

Sayre's
Two Ponds Kennel
PURCHASE AND SALES AGREEMENT
Revised 4/1/2013

The following agreement is between Gary H. Sayre Jr., at Two Ponds Kennel, hereafter referred to as "Breeder"

and _____),
hereafter referred to as "Buyer" for the sale and purchase of one purebred dog of the Mastiff breed.
No verbal agreements will be entered into.

Registered Name: 2PK

Mastiff puppy, Reg# _____, Color: _____ Sex _____

Microchip # _____ whelped on: _____

Sire: _____ AKC# _____ CKC# _____

Dam : _____ AKC# _____ CKC# _____

Will become the property of the Buyer upon the fulfillment of the following conditions:

A. PURCHASE PRICE

Purchase price of \$ _____ paid by the Buyer to the Breeder.

A non-refundable deposit of \$ _____ has been made on (date) _____ Check# _____ and the puppy will be held until (date) _____. At that time the balance of the purchase price \$ _____ must be paid in full in either a lump sum or through payments received or the deposit is forfeited and alternate arrangements will be made for the placement of the puppy.

Note*** Final payment must be made in advance or with cash or money order. No checks, no exceptions

B. TRANSPORTATION COSTS

All transportation costs will be paid by the buyer. Transportation costs (shipping container, airport delivery charge , and any expenses involved in the shipping of the puppy must be prepaid before the puppy is shipped. Freight charges, including full insurance, are normally approximately \$350.

It is further agreed by both parties that:

A. USE OF DOG

It is agreed between Breeder and Buyer that this dog is being acquired as a family companion dog or for a working dog to be used for tasks appropriate to its breed such as therapy dog or for exhibition in AKC conformation, obedience, or agility competition.

Buyer agrees that the dog is not purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation. Specifically it will not be used as a guard or attack dog or to hunt or fight other animals.

The Buyer agrees that he/she will not sell, transfer ownership or possession of the puppy or any of his/her progeny to any person or organization whose intent it is to resell (pet store), trade, or give away the dog, or use it in any experiments, laboratory or otherwise or to use it as breeding stock for a puppy mill.

B. HEALTH AND HEALTH GUARANTEE

All precautions have been made to insure that this puppy is in excellent health at the time of purchase including vaccinations at 6 weeks of age and has been dewormed on a regular basis. The breeders' veterinarian has made a final health check and a current health certificate is included in your new puppy packet. It is recommended that additional vaccinations be given at 9, 12 and 16 weeks of age, with annual booster immunizations. Additionally, male show dogs have been checked and verification has been made that both testicles have descended at the time of pickup. _____ (Initial) Accidents can happen with new puppy dogs, and this contract does not cover testicle trauma after the puppy goes to his new home.

The Breeder warrants the puppy to be in excellent health and free from parasites at the time of purchase/pickup, but has not made and does not now make any further warranties as to the puppy's condition after pickup. It is the Buyer's responsibility to prevent illness and injury by providing necessary booster vaccinations, veterinary care, proper nutrition, fresh water, shelter, training and supervision. The breeder has made every effort to breed healthy dogs and has raised this puppy to the best of his ability. Risk of future development of any health condition such as cancer, cysts, bloat, OCD, angular limb disorder, antebrachial growth, carpal hyperextension, lameness, hip or elbow dysplasia, sight, smell, or hearing impairment, skin rash, eyelid entropion, breathing problems, heart attack, or any other medical condition are the responsibility of the Buyer.

It is recommended by the Breeder that the Buyer take the puppy to a Veterinarian of his/her choice and give Ten days from the date of delivery of the puppy in which to do so. If, within those ten days, a veterinarian finds the puppy to be unsound, unhealthy, or possessing a serious genetic defect, a statement in writing must be provided to the Breeder by that veterinarian documenting said condition for Breeders' veterinarian to review. Upon confirmation from Breeders' vet of said condition, Buyer may return the puppy, registration and all of his/her effects to the Breeder and receive a full, immediate refund of the purchase price. All transportation costs involved are the responsibility of the Buyer.

C. REGISTRATION

The Breeder certifies that the dog has been registered under the Regulations of the American Kennel Club as a purebred Mastiff and will provide the proper forms for transfer of ownership of this registration as soon as they are received from AKC.

Buyer agrees that the Breeder's kennel name prefix "Two Ponds" or "2 Ponds" or "STP" or "S2P" or "2PK" is the beginning of the puppy's registered name on the Registration certificate, and will not be changed.
_____ (initial)

The Buyer agrees to register transfer of ownership of the puppy with AKC within 60 days of receiving the AKC registration papers and that this transfer will be recorded in the name of the party listed on this contract. The buyer also agrees that this puppy will not be registered with any other registration service other than the American Kennel Club or the Canadian Kennel Club.

D OWNERSHIP RESPONSIBILITIES

The Buyer agrees to maintain the dog in a humane environment and properly train and care for it. Specifically the dog will be properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases as recommended by a qualified veterinarian. The dog will not be allowed to roam and will be socialized and obedience trained appropriately.

The Buyer agrees that this puppy will not be raised on slippery surfaces, not be allowed to bound up and down stairs, rough-house with larger dogs, jump down from heights or out of cars, etc, as this type of activity will contribute to the breakdown of joints and growing bones, dislocation of shoulders, hips and damaged elbows.

The Buyer further agrees that the puppy's weight will be under strict supervision until the dog reaches his/her second birthday. It is far better to have the dog slightly underweight than overweight as excess weight contributes to structural breakdown of the dog. Buyer also agrees nothing will be given to the dog that would encourage rapid growth including steroids, nutritional supplements, and anything that promotes rapid weight gain. (Glucosamine/Chondroitin sulfate supplements and Vitamin C excluded)

It is the breeder's recommendation that this puppy should be raised exclusively on _____
_____ Food until the age of 24 months.

Please do not feed any other brand of puppy food. If you feel you must feed a different brand of food please stick to ADULT formulas with no higher than 23% protein.

E SPAY AND NEUTERING

Bitches which are purchased as family companions and dogs which are judged not to be of show and breeding quality should be spayed or neutered when they near maturity, around twelve months of age.

F SHOW QUALITY PUPPIES

The Breeders will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet quality. There is no guarantee that a puppy evaluated as "Show Quality" will be successful in the show ring as an adult or as a breeding animal and no warranties are made to that effect.

Buyer agrees that if said dog is shown and becomes a Champion, a picture along with a copy of Championship certificate will be sent to the Breeder at the above address. Breeder may publish this information stating that Sayre's Two Ponds Kennel (Breeder) is the Breeder of the dog along with the Buyer stated as being the owner.

G RIGHT OF RECOVERY/REPLACEMENT

If, for whatever reason, the Buyer can not or does not wish to maintain custody of the dog (at anytime during its' lifetime) the Breeder is to be notified immediately of such case. The dog is not to be sold or placed anywhere without written consent from the Breeder. The Breeder will help assist in any placements of said dog/puppy. The Breeder will always accept the dog/puppy back at no cost to the Breeder. The breeder wishes to make sure that this dog is well cared for and placed in a proper environment for it's whole lifespan.

H. LIMITATIONS OF CONTRACT

This contract applies to the original puppy only and is non-transferable to a second party. No replacement puppy will be given or discount given on a future puppy if the male or female puppy has been bred, neutered or spayed (unless sold on a spay/neuter contract). Anything else not stated or covered in this contract may only be made with the seller/breeders written consent.

I. UNDERSTANDING THE TERMS OF THE CONTRACT

Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. This contract is under the jurisdiction of the state of South Carolina, in the county of Spartanburg. It is agreed the place of venue shall be in Spartanburg, South Carolina. Any breach of this contract could be detrimental to the name and reputation of the seller/breeder and the breeder/seller will be entitled to 5 times the purchase price of the puppy including but not limited to attorneys fees, court cost, any and all expenses acquired and (or) the puppy back. All other states and counties are asked to please accept this contract as legally binding and enforceable.

This contract is designed to protect the Mastiff and its future offspring, the Breeder and the Buyer of said Mastiff. By signing, all parties agree to all clauses of this contract.

CONTRACT - Puppy Sale

*******Receipt*******

DATE: _____

Two Ponds Kennel

Breeder & owner:

Gary H. Sayre Jr. 864-978-5327 _____

850 Sayre Rd.

Pauline, SC 29374 csayre@2ponds.com WWW.2PONDS.COM

As Buyer I agree to the terms of this puppy contract pages 1-4 and have taken possession of this puppy in good and acceptable condition. I have paid in full and release these funds to The Hunt Connection LLC owned by Gary Sayre (DBA Two Ponds Kennel) and am in full acceptance of this transaction.

I further being of legal age agree to release indemnify and discharge the owners of Two Ponds Kennel and to hold harmless from any and all claims of property damage, injury, or death now or that I may subsequently accrue in the future. The owners being Gary & Nicole Sayre and their family members, heirs and assigns. In the matter of entering upon the premises of 850 Sayre Rd. Pauline SC 29374 and purchase of, with the intent of keeping and the raising of live animals.

BUYER: _____ DATE: _____

Name - please print: _____

ADDRESS: _____

CITY, STATE, ZIP ;: _____

PHONE: _____

E-MAIL: _____

BUYER: (Co-owner) _____ DATE: _____

Name - please print: _____

ADDRESS: _____

CITY, STATE, ZIP ;: _____

PHONE: _____

E-MAIL: _____