

Rosewood Kennels  
971 Summit Avenue  
Harrisonburg, VA 22802  
(540) 438 5978

THIS IS A LEGAL INSTRUMENT; IF NOT UNDERSTOOD, LEGAL COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

## SALES AGREEMENT

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between

[Name]  
[Address]  
[City]  
[Phone]  
[other contact information]

hereinafter known as SELLER, who agrees to sell, and

[Name]  
[Address]  
[City]  
[Phone]  
[other contact information]

hereinafter known as BUYER, who agrees to purchase the following described purebred  
KOOIKERHONDJE.

Sex: \_\_\_\_\_  
Color: \_\_\_\_\_  
Dam: [registered name of dam], AKC reg. no. \_\_\_\_\_  
Sire: [registered name of sire], AKC reg. no. \_\_\_\_\_  
Date of birth: \_\_\_\_\_

Where: "AKC" stands for American Kennel Club (and, if used, "UKC" stands for United Kennel Club, and  
"ARBA" stands for American Rare Breed Association).

All in accordance with the terms and conditions set forth herein.

The following TERMS and CONDITIONS are agreed and understood by the BUYER and SELLER.

### SECTION 1 – Purchase price

- 1.1 The BUYER agrees to pay a total purchase price of \$2,000.00, \$500.00 of which constitutes a deposit.  
The deposit shall guarantee a place on Rosewood Kennels' waiting list. The deposit shall be refundable  
up until the date of birth of the KOOIKERHONDJE sold under this contract. After the date of birth,  
the deposit may be refunded solely at SELLER's discretion.
- 1.2 The BUYER shall bear all expenses of transferring this animal from SELLER to BUYER.

## **SECTION 2 – SELLER’s Representations and Warranties**

- 2.1 SELLER represents that this KOOIKERHONDJE is purebred, that sire and dam are correct, and that this KOOIKERHONDJE is eligible for registration with the AKC, UKC, and ARBA. Registration with the AKC will be “Limited” as described in Attachment B.
- 2.2 The SELLER represents that a veterinarian has examined this KOOIKERHONDJE and was found to be in good health prior to its transfer to BUYER.
- 2.3 The SELLER warrants that this KOOIKERHONDJE is in good health at the time of sale. The BUYER must take this KOOIKERHONDJE to a licensed veterinarian within seven (7) days of BUYER’s possession date for a health check. The BUYER may return this KOOIKERHONDJE to the SELLER, at the BUYER’s expense, within ten (10) days of receipt and obtain a full refund of the purchase price, without interest, or, at SELLER’s option, a replacement, if one is available, if:
  - 2.3a a licensed veterinarian finds this KOOIKERHONDJE to be unhealthy when examined during the prescribed time period, the cause of which is attributed to the SELLER or
  - 2.3b this KOOIKERHONDJE’s temperament or appearances are found to be unsuitable by the BUYER.

If 2.3a, written diagnosis from BUYER’s veterinarian must be provided to SELLER. Should the KOOIKERHONDJE develop a major communicable disease (i.e. distemper, parvovirus) within seven (7) days from the date of receipt, the SELLER must be notified immediately and, if fatal, will provide instructions for refund or replacement as specified above. BUYER shall be solely responsible for any and all fees and expenses charged by the BUYER’s veterinarian and for any examination/treatment performed by the BUYER’s veterinarian.
- 2.4 At the SELLER’s discretion, any veterinarian's diagnosis shall be subject to confirmation by a veterinarian chosen by the SELLER and if necessary a third veterinarian shall be consulted to confirm the diagnosis.
- 2.5 The SELLER represents that this KOOIKERHONDJE has been wormed, if necessary, and has received vaccinations as listed on Attachment A.
- 2.6 The SELLER agrees to take this KOOIKERHONDJE back at any time after the first ten (10) days if for any reason the BUYER can no longer keep this KOOIKERHONDJE or if the BUYER is unsatisfied with this KOOIKERHONDJE for any reason, including but not limited to, appearance, temperament, and working ability. In such cases, the BUYER and SELLER shall equally share the costs of transporting this KOOIKERHONDJE back to the SELLER. No refund or replacement from the SELLER to the BUYER is required in such a case.
- 2.7 The SELLER shall notify the BUYER of any change of address within ninety (90) days of any such change.
- 2.8 The SELLER makes no warranties or representations that this KOOIKERHONDJE will achieve any specific titles or any other achievements during its lifetime.

