

VAN HOUTEN KENNELS

CONTRACT FOR PURCHASE

AGREEMENT (PARTIES)

This agreement is made on (date) _____ between Barron van Houten, hereafter referred to as "the breeder", of 2338 NW 38th Ave #101, Gainesville, Alachua County, Florida and (name of buyer/s) _____, hereafter referred to as "the buyer/s", of (street address) _____, (city) _____, (county) _____, (state) _____, (zip) _____, for the purchase of a puppy or an adult dog/bitch from the breeder by the buyer/s.

SECTION I (IDENTIFICATION)

The Neapolitan Mastiff, bred or owned by the breeder, shall be identified by micro chip # (to be determined) _____. The gender is _____ and the color is _____. Please indicate the American Kennel Club (AKC) registration number if applicable, # _____ (N/A) _____.

SECTION II (BREEDER/BUYER RESPONSIBILITIES)

The breeder shall be solely responsible for all expenses related to routine care of the puppy or adult dog/bitch prior to the buyer/s taking physical possession of it. Routine care shall mean, but not limited to: proper feeding, housing, veterinary care and required vaccinations. Once the buyer/s take physical possession of the puppy or adult dog/bitch he/she/they become responsible for all expenses and liabilities, including but not limited to routine and veterinary care, of the puppy or adult dog/bitch from the date of physical possession onward. Buyer/s shall be deemed to have taken physical possession when the puppy or adult dog/bitch is picked up in person from the breeder's premises by the buyer/s or his/her/their designee or the puppy or adult dog/bitch has been checked in with an airline for shipment if shipment was requested by the buyer/s. The breeder shall not accept responsibility, nor in anyway be liable, for the buyer/s' losses or for loss or injury to the puppy or adult dog/bitch during shipment.

The breeder agrees to transfer sole ownership of the puppy or adult dog/bitch to the buyer/s. The breeder will deliver to the buyer/s a signed AKC registration form or registration certificate to transfer ownership within 30 days of the buyer/s taking physical possession. The breeder represents that he is in good standing with the AKC and that the puppy or adult dog/bitch is eligible for registration with the AKC. The buyer/s shall submit the completed registration form or registration certificate to the AKC within 60 days of taking physical possession and must submit a clear and legible photocopy of the newly issued registration certificate to the breeder within 120 days of taking physical possession. The breeder will accept the photocopy submittal in the form of a mailed paper photocopy, a scanned email attachment, or fax.

The buyer/s agree to use "VAN HOUTEN'S" as the first part, or prefix, of the official AKC registered name if purchasing a puppy. For example: "VAN HOUTEN'S CHOCOLATE DELIGHT" or "VAN HOUTEN'S GARGOYLE". An adult dog/bitch will already have an AKC registered name that cannot be changed by the buyer/s. The breeder makes no promises or statements, either express or implied, as to the show potential of the puppy or adult dog/bitch. It shall be the buyer/s' sole responsibility to make his/her/their own subjective determination of show potential prior to entering into this agreement. The buyer/s agree that male dogs will not be used to breed prior to reaching 1 year of age and that female bitches will not be bred prior to their 3rd heat cycle, but no sooner than 22 months of age. The buyer/s authorize the breeder to obtain the breeding records relating to the puppy or adult dog/bitch from the AKC, and authorize the AKC to disclose and

(____) (____) (____)
Breeder Buyer Co-buyer Initials

release the breeding records to the breeder or his designee, for a period of 1 year from the date of birth for male dogs and 2 years from the date of birth for female bitches.

The buyer/s shall have 5 days following the date of taking physical possession to have the puppy or adult dog/bitch examined by a licensed veterinarian of his/her/their choosing. If the puppy or adult dog/bitch is found to have a genetic defect by the license veterinarian affecting, or potentially affecting, its health and lifespan the buyer/s shall be entitled to a replacement puppy or full refund of the purchase price, not including shipping charges, in the instance of a puppy purchase or a full refund of the purchase price, not including shipping charges, in the instance of an adult dog/bitch purchase. To exercise this right the buyer/s must submit a full photocopy of the veterinary findings from their licensed veterinarian to the breeder. The breeder reserves the right to review the findings and have the puppy or adult dog/bitch examined by a licensed veterinarian, at the breeder's expense, of his choosing if he disputes the findings. The final decision whether to replace, refund, or deny replacement or refund shall be at the sole discretion of the breeder. If a replacement or refund is offered the buyer/s must return the affected puppy or adult dog/bitch back to the breeder, at the buyer/s' expense, along with all of its paperwork prior to replacement or refund. The buyer/s agree to sign any necessary paperwork transferring sole ownership back to the breeder without delay. It shall be the sole responsibility of the buyer/s to pay for the return shipping charges and to pay for the shipping charges for the replacement puppy if applicable. The breeder shall have up to 6 months to provide a replacement if one is not immediately available. After the 5-day examination period all sales will be considered final with no replacements or refunds given unless replacement is applicable under SECTION IV (HEALTH WARRANTY).

