

NYRAKYM & SAMALJANKAN



ALASKAN MALAMUTES

(Registered since 1990)



SALES AGREEMENT - COMPANION PUPPY

BUYER INFORMATION:

NAME:

ADDRESS:

HOME PHONE:

WORK PLACE AND PHONE:

EMAIL:

DESCRIPTION OF DOG:

NAME: puppy's "puppy name" and registered name, if known

AKC LITTER REGISTRATION #:

MICROCHIP #: AVID microchip #

BIRTHDATE:

DESCRIPTION:

Photo of puppy inserted here

SIRE/DAM :

NAME OF SIRE:

AKC #:

OFA # :

CERF # :

AMCA # :

CHIC #:

NAME OF DAM:

AKC # :

OFA # :

CERF #:

AMCA # :

CHIC #:

TERMS OF SALE:

Selling price: \$ 1000 Date(s) and Amount(s) Paid: \$250 deposit

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The dog is being sold with an AKC Limited Registration. The buyer acknowledges that such registration will not allow AKC registration of any puppies produced by this dog.

The buyer agrees that the dog is being sold as a companion.

The dog is being sold with the express agreement that the dog will be spayed/neutered at the earliest opportunity, according to veterinary advice. On receipt of a veterinary certificate of spay/neuter, the Seller will refund \$ 100.00 to the Buyer.

ADDITIONAL TERMS:

The breeder is very keen to check all progeny for inherited problems such as hip dysplasia and eye problems to enable future breeding plans to be based on sound knowledge of the problems seen in previous litters. Therefore, the Seller strongly encourages all puppy buyers to have their dogs screened using the official screening registries as follows:

1. Hip dysplasia – a radiograph of the hips should be taken by a licensed veterinarian and submitted to the OFA (Orthopedic Foundation for Animals Inc.) or OVC or PennHip for assessment, at 2 years of age or older
2. Eyes – examination of the eyes should be performed by a board certified veterinary ophthalmologist (Dip. ACVO) under the CERF (Canine Eye Registration Foundation) scheme at 1½ years of age or older.

On receipt of genuine copies of the original documentation from OFA and CERF (or the original eye examination form), the Seller will refund \$ 150 to the Buyer. The originals can be sent & will be copied at the Seller's expense and returned to the buyer, if requested.

WARRANTY:

The dog is warranted to be in good health at the time of delivery. It will have been dewormed at least twice, and will have received at least one vaccination for parvovirus, hepatitis, distemper, and parainfluenza. It will also have been examined by a veterinarian and microchipped for identification.

The Buyer is strongly encouraged to have the dog examined by a veterinarian within seven (7) business days of the time of delivery. This is recommended in order to ensure that the dog does not have health problems that were not found by the veterinarian prior to the time of delivery. If a serious health problem is found by a veterinarian within the 7 business days specified above, the Buyer has the option of returning the dog immediately for either

- a) a full refund of all original purchase costs, or

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b) a replacement puppy, if and when one becomes available.

The Seller's liability for Warranty is limited to the amount of original purchase and shipping costs paid by the Buyer.

HEALTH GUARANTEE:

Companion dogs are guaranteed not to have congenital or hereditary diseases that will affect their quality of life as a companion, including, but not limited to, any degree of hip dysplasia or debilitating eye disorders except "juvenile" cataracts, as noted below.

"Juvenile" cataracts (Posterior polar subcapsular cataracts) that result in a maximum of 50% loss of vision are common in all lines of Alaskan Malamutes. Provided that vision loss does not exceed the amount stated above, companion puppies are not warranted for this disease. Should the dog be diagnosed with juvenile cataracts at the CERF examination, a re-test is recommended after 18 months to assess the progression of the cataracts. If the cataracts are severe enough to cause more than 50% loss of vision, the refund/replace provision of this contract applies through the dog's 7th year of age.