## **SECTION 3 – BUYER’s Covenants and Agreements**

- 3.1 The BUYER agrees to always provide necessary medical attention to this KOOIKERHONDJE; this KOOIKERHONDJE shall be kept current on vaccinations and necessary medications, as recommended by a registered veterinarian; shall be given adequate housing, good quality canine food,

exercise, and companionship, shall not be neglected or mistreated in any manner, and shall be protected at all times from loss due to theft, illness or carelessness. This KOOIKERHONDJE will NOT be kept solely in a backyard or kennel, nor will it live tied, tethered, or chained. BUYER agrees that the SELLER shall be the sole and absolute judge of these conditions.

- 3.2 BUYER shall be solely responsible for any and all fees and expenses charged by the BUYER's veterinarian and for any examination/treatment performed by the BUYER's veterinarian.
- 3.3 Neither this KOOIKERHONDJE, nor any progeny of this KOOIKERHONDJE, shall be used for purposes of vivisection (animal experimentation) and they shall not be sold by or through any commercial or wholesale establishment, any pet store, or animal welfare group, or be offered as a prize at a raffle or auction or in any situation where there is little or no control of the animal's future.
- 3.4 The BUYER agrees to name this KOOIKERHONDJE with the kennel name ROSEWOOD as a prefix to the registered name.
- 3.5 The BUYER shall notify the SELLER of any UKC, AKC, or ARBA titles the KOOIKERHONDJE receives within ninety (90) days of the time that the UKC, AKC, or ARBA confirms the title.
- 3.6 The BUYER must be in good standing with the American Kennel Club (AKC) and ARBA.
- 3.7 It is recommended, but not required, that BUYER become a member of the Kooikerhondje Club of America for at least one year.
- 3.8 Buyer agrees to have this KOOIKERHONDJE neutered upon reaching the age of seven months, unless the BUYER and SELLER have agreed that the animal is of breeding and show quality.
- 3.9 BUYER acknowledges that BUYER is purchasing a dog of a fine, rare, tolling breed and that responsible breeders of this breed do all in their power to protect this breed from degradation and harm. Buyer further acknowledges that the SELLER and other breeders of Kooikerhondjes would be irreparably damaged if the breed is corrupted by, among other things, the breeding of this KOOIKERHONDJE indiscriminately to other Kooikerhondjes, or by cross breeding this KOOIKERHONDJE to dogs of other breeds. It is agreed that any indiscriminate breeding will result, at the sole and absolute discretion of the SELLER, in the forfeiture of ownership and possession rights of this KOOIKERHONDJE and it progeny WITHOUT ANY REFUND OF MONIES PAID.

#### **SECTION 4 – Specific Health Warranties**

- 4.1 The SELLER guarantees this KOOIKERHONDJE against hereditary defect as defined in 4.1a – 4.1d. In the event that it has been documented that this KOOIKERHONDJE is diagnosed as suffering from any of the hereditary defects defined in 4.1a – 4.1d, and this condition is confirmed by a veterinarian of SELLER'S choice, BUYER shall have the right to either:
  - (1) Return this KOOIKERHONDJE to the SELLER, at the SELLER'S expense, for a refund of the full purchase price without interest, or, replacement by a KOOIKERHONDJE of equal or greater quality at the SELLER's earliest possible convenience, or,
  - (2) Retain full possession and ownership of this KOOIKERHONDJE and obtain a refund of fifty percent (50%) of the purchase price without interest.

If BUYER chooses to exercise his or her right under Option 2, even though one or more of the following conditions as defined in 4.1a – 4.1d have been documented in writing, the BUYER agrees to have this KOOIKERHONDJE neutered, if it isn't already, within sixty (60) days, (unless agreed

otherwise in writing by both BUYER and SELLER), at the BUYER's expense, and to provide the SELLER with documentation from the registered veterinarian who performed the operation, stating that this KOOIKERHONDJE has been neutered, before any refund will be made. Any refund, without interest, will be made within ninety (90) days of receipt of all necessary documentation.

In the event that this KOOIKERHONDJE is returned to the SELLER due to hereditary defect, SELLER will bear all expenses of transferring this KOOIKERHONDJE from BUYER to SELLER, including airfare, health certificate, and transfer of registration.

Refund of the full purchase price, without interest, will be made to the BUYER within ninety (90) days of the return of this KOOIKERHONDJE and AKC, UKC, and ARBA registration to the SELLER.

- 4.1a Canine Hip Dysphasia (CHD), i.e. failure to be certified as having hip joints rated "Fair," "Good," or "Excellent," by a Diplomat of the American College of Veterinary Radiology or the Orthopedic Foundation for Animals (OFA), not caused by abuse, accident or injury, with verdict being rendered between twenty-four (24) and thirty-six (36) months of age.

