

Capriccio Farm Newfoundlands

8955 Burchell Rd., Gilroy, CA 95020 (408) 847-1641 pamelar@garlic.com

General Contract of Sale for a Pet Quality Newfoundland Puppy

This sales contract entered into this ___ day of _____ 20__, between Pamela S. Rubio (Capriccio Farm Newfoundlands), (hereinafter referred to as BREEDER) and _____, (hereinafter referred to as BUYER) is done so freely by BUYER and BREEDER.

In consideration of the purchase price of _____ and all the mutual promises contained herein, BREEDER promises to and does hereby deliver and agree to transfer ownership to BUYER of the following Newfoundland dog:

Name:
Sex:
Litter/Registration #:
Date of Birth:
Sire Name and Registration #:
Dam Name and Registration #:

Puppy Guarantee

Health: BREEDER guarantees that, to the best of her knowledge, the puppy is in good health at the time of sale. The BUYER agrees to take the puppy to a licensed veterinarian within 72 hours of purchase for evaluation. Should it be determined that the puppy is suffering from a serious hereditary or communicable disease clearly attributable to the BREEDER, the puppy must be returned to the BREEDER within 48 hours, at the BREEDER's expense, for a full refund or a replacement puppy. The BREEDER reserves the right to a confirming diagnosis, by a veterinarian of her choice, prior to the return of the puppy.

Temperament: Temperament is the most important characteristic of the Newfoundland breed and the BREEDER guarantees temperament for the life of the dog. At the time of sale, all puppies have been evaluated as having a sound temperament. If at any time the BUYER believes that the dog has developed a temperament problem, the dog must be returned to the BREEDER, or a third party authorized by the BREEDER, at the BUYER's expense, for evaluation. If the BREEDER determines the dog has a temperament problem that makes it unable to function as a safe companion animal, the BUYER agrees that the BREEDER may euthanize the dog and a replacement puppy or refund will be provided according to the "Conditions of Replacement" listed below. If the BREEDER determines that a dog returned for "temperament" problems has been abused or neglected in any way (including a lack of, or improper socialization) no replacement puppy will be provided. Furthermore, the BUYER agrees to surrender the dog and sign the necessary papers to transfer sole ownership of the dog to the BREEDER without any right of refund or any other monetary consideration.

Dysplasia: The BREEDER guarantees the puppy against crippling hip or elbow dysplasia (defined as changes in the joint that are manifest by chronic lameness and an inability to function as a pet) until two (2) years of age. As dysplasia is caused by a combination of genetic, nutritional and environmental factors, it is not possible to guarantee against any dysplasia. If the dog develops crippling dysplasia, the BUYER must notify the BREEDER in writing and provide a statement of diagnosis from two (2) veterinarians, one of whom may be chosen by the BREEDER. A replacement puppy or refund will be provided according to the "Conditions of Replacement" listed below. The guarantee against dysplasia is null and void if the dog has not been maintained at proper weight (defined as easily palpable ribs).

Congenital Defects: The BREEDER guarantees the puppy against terminal congenital defects until the age of one (1) year. In the event the dog is diagnosed with a terminal congenital defect, the BUYER must notify the BREEDER in writing and provide a statement of diagnosis from two (2) veterinarians (one of whom may be chosen by the BREEDER) stating that the dog must be euthanized due to a defect of genetic origin. A replacement puppy or refund will be provided according to the "Conditions of Replacement" listed below.

Conditions of Replacement: In addition to the veterinarians' statements listed above, replacement conditions are as follows:

- 1) The dog must be euthanized.
- 2) The dog must not have whelped or sired a litter after placement with the BUYER.
- 3) The original BUYER must own the dog.
- 4) The replacement puppy will be of approximately equal quality in terms of conformation.
- 5) All shipping costs on the replacement puppy are borne by the BUYER. Shipping costs may include, but are not limited to, health certificates and vaccinations required for interstate travel, crate rental or purchase, and actual shipping costs.
- 6) The final decision to replace a puppy and the timing of such a replacement, or to provide a full refund is at the discretion of the BREEDER.

