

# Tremain Danes Puppy Contract

**Sire:** \_\_\_\_\_

**Dam:** \_\_\_\_\_

**Whelp Date:** \_\_\_\_\_

**Sold to:** \_\_\_\_\_

**Breeder:** \_\_\_\_\_

## **I. PARTIES**

This Agreement to purchase a Show Marked or Pet Marked puppy is between Tremain Danes, hereafter “Breeder”, and \_\_\_\_\_, hereafter “Buyer”.

## **II. PRICES**

### **Pet Marked Pups:**

Pups sold as pets will be sold uncropped with spay/neuter agreements. A non-refundable deposit is required to hold the sale of said puppy. Cropping will be done by Breeder’s veterinarian at the request of Buyer for an additional fee. A shipping charge is additional based on carrier and location of Buyer. For prices please contact Breeder at following email: [christine\\_cole\\_misko@msp-pharma.com](mailto:christine_cole_misko@msp-pharma.com).

### **Show Marked Pups:**

Show marked pups, include Mantels and Harlequins, and are available to show homes (co-ownership only). For prices on Mantels and Harlequins, please contact Breeder at following email: [christine\\_cole\\_misko@msp-pharma.com](mailto:christine_cole_misko@msp-pharma.com). Show marked pups sold as pets are sold with spay/neuter agreements. A non-refundable deposit will be required to hold a show marked puppy. Cropping will be performed by Breeder’s veterinarian, at the request of Buyer, for an additional fee. A shipping charge is additional based on carrier and location of Buyer.

**Not refunds will be given on the sale of Pet Marked and Show Marked Pups, except as provided below.**

### **III. HEALTH**

Breeder warrants the health of each pup sold, including genetic heart disease, and hip and elbow dysplasia, until the pup attains age 2. Buyer has the option of having the pup examined by a veterinarian of their choice and at their expense within three (3) calendar days of taking possession of said pup. If Buyer's veterinarian determines that the pup has a serious debilitating health issue, then Buyer can return the pup to Breeder for either a full refund or a replacement pup from the next available litter, provided that Breeder receives written proof of said health issue by Buyer's veterinarian and that said condition is verified by Breeder's veterinarian. If the pup is diagnosed with genetic heart disease or hip and/or elbow dysplasia within two years of age by Buyer's veterinarian, then Buyer can return the pup to Breeder for a replacement pup of equal value from the next available litter, provided that Breeder receives written proof of said condition by Buyer's veterinarian and that said condition is verified by Breeder's veterinarian. In the event that the pup dies prior to its' second birthday, then an autopsy must be performed at Buyer's expense and must show that the cause of death was directly related to genetic heart disease. Written proof of same must be provided to Breeder, otherwise Buyer will not be entitled to a replacement pup.

If the pup is sold pursuant to a spay/neuter agreement, the Buyer agrees to spay or neuter the pup by a qualified licensed veterinarian no later than nine (9) months of age. Upon receiving written proof of the pups spay or neuter, Breeder will forward the pup's AKC papers. Pups are to be registered by Buyer only with either the American Kennel Club or the Canadian Kennel Club.

Breeder does not guarantee that the pup will become AKC pointed or an AKC Champion. Breeder does not guarantee conformation of the pup as it matures into adulthood. As such, NO refunds or replacement pups will be given for show pups, except as provided above.

Temperment of the pup is not guaranteed. The pups are well socialized, handled and provided for between birth and the time/date of placement. Temperment is tested at seven (7) weeks; however, is not guaranteed after placement.

Buyer agrees that upon taking possession of the pup a food maintenance plan of 23% protein or less will be followed on a daily basis until the pup attains the age of one year old. Buyer further agrees that he/she will provide no supplements to the pup during this first year, including but not limited to vitamins, calcium, iron and table scraps. Buyer also agrees that he/she will not give the pup rawhide during the pup's first year.

### **IV. RESALE OF PUPPY**

Pups cannot be resold under any circumstances. If for any reason Buyer cannot keep or no longer wants to keep the pup, than Buyer must notify Breeder immediately. The pup must either be returned to Breeder or, with the consent of Breeder, be placed at another

home, pursuant to the terms and conditions of this contract. Co-ownerships will exist for the life of the pup.

## **V. EXECUTION OF DOCUMENT**

Breeder and Buyer agree that each shall execute and deliver any document necessary or advisable to implement the terms of this Agreement, so as to give full force and effect to this Agreement.

## **VI. ENTIRE AGREEMENT**

This Agreement is intended as a full, complete and final sale of the pup. All of the provisions of this Agreement shall not be interpreted for or against any party because that party or that party's representative drafted this Agreement in whole or part. In the construction of this Agreement, the parties hereto contend and agree that the separate provisions of this Agreement shall be construed as a whole and, where possible, consistent with each other.

## **VII. LAW APPLICABLE**

All matters affecting the interpretation of this Agreement and the rights of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

If any term, condition, clause or provision of this Agreement shall be determined to be void or invalid at law, or for any other reason, then only that term, condition, clause, or provision shall be stricken from this Agreement as is held to be void or invalid; and, in all other respects, this Agreement shall remain in full force and effect.

## **VIII. BINDING AGREEMENT**

It is understood and agreed that the heirs, administrators, executors and assigns of the parties hereto shall be bound by all of the terms, conditions and clauses of this Agreement.

## **IX. EXECUTION AND DELIVERY**

The parties hereto agree that the within Agreement shall be executed by them in multiple originals with one (1) fully executed copy being held by each of them.

**Breeder reserves the right to change or alter the terms and conditions provided for in this contract, before the time of the sale of the puppy.**

I, \_\_\_\_\_, agree to the above terms and conditions as stated, and hereby agree to be legally bound herein.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BUYER**

**TREMAIN DANES**  
**By:**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CHRISTINE COLE-MISKO**

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