

# NYRAKYM & SAMALJANKAN



## ALASKAN MALAMUTES

(Registered since 1990)



### SALES AGREEMENT - SHOW PROSPECT

#### BUYER INFORMATION:

NAME: your name  
ADDRESS: your address  
HOME PHONE: your phone #  
WORK PLACE AND PHONE: your work phone  
EMAIL: your e-mail address

#### DESCRIPTION OF DOG:

NAME:  
CKC LITTER REGISTRATION #:  
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: \$ Contact us Date(s) and Amount(s) Paid: \$250 Deposit

# **NYRAKYM & SAMALJANKAN**



## **ALASKAN MALAMUTES**

(Registered since 1990)



### **SALES AGREEMENT - SHOW PROSPECT**

The dog is being sold as a show prospect. The Buyer agrees that "show prospect" does not guarantee that the dog will attain its AKC championship, nor is it a guarantee that the dog will not develop faults as it matures. The Buyer agrees to not breed the dog prior to a) completion of its AKC championship and b) completion of all health certifications, as noted below, except with the express permission of the Seller.

The Buyer agrees to make a reasonable attempt to complete the dog's AKC championship. The Seller may release the Buyer from this requirement, at the Seller's discretion, if the dog has not developed to a sufficient quality by 4 years of age to finish his or her AKC Championship and to be of breeding quality (in which case the refund provisions under the Health and Quality Guarantee section below apply). The Buyer agrees to not spay or neuter the dog without written permission from the Seller, except where such surgery is required as an emergency life-saving procedure.

The following actions are assumed to constitute a "reasonable attempt" to complete dog's championship:

- Attending handling and or puppy socialization classes, where available
- Keeping the dog in show coat and good physical condition, as recommended by the Seller
- Utilizing the services of a reputable professional handler (at the Buyer's option)
- Entering and exhibiting the dog in shows when it is mature, in show coat, and in good physical condition

If the Buyer is unable to make a reasonable attempt to complete the dog's AKC championship, the Buyer agrees to allow the Seller to keep and/or show the dog to complete its AKC championship (upon which the dog will be returned to the Buyer). If the Buyer elects to allow the Seller to show the dog, all related expenses including transportation, entry fees, and reasonable boarding expenses will be the sole responsibility of the Buyer.

#### **ADDITIONAL TERMS:**

To be added, if any.

#### **WARRANTY:**

The dog is warranted to be in good health at the time of delivery. It will have been wormed at least twice, and will have received at least one vaccination for parvovirus, hepatitis, distemper,

# **NYRAKYM & SAMALJANKAN**



## **ALASKAN MALAMUTES**

(Registered since 1990)



### **SALES AGREEMENT - SHOW PROSPECT**

leptospirosis 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
- 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 AND QUALITY GUARANTEE:**

All show prospects are Guaranteed to not have congenital or hereditary diseases that will affect their ability to be shown in AKC Conformation shows or to be ethically bred, including, but not limited to, any degree of hip dysplasia or any eye disorders that will disqualify the dog from CERF (Canine Eye Registration Foundation) certification.

If health problems of a hereditary or congenital nature that would prevent or preclude showing or breeding the dog are found at any time before 3 years of age, or if the dog does not develop to be of sufficient quality (as agreed by the Seller) by 4 years of age to complete its AKC championship and to be of breeding quality, the Buyer may choose to either

- a) keep the dog (and provide proof of spay/neuter to the Seller) and receive a refund of 1/5 of the purchase price
- or
- b) to return the dog to the Seller and receive a refund of 1/2 of the purchase price.

Alternatively, a replacement puppy may be taken in lieu of a monetary refund, by mutual agreement of both buyer and seller.

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.

# **NYRAKYM & SAMALJANKAN**



## **ALASKAN MALAMUTES**

(Registered since 1990)



### **SALES AGREEMENT - SHOW PROSPECT**

#### **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 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 a licensed 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 (not to exceed an accumulation of 3 weeks in a one year period).
4. Allow the dog to ride outside of a secured travel crate in the back of a pickup truck or other open vehicle.
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.
6. Euthanize or have the dog euthanized except where so advised by the Seller (in writing). The dog may only be euthanized under the supervision of a licensed veterinarian.

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/AKC registration papers and 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. In such a case, Seller will return to the Buyer any proceeds from the resale 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.

# **NYRAKYM & SAMALJANKAN**



## **ALASKAN MALAMUTES**

(Registered since 1990)



### **SALES AGREEMENT - SHOW PROSPECT**

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.

#### **BUYER'S BREEDING RESPONSIBILITIES:**

The Buyer agrees to not:

1. Allow the dog to be bred without having it x-rayed and certified clear of hip dysplasia by the Orthopedic Foundation for Animals (OFA).
2. Allow the dog to be bred prior to completion of its CKC/AKC championship.
3. Allow the dog to be bred without having its eyes certified clear of eye disorders that are listed by CERF (Canine Eye Registration Foundation) as non-certifiable.
4. Allow the dog to be bred without first applying for the AMCA ChD (chondrodysplasia) certificate number.
5. Allow the dog to be mated to a dog or bitch that does not have the health clearances noted above.
6. Allow the dog to be bred before the age of 2 years.
7. Allow the dog to be bred to a wolf, a wolf-hybrid, or any other dog that is not a registered Alaskan Malamute (registered with a recognised National Kennel Club, eg. CKC, AKC).

The Buyer agrees to provide the Seller with all health certification numbers and copies of the official documentation within a reasonable time of receipt of same.

The Buyer agrees that, where a litter is produced by the dog (either sex), all parties to the breeding will agree in writing to the following:

1. No offspring will be sold in litter lots, or to pet shops, or to distributors or agents abroad or in Canada for resale purposes.
2. No offspring will be sold to any person who owns an unneutered/spayed wolf or wolf-hybrid, or to any person who is known or suspected to participate in the breeding or sale of wolf-hybrids.
3. No offspring will be sold without a contract that includes similar guarantees and return requirements that are included in this contract.

# **NYRAKYM & SAMALJANKAN**



## **ALASKAN MALAMUTES**

(Registered since 1990)



### **SALES AGREEMENT - SHOW PROSPECT**

Should the Buyer of a show prospect violate the breeding provisions noted above, the Buyer agrees to pay to the Seller 100% of the greater of the monetary proceeds of the breeding or the current market value of puppies produced by the breeding, less actual documented direct expenses incurred by the Buyer. In addition to the above penalty, the Seller may, at her sole and absolute discretion, require that a bitch be returned to the Seller for care during her pregnancy and until the puppies have been placed in their new homes. All costs of transportation are to be at the Buyer's expense (transportation costs may be included as direct costs).

All or parts of this section may be waived by written agreement signed by both Buyer and Seller.

#### **OTHER TERMS:**

The Buyer agrees to adhere to the Code of Ethics of the Alaskan Malamute Club of America.

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/AKC 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.

# NYRAKYM & SAMALJANKAN



## **ALASKAN MALAMUTES**

(Registered since 1990)



### SALES AGREEMENT - SHOW PROSPECT

**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: _____