



LCA Registered Kennel • AKC Breeder of Merit

CONTRACT OF SALE

Parties entering into this contract for the purchase and sale of one purebred Leonberger dog are as follows:

Hereinafter known as "Seller" or "Breeder":

Name: Jill D'Nae Wilson

Address:

Levelland, TX 79336

Phone: 806.239.5860

Email: jdnae@hotmail.com

Hereinafter known as "Purchaser": (as to be written on registration)

Name (primary owner):

Name (secondary owner):

Address:

Phone(s):

Email:

**Purchaser agrees to notify Breeder of any change of address or phone number.

Hereinafter known as "puppy" or "dog":

AKC Registered Name: TippingPoint's G -----

Sire: VL CH Ambergait For Keeps RN CGCA CGCU FDC THD, AKC WS51796706

OFA CHIC # 132641

Dam: Caprock's DaringLittleGoldHeart at TippingPoint CGC ATT THD, AKC WS68533806

OFA CHIC# 172922

Date of Birth:

Description:

AKC Registration Number:

Microchip Number:

**Initial each and every page

Initial _____

Purchase of puppy will include the following provided by Breeder:

- AKC Registration: Breeder will submit online in accordance with this contract.
- Microchip, 1st round of vaccinations or nomograph, de-worming, and rear dew claws removed.
- Temperament and structural testing.
- One year membership paid to the Leonberger Club of America.
- “Puppy packet” which includes: toy from the litter, registration information, vaccination/nomograph record, information about the sire and dam, and various other information.
- A lifetime of support and availability for any questions or concerns of Purchaser.

PURCHASE PRICE

The purchase price of one Leonberger puppy is Three Thousand Five Hundred Dollars (US) (\$3500.00) to be paid in the following set out payment plan.

1. A reservation fee of \$500.00 will reserve the Purchaser’s spot on the waiting list for a puppy. Payment made payable to “D’Nae Wilson”. This fee is nonrefundable unless the Seller chooses not to sell the Purchaser a puppy, or if the Seller cannot provide the Purchaser with a puppy. If a wire transfer is preferred, the Purchaser will also need to pay all fees and charges associated with receipt of transfer.
2. Final payment of \$3000 at eight (8) weeks of age. Payment made payable to “D’Nae Wilson”. If a wire transfer is preferred, the Purchaser will also need to pay all fees and charges associated with receipt of transfer. If final payment is not received by the time the puppies are 8 weeks of age the puppy will be put up for adoption with no refund of any money paid to this point.

TERMS OF PURCHASE

Seller agrees to sell Dog to Purchaser and Purchaser agrees to accept Dog under the following terms, conditions and warranty. There are no other terms, conditions or warranties either expressed or implied.

1. Breeder guarantees that the above described Dog is a purebred Leonberger Dog that is eligible for registration with the AKC. The Breeder will provide registration for AKC.
2. Breeder guarantees the puppy is in good health when delivered to Purchaser. The puppy may, for any reason, be returned to Breeder within seventy-two (72) hours of the time purchaser takes possession of the puppy and Breeder will refund to Purchaser the full amount of purchase price paid, less shipping expenses. If puppy is returned to Breeder within this seventy-two (72) hour period, all documentation regarding the puppy must also be returned to the Breeder before full refund of purchase price will be made.
3. Breeder has taken every reasonable precaution to insure physical soundness and mental stability in this breeding.
4. Purchaser agrees to notify Breeder of any change of address and/or phone number.
5. Purchaser recognizes that no puppy can be guaranteed as a show winner and accepts this limitation.
6. Purchaser acknowledges that Breeder has provided written instructions for the care of the puppy.
7. Purchaser shall assume full responsibility for the mental and physical health of the puppy, including all vaccinations and boosters as outlined in the Breeder’s supplied health record or by a licensed veterinarian.
8. Purchaser agrees to keep the puppy intact (read: not spayed or neutered) until 2 years of age. Please read the scientific reasoning for this in your Puppy Book.

