



GOLDEN RETRIEVERS...

Co-Ownership Show Quality Male Purchase agreement

Under the terms of this agreement, the undersigned parties agree to the following conditions in regards to the Co-Ownership of this Show Quality Golden Retriever male puppy described below:

NAME: SWEETBREEZE'S

SEX: _____ AKC LITTER # : _____

WHELP DATE: _____ PICK: _____

DAM: _____

SIRE: _____

The BREEDERS of the above identified puppy, John & Cindy Garcia, of "SWEETBREEZE KENNELS", agree(s) as follows:

That both the Sire and Dam have been certified free of hereditary hip dysplasia by the Orthopedic Foundation for Animals, (OFA), and possibly Penn Hip. Also, both have had their eyes certified clear of cataracts by board certified veterinary ophthalmologists and the Certified Eye Registry Foundation, (CERF), and their hearts have been certified to be free from sub-aortic stenosis, (SAS) by board certified cardiologists. Photocopies of these clearances are attached.

That as of the signature date of this contract both Sire and Dam have NOT been affected by hypothyroidism, cancer, epilepsy, osteochondriasis, or allergic conditions

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to normal environmental stimuli. The preceding conditions are thought to be hereditary in nature, although, at present, there is no certification procedure for clearances.

That as of the signature date of this contract, both Sire and Dam exhibit sound, even temperaments, with NO indication of aggressive tendencies or excessive shyness.

That the litter will be graded for picks by at least one other reputable breeder prior to 8 weeks of age. Buyer is welcome to watch grading, or a video tape can be provided if one is supplied.

As indicated above, the Breeders have exercised every practice known by ethical breeders at this time to produce sound, healthy Golden Retrievers. No other health guarantee is offered or implied.

That the litter will have their dew claws removed, will have been wormed twice, and will have had two puppy shots that provide protection against canine distemper, adenovirus cough, hepatitis, parainfluenza, parvovirus, and both leptospirosis types before this puppy is 8 weeks of age. Shot records will be provided when the puppy is released to the Buyer. The puppy will have also been microchipped by the breeder at 5 weeks of age with an AVID chip, and an AVID certificate will be provided so a transfer of ownership may be accomplished by the new.

The PURCHASER(S) of the above identified puppy; referred to hereafter as Buyer:

residing at:_____

phone:_____ e-mail:_____

agree as follows:

The owner/co-owner relationship is as follows:

1) That the purchase price will be \$1,500.00 for show quality with this co-ownership. A refundable deposit of \$750.00 is to be paid to the Breeders to hold your pick once pregnancy is confirmed, (usually via x-ray). Then the remaining payment of \$750.00 is due before the puppy is released to the Buyers at 8 weeks old.

2) That the Buyer will appear on the AKC registered papers as the Owner, and the Breeder, (Cindy Garcia), will appear on the same AKC registered papers as the Co-Owner.

3) That the Buyer, (owner), will be responsible for 100% possession of the puppy and the AKC registration papers. The Buyer, (owner), will send the Breeder, (co-owner), a copy of the AKC registration papers. And the Buyer will promptly notify the Breeder in writing of any change of address and/or phone number.

4) That the Buyer, (owner), will be responsible for all expenses maintaining the puppy, including all veterinarian services, and all show expenses. The Buyer, (owner), may handle the puppy or have the Breeder, (co-owner), handle the puppy free of charge. The Buyer, (owner), may hire a professional handler at his/her discretion, but in

doing so will be responsible for all handlers fees. All prizes, ribbons, and trophies won by the puppy shall be the property of the Buyer, (owner).

5) Whoever has possession of the puppy, either Buyer, (owner), or Breeder, (co-owner), shall be solely responsible for all acts and shall indemnify and hold harmless the other from any and all claims, causes of action and liability, arising out of any act committed by the puppy. Further, whoever has possession of the puppy, either Buyer, (owner), or Breeder, (co-owner), shall be solely responsible for all vet expenses, if needed, arising out of any act committed by the puppy.

6) That before the Buyer, (owner), decides to breed the above mentioned puppy, an AKC, CKC, and/or other title will be achieved, if possible. And the same clearances which were obtained for the Sire and Dam will be obtained for this puppy at twenty four months of age, and before breeding. If the above mentioned puppy is not able to obtain it's clearances, buyer agrees to neuter/spay the puppy before the age of two and a half years, and the Breeder, (co-owner), will sign off on the AKC registration papers thus allowing the Buyer, (owner), sole ownership of the puppy. The Buyer will be responsible for all transfer fees and vet expenses.

7) That the Buyer, (owner), will be responsible for all breedings, except to those of the Breeders, (co-owner), bitches, and the Buyer, (owner), will receive all stud fees paid for such breedings. (i.e. pick-ups, housing, feeding, cleaning, vet care, and drop-offs). The Buyer, (owner), will set the stud fees.

8) That the Buyer, (owner), agrees to always have obtained a signed stud service contract before any breedings. The Buyer, (owner), will be responsible for maintaining the stud service contracts. An example of a Stud Contract is available on the Sweetbreeze web page at <http://www.sweetbreeze.org>, or upon request from the Breeder, (co-owner).