Conditions of Sale

- All puppies are sold on a 72-hour trial basis, during which time the BUYER's veterinarian should check the puppy. If the BUYER is not completely satisfied with the puppy, the puppy must be returned to the BREEDER, at the BUYER's expense, for a full refund of the purchase price, within 48 hours of notifying the BREEDER that the puppy is to be returned.
- The BUYER agrees that if, for any reason, he/she is unable to keep the dog at anytime during the dog's life, whether co-owned or under the sole ownership of the BUYER, the dog will be returned to the BREEDER who will relocate the dog to a suitable home. THIS IS AGREED TO BY THE BUYER AS A CONDITION OF THE SALE OF THE PUPPY. If the dog is returned in good health, the BREEDER will refund the following amounts to the BUYER, less any expenses incurred by the BREEDER, after the dog has been placed in an appropriate home:

From 72 hours up to 3 months after the time of sale - 75% of purchase price;
From 3 months up to 1 year after the time of sale - 50% of purchase price;
From 1 year up to 2 years after the time of sale - 30% of purchase price;
From 2 years up to 4 years after the time of sale - 20% of purchase price;
From 4 years on after the time of sale - no monetary refund.

Furthermore, the BUYER agrees to sign the necessary papers to transfer the sole ownership of the dog back to the BREEDER. This includes, but is not limited to, the American Kennel Club registration. The BREEDER will deduct the cost of veterinary and/or grooming care from the refund on any dog returned in poor condition. Poor condition includes, but is not limited to malnutrition, parasites, sickness, matted coat and/or disability. No refund will be given for a returned dog that has suffered abuse or neglect.

- BUYER shall assume full responsibility for the health of the dog following the initial 72-hour trial period. BUYER agrees to maintain the dog in good health at all times. Included with this sales contract are "Guidelines for Care" that cover training, vet care, feeding, exercise and grooming recommendations. It is necessary for the BUYER to follow these instructions in order for the BREEDER to stand behind this guarantee.
- The BREEDER is committed to raising sound, healthy, loving Newfoundlands. Dysplasia and congenital heart defects have been a recurring problem in our breed that can only be eliminated by careful, informed breeding. In order to help reduce the incidence of these defects in the Newfoundland dog, the BREEDER must know the condition of the joints and the heart in all dogs produced. To this end, the BREEDER requires that the dog's heart be checked by a Board Certified Veterinary Cardiologist between one (1) and two (2) years of age and that hip and elbow joints be x-rayed between two (2) and three (3) years of age. The cardiologist report and the radio-graphs must be sent to the Orthopedic Foundation for Animals (OFA) for evaluation. Copies of the evaluation report must be sent to the BREEDER as soon as they are available at which time a refund of \$50 will be given to the BUYER.
- The BUYER will register the puppy with the American Kennel Club using the CAPRICCIO prefix. The puppy may not be registered with any purebred registries other than the American Kennel Club without the written permission of the BREEDER.
- The BREEDER is selling this puppy as Pet Quality. The puppy will be registered on an AKC Limited Registration, which states on the certificate that "Offspring of this dog are NOT eligible for registration." Dogs registered on an AKC Limited Registration may participate in obedience trials, tracking tests, agility competitions, water trials, and drafting tests, but may not be shown in Breed competition.

In addition, the dog must be spayed/neutered between seven (7) and ten (10) months of age. Altered animals live longer, healthier lives. Spaying a bitch before her first heat greatly reduces the risk of her developing mammary cancer and eliminates the chance of life threatening uterine infections (pyometra). Altering a male eliminates the risk of his developing bacterial prostatitis or testicular cancer. The purchase of this puppy is CONDITIONAL until this requirement is fulfilled, and the dog may be repossessed by the BREEDER if it is not met within the specified time. When the BREEDER receives a copy of the spay/neuter certificate, a refund of \$50 will be given to the BUYER.

- Upon the death of the dog, at any age, prompt notice and the particulars of the death will be given to the BREEDER.
- It is agreed and understood that any and all costs and expenses necessary to implement or perform any term, covenant or condition of this contract shall be borne solely by the BUYER, unless otherwise stated herein. Any and all reasonable costs incurred by the BREEDER to enforce the terms and conditions of this contract will be paid by the BUYER. The BUYER agrees that any willful failure to adhere to this contract will result in the release of the BREEDER from any and all guarantees and any further obligation under this agreement. Furthermore, the penalty for violation of any part of this agreement by the BUYER shall be forfeiture of the dog and signed registration papers to the BREEDER, and the sum of \$10,000.00 paid to the BREEDER in the form of a cashier's check within five (5) days of the discovery of the violation. The BUYER also agrees that failure to return the dog in accordance with the instructions given by the BREEDER shall entitle the BREEDER to enter in and upon any

premises wherein the dog is being kept without being in breach of the peace or otherwise being deemed in violation of the law. This contract shall be governed by the laws of the State of California.

I have read, understand and agree to abide by the terms of this contract consisting of three 3) pages, including this page, dated this ___ day of _____, 20___, and signed by both parties to assure the well-being of the dog and the Newfoundland breed.

BREEDER, Pamela S. Rubio

BUYER

Phone:

Address:

E-mail: