

LaTierra Vizslas

Laraine & Crandon Clark – P.O. Box 50358 Amarillo, TX 79159
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www.latierravizslas.com

Pet Puppy Sales and Co-ownership Agreement

This agreement is between Crandon F. Clark, Jr. (Seller) and (Buyer):

Buyer's Address: _____ City: _____ State: _____ Zip: _____
Buyer's Phone: (Home) _____ (Cell) _____
Buyer's email: _____

Vizsla Puppy Litter Color: _____ Sex: _____

Litter Registration #: _____ DOB: _____

AKC Registered Name: _____

AKC Registration #: _____

AKC CAR Microchip ID# _____ . Prepaid Microchip is already inserted.

Seller owns this microchip and will maintain registration information. Buyer agrees to notify seller of any change in address, cell phone, and email within one week so that the national contact database can be updated with buyer's most current information.

Sire: _____

AKC#: _____ OFA CHIC#: _____ AKC DNA# : _____

Owner(s): _____

Dam: _____

AKC#: _____ OFA CHIC#: _____ AKC DNA# : _____

Owner(s): _____

Today's Date: _____

Co Ownership : Yes Buyer's Initials: _____

Co-Owners: _____

Co-Owner (sellers) contact

Crandon and Laraine Clark

PO BOX 50358

Amarillo, TX 79159

Emergency Phone

Crandon Cell: 806 570 3320 Laraine Cell: 806 570 3480

Terms of Sale

The following terms and condition constitute a sales contract between the Buyer and Seller regarding the puppy described above. These terms and conditions are entered into and agreed upon by both the Buyer and the Seller, and they acknowledge the moral and legal worth of this contract. This Agreement is made for the mutual benefit and protection of the Buyer and Seller, for the protection of the named dog, and for the protection and preservation of the Vizsla breed. Sellers are primarily interested in placing dogs with loving, Vizsla appropriate homes while protecting their reputation as reputable, responsible breeders by preventing unauthorized breeding with dogs that carry the LaTierra Vizslas name.

1. The Vizsla Puppy is purchased for the total price of \$_____, balance is due in full upon delivery of dog. Puppies are reserved by approved buyers with their 50% deposit at the time of pregnancy announcement. The puppy/dog shall be co-owned by Crandon and Laraine Clark (Sellers) and _____ (Buyers). Crandon and Laraine Clark will be listed as second and fourth owners, Buyer(s) will be in first and third position on the AKC registration as the custodial owners.
(Buyer Initials_____)

2. Buyer agrees to use the Seller's kennel chosen name **LaTierra's** as a prefix for the AKC registered name. Full AKC registered name to be chosen by Seller. **AKC Registered Name** is: _____. (Buyer Initials_____)

Buyer's chosen **Call Name**:_____. (Buyer Initials_____)

3. Buyer agrees to use the following theme for the AKC registered name: "Fine Wine and Chocolate"__. (Buyer Initials_____)

4. Buyer agrees the Breeder/Seller will call upon their 10 years of experience to choose the best match for the Buyer. (Buyer Initials_____)

5. The Seller warrants that on today's date, noted on the first page of this contract, the

puppy appears to be free from any communicable diseases, is in apparent good health, and is free from any wounds or injuries except as may be noted herein:

_____. Puppy has had its first set of vaccinations and a veterinarian examination at 7 weeks, been de-wormed by Seller at 6 weeks, and has had tail docked and dewclaws removed according to the VCA Vizsla standard. (Buyer Initials_____)

6. Buyer agrees to have the puppy examined by a **veterinarian** at Buyer's expense, within 5 days after delivery. Buyer's veterinarian should also verify proper functioning of the 'AKC Reunite' **microchip already inserted under the dorsal skin of the puppy by the seller's veterinarian**. Record of veterinarian's examination, testing and results with veterinarian's letter head, name, address and phone number included, shall be provided to Seller within 24 hours (can be email or fax). Should the veterinarian **certify in writing** that the dog is **ill or unsound**, Buyer may elect to **return the puppy for a full refund of the purchase price**. Buyer and Seller agree that if a veterinarian certifies something is wrong with the puppy, the Seller must be advised immediately (the same day as the vet check) if the puppy is to be returned to the Seller. The Buyer is responsible for all costs involved in returning the puppy to the Seller. (Buyer initials_____).

