OFA certification of the dam/sire does not GUARANTEE that future progeny will not be afflicted with hip dysplasia, it merely indicates future progeny are less likely to be afflicted with hip dysplasia, and

Further, that this warranty SHALL BE NULL AND VOID if any of the following events occur:

- A. the puppy is not presented for OFA certification WITHIN 2 years plus 2 months of the puppy's whelping date, or
- B. the puppy has been permitted to sire and/or to whelp PRIOR to OFA certification, or
- C. the veterinarian performing the radiological exam finds the puppy has incurred an injury to its hips or is excessively overweight - either of which contribute to hip dysplasia.

For the Buyer's part in preventing hip injury to the puppy, the Buyer agrees to practice preventative care, such as proper nutrition and exercise (weight control) and preventing stress-related injuries (i.e, not allowing the puppy to jump from heights taller than itself at the shoulder, no forced exercise such as running, or crating for periods in excess of 8 hours at a time) until the puppy attains at least 18 months of age.

If Buyer presents said puppy for such testing WITHIN 2 years plus 2 months of the puppy's whelp date and, subsequently, the puppy is diagnosed by the Orthopedic Foundation for Animals as afflicted with hip dysplasia NOT caused by injury and/or excessive weight, the Buyer shall:

- A. forward to Seller a copy of the written report of the veterinarian who examined the dog and performed the radiological exam, and
- B. forward to Seller a copy of the written report of the Orthopedic Foundation for Animals.

Upon Seller's receipt of the written report of the veterinarian performing the radiological exam (that Buyer did not report to the veterinarian that the dog had injured its hips previously or the dog did not appear to be overweight) and the written finding of the Orthopedic Foundation for Animals, the Buyer shall - within 72 hours - elect to:

- A. keep the dog, in which event, Buyer shall have the dog spayed/neutered, if not already, and, upon proof thereof to Seller, Seller shall reimburse Buyer

the sum of One Hundred Dollars (\$125.00) (one-half of the cost of the OFA radiological exam by Seller's veterinarian). Seller does not assume any additional liability for the treatment of hip dysplasia and will under no circumstances be responsible for veterinary bills resulting from treatment for such condition. Or, Buyer may elect to

- B. return the dog to Seller, in which event, Seller shall (at Seller's expense) arrange for the shipment to and/or pickup by the Seller and, thereafter, Seller agrees to replace the puppy at no cost to Buyer, exclusive of shipping, when another litter of puppies is available to Seller.

5. **PREVENTATIVE CARE.** The Buyer agrees that he/she shall properly care for the puppy, including but not limited to, adherence to a regular immunization schedule, heartworm preventative, flea/tick preventative, good nutrition, adequate exercise, obedience training, and providing a clean and safe environment.

6. **SPAY/NEUTER.** If, at the time of purchase, the Buyer has informed Seller that the puppy is being purchased solely as a companion/pet (w/Limited Registration), the Buyer acknowledges that Seller has discussed with Buyer the benefits of having said puppy spayed/neutered as recommended by Buyer's veterinarian. As an incentive to spay/neuter, Seller offers a \$50 rebate upon receipt of a licensed veterinarian's statement that the puppy purchased from Seller's kennel has been spayed/neutered and has not whelped and/or sired puppies before being spayed/neutered. ***The rebate is not good in conjunction with other discounts which may have been granted to Buyer, such as purchased at a reduced price or given a discount as a member of our Armed Forces.***

7. **BREEDING.** If, at the time of purchase, it is the stated intent of Buyer to breed said puppy (in the case of a female puppy) or to use said puppy as a sire (in the case of a male puppy)(w/Full Registration), the Buyer agrees that the puppy shall be bred, or used as a sire, ONLY when the following conditions have been met:

- A. The dog mated to is another purebred Alaskan Malamute and unrelated to the puppy referenced herein;
- B. Both dogs being mated must be certified by a veterinarian as negative for Brucellosis and that the dogs' hearts and thyroids tested as normal;
- C. Both dogs being mated shall have been x-rayed and certified clear of hip dysplasia in both hips by the Orthopedic Foundation for Animals, and
- D. Both dogs' immunizations and worming are up to date.

If the Buyer should breed the dog, or permit the use of the dog as a sire, prior to compliance with the requirement stated in C above, the Seller's warranties hereunder relating to hip dysplasia shall be null and void.

8. **SURRENDER OF PUPPY.** Buyer agrees that he/she SHALL NOT, under any circumstance, deliver and/or surrender the puppy to a shelter or rescue organization, and, further, if at any time during the puppy's lifetime, for any reason whatsoever, a replacement home must be found, the Buyer agrees that he/she shall, FIRST, notify the Seller and allow the Seller a reasonable time to (a) find a suitable replacement home for the puppy, or (b) arrange for the return of the puppy to Seller.

IN WITNESS HEREOF, the parties hereunto have executed this Contract for the Sale of a Puppy this _____ day of _____, 2009.

Seller

Buyer