

# Top Performance K9 Sale Agreement

Top Performance K9 (Seller) agrees to sell to \_\_\_\_\_  
(Buyer), and Buyer agrees to purchase from Seller the following described dog on the  
following terms and condition.

## 1. Description

**Sire:** \_\_\_\_\_ **AKC Number** \_\_\_\_\_

**Dam:** \_\_\_\_\_ **AKC Number** \_\_\_\_\_

**Sex:** Male \_\_\_\_\_ Female \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Other Information:**

\_\_\_\_\_

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**2. TERMS OF PAYMENT.** The purchase price for the dog is \$\_\_\_\_\_.  
The purchase price is due and payable upon signing of the Agreement. The  
purchase price is nonrefundable, except if Seller is unable to deliver the dog.

**3. DELIVERY OF DOG.** The dog shall be available for delivery on or about  
\_\_\_\_\_. Unless otherwise stated above, delivery shall be at Seller's  
kennel. Buyer is responsible for either picking up the dog at the Seller's kennel or  
paying for the costs of transportation to the Buyer. Buyer shall arrange to  
either pick up the dog or to have transported to within \_\_\_\_\_ days of  
notification by the Seller that the dog is ready for delivery. Buyer shall be  
responsible for any risk of loss or injury to the dog while being transported from  
Seller's kennel to Buyer.

- 4. LIMITED WARRANTY.** Seller warrants that the dog will be the pedigree described above and will be delivered in general good health. Buyer may, at Buyer's own expense, have the dog inspected by a licensed veterinarian within 72 hours of delivery. If the veterinarian determines in writing that the dog has some illness that is not readily correctable and that predates delivery, Buyer may promptly return the dog to Seller for a replacement dog subject to the procedures and costs described below. In order to obtain a replacement dog, Buyer must submit the written certification of the veterinarian to Seller within 72 hours of receipt of the dog.

Seller also warrants that the dog will be free of genetic canine hip dysplasia at the time of delivery. Seller will provide Buyer at the time of delivery either a hip certification or a recent x-ray of the hips. If it is determined, within (30) days after the date of delivery that the dog is debilitated by genetic canine hip dysplasia. Buyer's sole remedy shall be a replacement dog subject to the costs and procedures set forth below. In order to make a claim for a replacement dog under this warranty provision, Buyer must provide, at Buyer's own expense, x-rays of OFA evaluation. The x-rays will be examined by two veterinarians of Seller's choice. If Seller's veterinarians determine that the dog does have debilitating genetic canine hip dysplasia Buyer shall be entitled to a replacement dog subject to the procedures and costs set forth below.

Seller also warrants that the dog, should it be a male dog under one year of age and purchased for stud purposes, will have descended testicles within the first year of its life. Any male stud dog whose testicles do not descend within the first year of its life may be returned for a replacement dog subject to the procedures and costs set forth below. In order to make a warranty claim, Buyer must provide written certification by a veterinarian of the dog's condition to Seller within (30) days after the dog's first birthday.

Buyer understands that the reproductive capability of the dog is not guaranteed. Seller makes no representations or warranties about the reproductive capability of the dog, except as expressly set forth above that the testicles of a male purchased for breeding shall be descended within the first year of life.

A buyer who is eligible for a replacement dog under the above express warranties must do the following:

1. At Seller's sole discretion return the original dog to Seller, with the shipment costs to be Buyer's expense, and return all of the dog's AKC papers and foreign export pedigree with transfer of ownership back to Seller.
2. Pay Seller a restocking fee equal to 25% of the purchase price.

3. Make arrangements at Buyer's expense for the shipment of the replacement dog. Seller shall replace the dog with a dog of Seller's choice and of equal value, as soon as the replacement dog is available.

These warranties shall be void if:

1. Buyer's care of the dog is cause of the dog's ill health within 72 hours of the delivery or the condition of the testicles.
2. The dog has been spayed or neutered.
3. The dog has been breed.
4. Buyer fails to follow Seller's recommended diet plan for the dog.
5. The dog is returned in ill health or poor condition due to Buyer's negligence or the failure of Buyer to provide necessary veterinarian care or immunizations.
6. The dog is returned grossly overweight.
7. The dog is sold or ownership transferred.

**SELLER MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PUPPY, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCULING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE REMEDIES SET FORTH IN THIS SECTION FOR A REPLACEMENT DOG IS THE SILE REMEDY FOR A BREACH OF WARRANTY, AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL , INCIDENTAL, OR CONSEQUENTIAL DAMAGES WEATHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.**

#### **5. RELEASE AND INDEMNIFICATION.**

Seller makes no warranties or representations as to the dog's temperament or fitness for a specific purpose. Buyer understands and acknowledges that the temperament of the dog will depend upon care and training afforded the dog Buyer. In no event shall the Seller be liable to Buyer for any personal injury, or property damage that may be caused by the dog. Buyer releases Seller, its employees, and agents from any and all claims, liabilities, or damages that Buyer may have in the future for any personal injury or property damage caused by the dog. Buyer shall indemnify, defend, and hold Seller, its employees, and agents harmless from any and all claims, liabilities or damages arising out of or related to any personal injury or property damage caused by the dog, including reasonable attorney's fees.

**6. BUYER'S RESPONSILITIES.**

Upon delivery, Buyer is responsible for the proper handling, control, and care of the dog. This includes providing a safe environment for the dog, proper feeding, proper grooming, keeping vaccinations current, and regular veterinarian check ups.

**7. MISCELLANEOUS PROVISION.**

- A. This Agreement shall be construed and enforced in accordance and governed by the laws of the state of Mississippi. Any controversy regarding this Agreement shall be tried and heard in Simpson County, Mississippi.
- B. In the event that legal action is brought to interpret or enforce this Agreement, the prevailing party shall be entitled to recover his or her reasonable attorney's fees at the trail and on appeal.
- C. Any sum owing under this Agreement shall bear interest at ten percent (10%) per annum from the date due until paid.
- D. Should Buyer AKC register the dog with a name of their choice, Buyer shall include the kennel name Top Performance K9 at the end of the registered name.
- E. Buyer has read the foregoing, understands the terms of this Agreement, and agrees to abide by the terms and provisions contained herein.

**Seller:**

**Top Performance K9**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Buyer:**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