7. Buyer agrees to keep this dog on a current vaccination, heartworm, flea preventative and health check-up schedule as recommended by a licensed veterinarian. Buyer also agrees to **maintain dog at an optimal weight** within a range appropriate for the breed, see "one rib diagram", keep nails trimmed to prevent foot damage, and brush dog's teeth at least once a week. (Buyer Initials_____)

8. Buyer will notify Seller immediately (within 12 hours) in case of going missing, serious illness or injury to the dog. Euthanasia must be approved by the Seller/Breeder of this puppy/dog upon receiving written diagnosis and prognosis from a licensed veterinarian stating euthanasia is in the best interests of the puppy/dog. (Buyer Initials_____)

9. The Buyer agrees that this dog may **never be sold, given away, placed in a shelter, or euthanized as a means of disposal**. Buyer may **not** transfer ownership EXCEPT back to the seller, in forfeit of the purchase price, in which case the dog's AKC certificate shall accompany the dog, signed over to the Seller as the sole owner of the dog. In addition, **all health records** must be **forwarded to the Seller** within 1 week. Any other **transfer of this dog, without the Seller's written permission, shall constitute a material breach** of this Sales Agreement. Buyer agrees that in the event the dog is transferred without Seller's written permission that said breach will **constitute damage to the Seller** requiring Buyer to pay Seller the sum of \$10,000 in liquidated damages in addition to all related legal fees. (Buyer Initials_____)

10a. At the Buyer's death, separation or divorce, the dog will go with one of the original

buyers listed here, _____(or), if not, the dog will be returned to the Breeder/Seller, in forfeit of the purchase price. Seller will make arrangements for pick-up and transport. Buyer(s) or Buyer(s)' estate(s) agree(s) to make the dog available to the Seller in the event this return clause is triggered. (Buyer Initials_____)

10b. Should the Seller (Crandon F. Clark) or co-owner (Laraine Clark) pre-decease this dog, the Buyer agrees each Clark spouse will retain authorized signatory rights and still retain rights for breeding determination and right to first refusal. Should both Crandon and Laraine Clark pre-decease this dog, Katharine Clark and Joan Z. Toepke will be designated AKC Authorized Signatories for the affairs of LaTierra Kennels and will retain the rights of breeding authorization and right to first refusal described herein.
(Seller Initials _____)(Buyer Initials _____)

11a. Buyer agrees that the dog will **live indoors**, as a member of the family, be free of abuse and neglect, and shall never be allowed to roam free (unsupervised). Buyer shall provide a fenced yard adequate to confine the dog. Dog may not be tied or tethered outside. Dog is to be confined inside the Buyer's residence and not left outdoors unsupervised when Buyer is away from home. Buyer agrees that the dog shall be kept primarily in the Buyer's living quarters as a beloved family pet. Buyer agrees Vizslas are a very sociable breed and must have daily interaction with family members.
(Buyer's Initials_____)

11b. Buyer agrees the dog will never ride in a motor vehicle with out proper **restraint (seatbelt) or crating**. The dog may never ride in a truck bed unless within a properly secured kennel or crate designed for dog transport and tethered to the truck body. (Buyer Initials_____)

12. The puppy's **AKC Companion Animal Recovery** pre-paid **micro-chip** has already been inserted. Seller has paid for and will retain ownership of this micro-chip. **Buyer agrees** never to remove this microchip and to notify seller immediately should the microchip malfunction. Buyer agrees to **notify** the seller of any **change of address, email, or cell phone number** within **1 week** of moving so Seller can maintain accurate micro-chip registry records. The Breeder/Seller's name and information will remain as primary contact on the registry and the Buyer's name and information as the alternate contact. Should the Buyer be unavailable due to outdated contact information Seller will make transport and pick-up arrangements for recovery of this dog. Buyer will reimburse seller for the cost of recovery and transport should they want the dog returned. (Buyer Initials_____)

13. Buyer agrees to maintain preventative healthcare of this dog in regards to hip arthropathy. Hip arthropathy has 5 major causes: (1) gonadectomy (spay and neuter), (2) genetics (congenital hip dysplasia), (3) diet, (4) over-feeding and (5) too much exercise at a young age. Buyer understands that growing puppies are at risk of growth plate and joint

injury from strenuous activity. Buyer agrees to refrain from prolonged exercise of puppy on hard surfaces, high jumping (as in agility), or running on lead longer than 10 minutes, for the first 18 months of the puppy's life. **At NO TIME, should this puppy/dog be "roaded" behind a motor vehicle in any manner. Should Buyer violate this clause, all warranties by the Seller in paragraph 14 below in regards to orthopedic health, including, but not limited to, hip and elbow dysplasia, are null and void.** (Buyer Initials_____).

14. The Seller warrants that the sire and dam of this dog have been certified free of Hip Dysplasia by the Orthopedic Foundation for Animals, Inc. (OFA). Buyer understands that the Seller has made every reasonable attempt to ensure the future orthopedic health of said dog. However, should the dog develop crippling (requiring surgery) hip or elbow dysplasia within the first 26 months (as evidenced by radiological studies read by a certified veterinary radiologist or read and rated by the Orthopedic Foundation for Animals and provided to Seller), **Buyer has 2 options:** (1) Sign ownership of the dog over to the Seller for a **full refund of the purchase price**, OR (2) keep the dog, repair the hip(s) receiving **½ the purchase price from Seller**. Severity of joint arthropathy and necessary surgery shall be documented by a letter from a veterinary orthopedic specialist detailing procedure to be performed, the procedure's cost estimate, together with x-rays of the hips or elbows including their evaluation and rating from the OFA. In either case, the dog shall be spayed or neutered, never bred, and all the associated costs of the spay/neuter procedure will be the Buyer's responsibility. (Buyer Initials_____)