If a health problem of a hereditary or congenital nature that will significantly affect the dog's quality of life as a companion is found at any time after the 7 business day period noted in the Warranty section above through the dog's 5th year of age, the Buyer may choose to either keep the dog (and to provide proof of spay/neuter to the Seller) or to return the dog to the Seller. In either case, the Buyer may choose either:

- a) a replacement companion-quality puppy (as and when one becomes available), or
- b) a partial refund of 1/2 the original purchase price paid, minus any rebates as described above.

The Seller's liability for Guarantee is limited to the original purchase costs paid by the Buyer.

The Seller has the right to request proof of health problems, including the right to request copies of all veterinary records pertaining to the problem, and the right to communicate directly with the veterinarian(s) involved in the case.

BUYER'S RESPONSIBILITY FOR CARE OF THE DOG:

The Buyer agrees to provide the dog with comfortable and humane confinement, including a clean, fenced play area or kennel, shade and shelter from the weather, proper food and fresh water. The

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Buyer also agrees to provide the care of a qualified veterinarian in the case of illness or injury and for preventative health care.

The Buyer agrees to provide vaccinations and treatment for parasites as recommended by the Seller or the Buyer's veterinarian. Failure to do so may nullify any and all guarantees, at the sole and absolute discretion of the Seller.

The Buyer agrees to not:

1. Allow the dog to roam.
2. Willfully abuse or otherwise mistreat the dog.
3. Tie or chain the dog, except as necessary due to temporary circumstances.
4. Allow the dog to ride outside of a secured travel crate in the back of a pickup truck or other open vehicle, nor to allow the dog to ride loose in enclosed vehicle with the windows down so that the dog can fit its head out of the window.
5. Allow the dog to pull loads or pack weight in excess of 10% of its body weight, or to exercise the dog vigorously on hard surfaces prior to the age of 2 years.

The Buyer agrees to contact the Seller for advice and/or assistance if, for reasons beyond the Buyer's control, the Buyer finds that the above conditions cannot be adequately met.

The Buyer agrees that he/she will not sell, give away or otherwise dispose of the dog if the Buyer is unable or unwilling to keep the dog, but instead will return the dog, with signed CKC registration papers and all vaccination records, to the Seller. In such event, the Seller will not question the Buyer's decision to relinquish the dog. Where necessary, the Seller will pay or provide for transportation to return the dog to the Seller. The Seller will return to the Buyer any proceeds from the re-sale of the dog, up to, but not exceeding, the original price, net of reasonable shipping, selling and maintenance expenses. At the Seller's option, the Buyer may obtain the Seller's written approval of a new home found by the Buyer. In any case, the Seller is to have right of first refusal in any transfer of ownership of the dog, including transfer necessitated by the death of the Buyer.

The Buyer agrees to notify the Seller immediately if the dog is lost, stolen, or dies. The Buyer also agrees to notify the Seller should the Buyer relocate and/or change telephone numbers.

If the dog is physically harmed by the Buyer's failure to provide for the dog as described in this section, the Buyer may be subject, at the sole and absolute discretion of the Seller, to a penalty not to exceed \$5,000.

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OTHER TERMS:

Except where otherwise stated above, the Seller's liability shall never exceed the amount of money originally paid to the Seller for the dog, less any refunds made by the Seller to the Buyer. The Seller is not responsible for liability to any parties other than the Buyer.

The rights and responsibilities documented in this contract are to be transferred with the dog, should the custody or ownership of the dog change in any way.

If any part of this contract is violated by the Buyer or custodian of the dog, legal ownership and custody of the dog and its CKC registration papers and health records revert to the Seller and all guarantees are null and void. The Buyer is responsible for any and all costs associated with enforcement of penalties and remedies stated within this contract.

SCOPE:

This agreement embodies the entire agreement between the parties hereto, and supersedes any and all other agreements between the parties in connection with the sale of the dog described herein. This agreement may be amended at any time by the consent and signature of all parties in writing, provided that the written document so states that the purpose of the document is to amend this agreement.

ACCEPTANCE:

By signature below, the Buyer(s) and the Seller(s) affirm that they have read and understand this agreement and will abide by the articles of this agreement.

BUYER: _____	DATE: _____
BUYER: _____	DATE: _____
SELLER: _____	DATE: _____
SELLER: _____	DATE: _____