SECTION III (FEE AND METHOD OF PAYMENT)

The fee is \$2500 USD. The fee does not include any shipping charges that might be incurred. Shipping charges, if necessary, will be determined within 10 days prior to shipment and must be paid in full by the buyer/s before the shipment date. To be placed on the waiting list the breeder will require a **\$500 non-refundable deposit** which will be credited toward the fee. The breeder will provide the buyer/s on the waiting list an opportunity to obtain their puppy within one year from the date of the agreement or the breeder will refund the \$500 deposit and the agreement cancelled. The breeder will select the puppy for the buyer/s based on the gender and color specified in SECTION I (IDENTIFICATION). If the buyer/s declines to complete the purchase of the puppy within 10 days when offered within the one-year period the agreement shall be cancelled and the buyer/s will forfeit the \$500 deposit as liquidated damages. All payments shall be made in the form of official (bank/cashier's) check, postal money orders, cash, Western Union, or bank wire transfer. **Personal checks or credit cards will not be accepted.** The breeder will not ship or allow pick up until payment has been made in full. "In full" shall be defined as the time when the breeder has received the total fee amount, and funds are available to breeder, for the financial instruments of official checks, postal money orders, or bank wire transfers. Funds shall be deemed to be available to the breeder when his bank has verified authenticity of, and collected upon, the financial instruments and the funds are available to the breeder for withdrawal. Any fraudulent financial instruments received will be reported to law enforcement. Cash payments or Western Union wires shall be deemed paid in full when the breeder, or his designee, receives the total fee amount in person.

SECTION IV (HEALTH WARRANTY)

The breeder shall warrant the health of the puppy or adult dog/bitch until it reaches **one year of age** against the following genetic conditions: hip dysplasia, elbow dysplasia, patellar luxation, cardiac murmur, thyroid disease, progressive retinal atrophy, cystinuria, and von Willebrand's disease. To be covered by this warranty the hip, elbows, and patellar luxation studies must have been submitted for evaluation to the Orthopedic Foundation for Animals (OFA) by a licensed veterinarian. The OFA findings of Moderate or Severe hip dysplasia, Grade II or Grade III elbow dysplasia, or Grade 2 or Grade 3 or Grade 4 patellar luxation shall entitle the buyer/s to a replacement puppy. No other testing methods or findings will be considered. To be

covered by this warranty cardiac murmur, thyroid disease, progressive retinal atrophy, cystinuria, or von Willebrand's disease must be diagnosed by a licensed veterinarian using appropriate laboratory testing as required. A positive diagnosis by a licensed veterinarian for one of these conditions will entitle the buyer/s to a replacement puppy. No other diseases or conditions, including Cherry Eye, shall be covered by this warranty. This warranty shall be null and void if the puppy or adult dog/bitch has not received routine veterinary care, has not been fed a nutritionally complete premium dog food designed specifically for Large Breed Dogs as its sole source of food, has been housed on solid or hard flooring without cushioning, or weighs an equivalent that exceeds 2.25 pounds for each week of age at any time. To request a replacement puppy the buyer/s must submit a full photocopy of the veterinary record from the date of taking physical possession until diagnosis, any testing results, and any OFA evaluations to the breeder. The breeder reserves the right to review the findings and have the puppy or adult dog/bitch examined by a licensed veterinarian, at the breeder's expense, of his choosing if he disputes the findings. The final decision whether to replace the puppy or adult dog/bitch shall be at the sole discretion of the breeder. If a replacement is offered the buyer/s must return the affected puppy or adult dog/bitch back to the breeder, at the buyer/s' expense, along with all of its paperwork. The buyer/s agree to sign any necessary paperwork transferring sole ownership back to the breeder without delay. It shall be the sole responsibility of the buyer/s to pay for the return shipping charges and to pay for the shipping charges for the replacement puppy if applicable.

SECTION V (JURISDICTION AND DISPUTE RESOLUTION)

This contract shall be governed by the laws of the State of Florida and jurisdiction for resolution of any legal action or dispute arising from this agreement shall reside in Alachua County, Florida. Failure of the buyer/s to perform under the terms of this agreement shall entitle the breeder to \$5,000 USD as liquidated damages for injury to the reputation of the breeder. Liquidated damages shall be paid via official bank check drawn on a U.S. bank within 30 calendar days following the date the breeder makes demand for payment. Demand shall be made in writing and the date of demand shall be considered to be the date the written demand was delivered, or attempted to be delivered, to the buyer/s last known address via certified mail. The breeder shall also be entitled to recover reasonable attorney's fees and expenses incurred for enforcing this agreement.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. CONSULT AN ATTORNEY BEFORE SIGNING IT TO MAKE SURE YOU UNDERSTAND ALL OF THE TERMS AND LEGAL CONSEQUENCES.

By signing below you swear and affirm that you are of legal age (18 years or older) and willingly and knowingly enter into this agreement of your own free will.

Breeder (signature)	Date	Buyer (signature)	Date
<u>Barron van Houten</u> Breeder (printed name)		Buyer (printed name)	Drivers Lic./ID Number
		Co-buyer (signature)	Date
		Co-buyer (printed name)	Drivers Lic./ID Number