15. Buyer under this pet contract is not required to have an **evaluation of the dog's hips and elbows** performed by the Orthopedic Foundation for Animals (OFA) between the dog's second and third birthday. If the Buyer elects to have an OFA evaluation, the results should be forwarded to the seller to complete seller's records. (Buyer Initials_____)

16. The Seller will supply a 3-generation pedigree.

17. The Buyer agrees **NOT to acquire or purchase another puppy or dog**, until this puppy is 12 months old or older and has completed all the puppy and early developmental phases. (Buyer Initials_____)

18a. The Buyer agrees to provide the Breeder/Seller with digital **photographs** by email of the puppy every six months minimum until the puppy has reached 3 years of age and is considered mature. Each set of pictures should include at minimum: head shot, side view (stacking photo) and front view. This will allow the Breeder to track the conformation traits in his/her line. (Buyer Initials _____)

18b. Buyer to permit publication, by Seller, of dog's **accomplishments and photographs** on Seller's website or in dog-related publications for advertising or promotion purposes. Buyer has the **right to remain anonymous** in these dog-related publications or advertisements if the Buyer is not depicted along with the dog in the provided photographs. (Buyer Initials_____)

19. This puppy is being sold as a COMPANION pet under an **AKC Limited Registration**. This means that the puppy is registered with AKC, but his/her offspring cannot be. The **Seller reserves the right to refuse registering** with AKC, or any other registry, any puppies/dogs produced from this dog without the sellers written authorization to that specific breeding. Buyer agrees not to attempt to register (with the AKC or any other registration entity) any puppies/dogs produced by this dog. The Seller reserves the right to collect damages and recoup legal costs resulting from unauthorized breeding, typically \$10,000 per litter or \$2500 per puppy, whichever is more. This dog is able to compete in all AKC events EXCEPT breed conformation shows. For a complete description of Limited Registration, please visit the AKC website. (Buyer Initials_____)

20. **Buyer agrees NEVER to breed this dog.** The dog may be spayed or neutered between 24 and 30 months of age **with seller's written permission**. Buyer shall notify Seller beforehand and upon completion of surgery with Veterinarian's Certificate. Should the Buyer develop an interest in showing the dog in conformation shows, Seller shall arrange to have the dog evaluated to determine if **Limited Registration** will be changed to **Full Registration**. In such cases, Buyer agrees to sign and abide by Seller's Show Puppy Contract before registration is switched. Buyer agrees that Full Registration still means that this dog cannot be bred without prior written authorization by Seller. (Buyer Initials_____)

21. **Seller will offer advice** on raising, training and handling this dog throughout its entire lifetime. (Buyer Initials_____)

22. **Buyer agrees to socialize and train** this dog. Buyer agrees to either take the dog to two 8-week obedience/manners classes or pay for 8 weeks of private in-home training with a certified trainer, before the dog is 18 months old. Buyer agrees that all training will use positive reinforcement with a certified trainer from a nationally recognized dog training program. (Buyers Initials _____)

Legal Disclaimer

23. Buyer agrees to indemnify Seller for any legal action arising from the actions of said dog, in which Seller is named as a defendant.

24. Seller does not in any way **warrant or guaranty** the actions or behavior of this dog once it leaves the property of Seller. Buyer assumes the sole responsibility of the dog and agrees to indemnify and save Seller harmless from any and all loss and expense for which a court of law may find the Seller accountable.

25. If any provision of this contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

26. This Agreement shall be interpreted, and all legal questions or disputes regarding this contract will be governed, by the laws of Texas. Both parties agree that venue will be limited to the courts of Randall County, Texas.

27. The undersigned declare this Agreement contains the entire Agreement between the parties and that no promise, inducement, or agreement, not herein expressed, has been made, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not merely recital.

28. This Agreement shall not be amended, modified, and or altered except by a writing signed by the party to be bound thereby.

29. This Agreement shall be construed as if all parties jointly prepared this Agreement and any uncertainty or ambiguity shall not be interpreted against any one party.

30. Buyer and Seller agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. **Mediation fees**, if any, shall be **divided equally** among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in paragraph 31 is initialed.

31. If initialed below, **Buyer and Seller agree** that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, **binding arbitration**. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State of Texas stated in paragraph 26. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State's civil code.
Seller's initials _____ **Buyer's initials** _____

32. With the exception stated in paragraph 30, in any action, proceeding, or arbitration between Buyer and Seller arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

33. The undersigned have carefully read the entire contract and so understand and agree to its terms and conditions. This contract constitutes the entire agreement between Buyer and Seller and supersedes and replaces all prior agreements whether written or oral.

WHEREFORE, agreeing to be bound by the foregoing, each party has signed in the space provided below.

Date: _____ SELLER: Crandon F. Clark _____

Date: _____ BUYER: _____

BUYER: _____

Congratulations on your new La Tierra Vizsla Puppy!!!