9. Purchaser agrees to enroll Dog in three (3) training of at least a combined total of twelve to eighteen weeks duration when the Dog is between the ages of four and twenty four months of age. These classes are to be conducted by a qualified instructor. Purchaser is to attend classes with the Dog and to follow the training procedures as set forth by instructor. This is a great opportunity for you and your dog to bond and provides good socialization opportunities. No Dog is to be sent away to a board and train facility.
10. If Purchaser is no longer able to keep this Dog for any reason, Purchaser agrees that Breeder shall have the right of first refusal to reclaim the Dog.
11. Purchaser agrees never to breed their Dog without first obtaining all health clearances and resulting CHIC number as set out by the LCA Member Practices and then, only to breed Dog to a registered Leonberger who has also obtained said CHIC. Purchaser also agrees to carefully evaluate the temperament of their Leonberger, as well as that of the prospective mate.
 - a. Any breeding of said Dog should be discussed with D’Nae Wilson, Tipping Point Leonbergers, as mentor. This protective measure is the Breeder’s effort to assure the continued well-being of the Leonberger breed.
 - b. For stud males, Breeder retains rights to one stud use resulting in one *litter (a *litter is defined as a minimum of 3 puppies alive at 2 weeks), OR one complete frozen collection. Breeders agree to pay for costs associated with the breeding (stud use) and/or collection. No stud fees will be paid.
12. Purchaser further agrees that any dog and any resulting litters will never be sold to a pet shop, dog wholesaler, or sold in litter lot sales.
13. Purchaser agrees to never offer a Dog’s stud services as a prize in a raffle or to breed Dog to a bitch whose owners are known to sell puppies to pet shops, dog wholesalers, and/or in litter lot sales.
14. Additionally, Purchaser shall:
 - a. Provide the Dog a proper diet and exercise program to insure a sensible weight gain and weight for the puppy’s size and age;
 - b. Give the Dog regular care of coat, nails and ears;
 - c. Take Dog to a competent veterinarian when necessary;
 - d. Keep Dog in a suitable fenced area (not a small kennel enclosure) next to the Purchaser’s home and in the home with family; never chaining the Dog continuously, nor allowing it to roam at large;
 - e. Keep the Dog in a manner to prevent it from being teased or abused by anyone; and
 - f. Purchaser agrees that Breeder may visit the Dog with reasonable notice.

HEALTH CONDITIONS

1. **Notice will be given to the Breeder upon the death of the Dog, at any age and for any reason. If this Dog dies of unspecified causes, not medically diagnosable as disease or trauma, Purchaser shall notify the Breeder within 24 hours and, if requested by Breeder, arrange for a necropsy.
2. If the Dog has to be euthanized prior to the age of 24 months due to hip dysplasia or other proven inherited disease, Breeder shall replace said Dog with a new puppy or refund a minimum of 50% of the original purchase price. The rating of hip dysplasia severity must be provided by the Orthopedic Foundation for Animals, Inc (OFA) and euthanasia recommended by 2 licensed veterinarians.
3. Purchaser realizes that even though appropriate testing on both sire, dam, and lineage of puppy have been conducted, there are no guarantees of the health of any said puppy.

**Health Condition 1 is to help the Breeder to keep good records and make breeding decisions for the benefit of the breed's future.

BREACH AND/OR WARRANTIES

1. Purchaser's failure to comply with the conditions and terms as set forth herein will result in a breach of contract and the Dog being returned to Breeder at Purchaser's expense. If Dog is permanently returned to Breeder due to lack of compliance by Purchaser, Purchaser will forfeit all monies paid for the Dog and will sign over registration papers to Breeder.
2. Breeder and Purchaser shall be limited to the remedies set forth in this Agreement in the event of a breach of the terms of this contract.
3. The terms of the contract shall be governed by Texas Law.

BREEDER:

Signature

D'Nae Wilson _____
Print Name

PURCHASER:

Signature(s)

Print Name(s)

**Initial each and every page

Initial _____