9) That the Buyer, (owner), agrees to ALWAYS sell the pet quality puppies on a spay/neuter contract, and the show quality puppies on the Buyers, (owner), show contract. The Buyer, (owner), will also be responsible for maintaining the breeding records, litter records, and the spay/neuter contracts.

10) That the Buyer, (owner), will allow the Breeder, (co-owner), unlimited stud services, free of charge, to any bitch that the Breeder, (co-owner), owns, co-owns, or leases, once final eye, (CERF), heart, (certified to be free from sub-aortic stenosis, (SAS) by board certified cardiologist) and hip, (OFA), clearances are obtained at 24 months of age on this puppy. This is the only rights the Breeder will have in this owner/co-owner relationship. All expenses incurred with such breedings will that of the Breeder, (co-owner).

11) That the Buyer, (owner), agrees not to allow this puppy to roam unprotected and unsupervised, and to protect the puppy from injury, illness, and theft; and to provide a safe, fenced enclosure. In the event the puppy is injured, or killed, or if any circumstance requiring immediate action occurs and it is impractical for the Buyer, (owner), to contact the Breeder, (co-owner), the decision of the Buyer, (owner), shall be binding on the Breeder, (co-owner). In the event of the puppies death the Buyer, (owner), must notify the Breeder, (co-owner), before the puppies body is disposed of, and an autopsy **MUST** be performed immediately upon the puppies death at the expense of the Buyer, (owner).

12) That Buyer, (owner), agrees to take the above mentioned puppy to his/her personal veterinarian, along with a stool sample, within three working calendar days of the signature date of this agreement to verify that said puppy is in good, sound health. If the veterinarian finds an unhealthy condition, said puppy may be returned to the Breeders, (co-owner), within one week of the signature date of this contract for a replacement with a remaining littermate, if available; or another puppy of comparable value from a future breeding, if available; or a full refund of the purchase price of \$900.00.

13) The Buyer, (owner), agrees to provide plenty of food, water, and shade so that this puppy is well cared for at all times. Also the Buyer, (owner), will provide the necessary training, grooming, and socialization so that this puppy is well cared for and prepared, as much as is reasonably possible, for the show rings, and/or other competition.

14) That the Buyer, (owner), agrees to have the puppy tattooed with the puppies' AKC number so that there is permanent identification done to the puppy before the puppy is one year of age.

15) That the Buyer, (owner), agrees to make every reasonable effort to show the puppy in AKC, CKC, and/or other competition to it's championship and/or other titles. If a title cannot be achieved in a reasonable amount of time, or by a reasonable age, or by reasonable means, the Buyer, (owner), will notify the Breeder, (co-owner), and other options will be discussed. (i.e. using a professional handler, or spaying/neutering).

16) That the Buyer, (owner), agrees NEVER to sell/give/trade/transfer this puppy, or any offspring from this puppy, to any large commercial breeding establishment, any agent, any wholesaler, or any person/s residing in, this country or, another country to be used as breeding stock.

17) That in the event, at any future time, the Buyer, (owner), cannot keep this puppy the Breeder, (co-owner), will take immediate possession and the Buyer, (owner), will sign off on the ACK registration papers. The Breeder, (co-owner), will be responsible for the AKC transfer fees.

18) If there is a theme name for this litter then the Breeders kennel name of "Sweetbreeze" will be used as the first word in this puppies AKC registered name followed by the theme name of the Buyer's choosing. You are welcome to pick from a list provided of theme names, or choose a theme name of your liking. NOTE* (If there is no theme for this litter, however the Breeders kennel name of "Sweetbreeze" will still be used as the first word in this puppies AKC registered name).

19) This contract is void if any of the above conditions are a result of injury, neglect, or abuse. If the Breeder, (co-owner), witnesses, or suspects, any neglect and/or abuse the Breeders, (co-owner), will take immediate possession of the puppy and the Buyer, (owner), will sign off on the ACK registration papers. The Breeder, (co-owner), will be responsible for the AKC transfer fees.

20) In the event of death of the Buyer or Breeder, the ownership of the puppy shall pass immediately and directly to the surviving owner/co-owner with the transferee paying all the AKC transfer fees.

NOTE: AKC maintains information regarding the parentage and identity of this puppy. It does not guarantee the quality or health of this puppy, and it does not guarantee quality lineage. Since puppy pedigree registries depend in a large part on the honesty and accuracy of the persons registering the puppies, registration does not guarantee the accuracy of the lineage recorded, nor that this puppy is purebred.

That any additional terms or conditions are identified on a separate rider to this contract.

AFTER READING THE ABOVE TERMS AND CONDITIONS, WE FIND THEM MUTUALLY AGREEABLE AND LEGALLY BINDING.

_____	_____	_____	_____
John D. Garcia	Date	Buyer	Date

_____	_____	_____	_____
Cindy A. Garcia	Date	Buyer	Date