BUYER acknowledges that environmental conditions play a role in a finding of evidence of CHD. In acceptance of this statement of fact, BUYER agrees that this warranty shall be null and void in the event of evidence of abuse, accident or injury to the hip joint(s).

Further, it is the BUYERS responsibility to maintain this KOOIKERHONDJE in normal weight. No more than ten percent above average for the breed, as evidenced by veterinary records maintained by the BUYERS veterinarian, so as to avoid undue stress on this KOOIKERHONDJE's hip joints during all the time prior to hip evaluation. BUYER agrees that this warranty shall be null and void if this KOOIKERHONDJE is not maintained in proper weight.

- 4.1b Hereditary Eye Disease, i.e., failure to certify clear of hereditary eye disease between the age of four (4) months and five (5) years of age by a member of the American College of Veterinary Ophthalmologists or the Canine Eye Registry Foundation, Inc. (CERF), the cause of which is not accident, abuse or injury.
- 4.1c Patellar luxation requiring surgical repair for this KOOIKERHONDJE from the date of receipt by the BUYER until the age of twenty-four months. Between the ages of twenty-four (24) months and thirty-six (36) months, patellar luxation OFA classification Grade two (2) or worse, determined by examination performed according to the OFA procedure, by a licensed veterinarian. The cause of which is not abuse, accident or injury.
- 4.1d VonWillebrand's Disease, as evidenced by conclusive DNA testing (rather than the non-specific vonWillebrand's Factor assay), with proof of testing results furnished to SELLER.

- 4.2 At the SELLER's discretion, any veterinarian's diagnosis shall be subject to conformation by a veterinarian chosen by the SELLER and if necessary a third veterinarian shall be consulted.

- 4.3 BUYER agrees to pay all costs relating to obtaining any and all health clearances.

**SECTION 5 – Acceptance**

5.1 By signing below, the BUYER and SELLER affirm that they have read and understand the terms and conditions set forth in this Sales Agreement and find them mutually agreeable and acceptable.

SELLER \_\_\_\_\_ Date \_\_\_\_\_

SELLER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

Attachment A: Vaccinations and Health Clearances

This KOOIKERHONDJE had received the following (normal) vaccinations.

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This KOOIKERHONDJE has been/has not been dewormed.

## Attachment B: AKC Limited Registration

### Limited Registration

Limited Registration means that the dog is registered but no litters produced by that dog are eligible for registration.

Chapter 3, Section 4A of the AKC's Rules Applying to Registration and Discipline states the following: "Limited Registration may be requested for a dog when application for individual registration of the dog is submitted, provided the application, together with a request for such limitation, is filed by the owner(s) of the litter at birth.

No offspring of a dog for which Limited Registration has been granted is eligible for registration. Each registration certificate for such dog shall carry notice of the limitation, and the limitation shall continue, regardless of any change of ownership, unless and until the owner(s) of the litter at birth shall apply to AKC for removal of the limitation."

A dog registered with an AKC Limited Registration shall be ineligible to be entered in a breed competition in a licensed or member dog show. It is eligible, however, to be entered in any other licensed or member event. These events include: Obedience, Tracking, Field Trials, Hunting Tests, Herding, Lure Coursing, Agility and Earthdog.

Limited Registration is determined by the litter owner(s). The litter owner(s) check the Limited box on the AKC Dog Registration Application.

Limited Registration certificates are white with an orange border; the Full Registration certificate is white with a purple border.

Limited Registration can be changed to Full Registration only by the litter owner(s). The litter owner(s) will need to obtain the Application to Revoke Limited Status. That form will then need to be completed and sent to our Raleigh address with the processing fee. After processing, we will send a Full Registration certificate to the dog's owner.

Limited Registration helps breeders protect their breeding programs. If breeders do not want puppies used for breeding purposes, they can request the Limited Registration option for those puppies.

The American Kennel Club does not license or endorse anyone engaged in the commerce of selling purebred dogs and, therefore, has no control over the business practices of those involved in such transactions. Membership in the American Kennel Club is comprised of independent dog clubs located throughout the United States. No individual persons are members of the AKC.

The AKC will not become involved in disputes concerning 'full' or 'limited' registration of a dog. These disputes must be resolved by the parties involved in the sale of the dog. The only exception to this is in cases where there is a contract, signed by all parties involved and made at the time of the dog sale, that stipulates the registration status. In those cases, AKC will initiate an inquiry on the matter.

<http://www.akc.org/reg/limitedreg.cfm>