

Dalmatian Club of America Sample

Conformation Show/Performance Sales Agreement

Name of Puppy:	Whelped:	Sex:	Color/Markings:
AKC/Litter Registration #		Microchip/Tattoo #:	
Sire:		Dam:	
Sire Registration #:	CHIC #	Dam Registration #	CHIC #
Buyer:		Telephone :	Email:
Address:			
Seller:		Telephone:	Email:
Address:			
Purchase price:			

Terms of the Purchase and Sale of this Dalmatian:

We the above named Buyer and Seller do hereby agree to the purchase and sale of the above described AKC Dalmatian as a show or performance prospect. This Dalmatian has been bred to enhance the type and quality of the breed according to the guiding principles of the Dalmatian Club of America. It is the product of appropriate and responsible breeding, handling, rearing, neurological stimulation, socialization, temperament testing, and veterinarian services. All sales are considered final on the date of this contract. No refund of the purchase price shall be made thereafter except as noted below

Seller's Obligations:

- This puppy is being sold as a potential conformation show/performance prospect with the understanding that the Seller does not guarantee the dog will be show/performance quality upon maturity. If it is found to be dysplastic or suffer from any debilitating genetic defect in the first 2 years of life the Seller will replace the show/performance puppy with one out of a later litter. If the Seller is no longer breeding Dalmatians or if the puppy is less than 4 months of age and develops the above defect the Seller will refund the Buyer's purchase price.
- As of the date of purchase the puppy guaranteed to be in good health and free of communicable diseases. Immunizations are current, a veterinarian record, a 4-generation pedigree and a copy of the BAER results will be provided to the Buyer.
- This puppy is sold with full AKC Registration papers.
- The Seller will be available for advice in all matters concerning this Dalmatian throughout its lifespan.

Buyer's Obligation:

- The Buyer agrees to take the puppy to a licensed veterinarian of his choice within 3 business days of purchase for a complete health examination. Should the dog be determined to be in ill health, the puppy shall be returned to the Seller, with a signed statement by their veterinarian. Full purchase price will be refunded.
- The Buyer agrees to purchase this puppy as a conformation show/performance prospect at 8 weeks understanding that there is no guarantee that at maturity it will have developed as anticipated in spite of every effort to evaluate its show potential at 8 weeks.

- The Buyer agrees that the AKC registered name of this Dalmatian will begin with _____ followed by a space.
- This puppy will be micro-chipped and registered with a national registry such as AKC CAR.
- Buyer agrees to promote the maintenance of this Dalmatians' health and well-being by providing regular veterinarian care, vaccinations as required by law and recommend by the Buyer's veterinarian and breed appropriate diet, hydration and exercise to promote good health, proper continued growth and development and lifelong prevention of urinary urate stone formation.
- Buyer agrees that this Dalmatian is a house dog and will not be chained or tethered outside, but will be hand walked or allowed to exercise within a fenced yard. It will never be allowed to run free off the owner's property or beyond the owner's control. It will not be crated for long periods of time without an opportunity to relieve itself.
- Buyer agrees that this Dalmatian shall NEVER be abandoned to an animal shelter, used as a guard dog or attack or protection trained.
- The Buyer agrees that this dog or bitch will be bred only under the following conditions:
It will be at least 18 months old if a female or at least 12 months old if a male. It will be an AKC Champion or achieved the AKC Performance event titles for which it was purchased. It will have the breed specific health testing recommended by the Dalmatian Club of America and the Canine Health Information Center. This includes at least 3 of the 5 following tests: OFA hip x-rays or Penn Hip x-ray, BAER and CERF or Thyroid testing and that the results will be available and published prior to breeding.
- Buyer agrees that neither the Buyer nor the Buyer's estate/executors may sell this Dalmatian or transfer ownership of this Dalmatian. In the event that the Buyer, or his/her estate can no longer maintain this Dalmatian for any reason it must be returned to the Seller unless the Seller otherwise approves in writing of an alternative placement.
- By affixing their signatures below, Seller and Buyer attest that they have read, understood and agreed to all terms of this contract and that it is a legally binding contract. Buyer and Seller agree to submit to the jurisdiction of any state or federal court in the State of _____, in any action arising out of or relating to this contract.

Signature of Seller: _____ Date _____

Signature of Buyer: _____ Date _____

Disclaimer

The Dalmatian Club of America is in no way responsible or liable, financially or otherwise, because of the use of this sample contract form by its members or by non-members who obtain and use it.

Additions clauses you may want to consider for your contract:

- A deposit of \$_____ reserves this conformation show/performance prospect Dalmatian puppy for the Buyer until (month/year) at which time the Buyer will pay the balance of the purchase price. If the remainder is not paid the deposit will be forfeited and the Seller shall be free to sell the Dalmatian to another Buyer. If there is not (Color, sex) show conformation/performance quality puppy available in this litter, the deposit will be refunded in its entirety.
- Buyer and Seller will notify each other upon any change of address and/or contact information throughout this Dalmatian's lifespan.
- The Buyer agrees to take the puppy to at least one set of puppy obedience classes taught with positive reinforcement training methods. The Buyer also agrees to provide training necessary to enable this show/performance prospect to achieve the intended goals of purchase.
- Buyer agrees to inform the Seller of any significant health or temperament problems during the lifespan of this Dalmatian.
- Buyer will be solely responsible for any legal actions arising from this Dalmatian's actions and agrees to hold the Seller completely harmless in the event of any claim, lawsuit or legal action arising from the actions of this Dalmatian unless said Dalmatian is under the Seller's sole care at the time of the event.
- In the event of any violation of this contract the Seller has the option to take this Dalmatian back with no refund to the Buyer.
- The Buyer agrees that the Seller may repossess this Dalmatian upon evidence of neglect and/or abuse at no expense to the Seller. And no refund of any monies will be made to the Buyer under these circumstances.