

CONTRACT FOR PURCHASE OF LEONBERGER

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: Wendy Jones, Harry Jones
Address:
Phone: 832-515-1148 (cell)
Email(s): wendyruhl@comcast.net hjones5@comcast.net
wendyj@bluebonnetleos.com

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

Name (primary owner): _____

Name (secondary owner): _____

Address: _____

Phone(s)(cell & home): _____

Email: _____

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

Hereinafter known as “puppy” or “dog”:

AKC Registered Name: **Bluebonnet's** _____

**Maximum characters allowed are 50 (including spaces and punctuation).

Sire: _____

Dam: _____

Date of Birth: _____

Description: reddish brown with black mask and tips

AKC Registration Number: _____

Microchip Number: _____

Purchase of puppy will include the following provided by Breeder:

- AKC Registration: Breeder will submit in accordance with this contract.
- Microchip, 1st round of shots, deworming, and rear dew claws removed.
- Temperament testing (at 7wks) and structural evaluations (at 8wks).
- “puppy pack” which includes: toy from the litter, registration & microchip information, shot record, leash and collar, information about the sire and dam, and various other items as Breeder sees fit to include.
- A lifetime of support and availability for any questions or concerns of Purchaser.

PURCHASE PRICE

All Payments to be made payable to “Harry Jones”. (or PayPal as a friend or Venmo to hjones5@comcast.net)

The purchase price of one Leonberger puppy is Three Thousand Two Hundred Fifty Dollars (US) (\$3250.00) to be paid in the following set out payment plan. Of course, full payment is accepted prior to due dates.

1. A reservation fee of \$1250.00 will reserve the Purchaser’s spot on the list for a puppy. Payment made payable to “Harry Jones”. 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 \$2000 at six (6) weeks of age. Payment made payable to “Harry Jones”. 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 7 weeks of age the puppy will be put up for adoption with no refund of any money paid to this point.

Additions to the \$3250 purchase price are as follows:

1. If the puppy cannot be picked up (or shipped) by the first weekend day after the age of eight (8) weeks, an assessment of \$40.00 per day will be added to the final payment. This is for continued VIP care, training, and socialization provided by the Seller. This fee will only be waived if the Seller’s limitations dictate another date appropriate for pickup (or shipment) due to the health and wellbeing of the puppy, or if a different date is agreed upon by Seller.
2. **Shipping:** If the puppy is to be shipped to the Purchaser, the following is required:
 - a. The Seller will determine whether or not a puppy will be shipped to the Purchaser.
 - b. The puppy will be shipped in the most direct manner, and Purchaser will be required to pick up the puppy from the nearest direct flight airport.
 - c. A “ship fee” of **\$650.00 will be assessed for payment of the flight, aircraft kennel and accessories, services of scheduling the flight, vet visit and health certificate, travel to and from the airport, and time spent waiting with the puppy until his/her flight. **This amount could be increased depending on the actual cost of the flight, which will vary depending on weight of puppy. It is the responsibility of the Seller to notify the Purchaser if such conditions will increase this cost.
 - d. All “ship fees” (\$650) and/plus final payment (\$2000) (this is **exclusive** of the \$1250 deposit) shall be included together equaling \$2650.00, paid to the Seller by the time the puppy is six (6) weeks of age. Payment made payable to “Harry Jones”. This will allow scheduling of flight, health certificates, ordering of crate, etc. If a wire transfer is preferred, the Purchaser will also need to pay all fees and charges associated with receipt of transfer.
3. All fees associated with picking up the puppy are that of the Purchasers.
4. If the puppy is to be returned to the Breeder for any reason, all expenses are the responsibility of the Purchaser.

TERMS OF PURCHASE

Breeder 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 (including but not limited to puppy book & akc registration with owners signature) must also be returned to the Breeder before full refund of purchase price will be made. No refund will be made in the event of an accident or negligence when in the care of the Purchaser or due to transport.
3. Breeder has taken every reasonable precaution to insure physical soundness and mental stability in this breeding.
4. Purchaser recognizes that no puppy can be guaranteed as a show winner and accepts this limitation.
5. Purchaser acknowledges that Breeder has provided written instructions for the care of the puppy.
6. Purchaser shall assume full responsibility for the mental and physical health of the puppy, including all inoculations and boosters as outlined in the Breeder's supplied health record or by a licensed veterinary doctor.
7. 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 veterinary when necessary, including yearly physical and inoculations;
 - 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.
 - g. Purchaser agrees to allow Breeder, or any family member of the Breeder, to take photographs or videos and use for any purpose the Breeder sees fit.
 - h. Show/Breed prospect puppy (section Health Conditions #9 or #10=Apply): Purchaser agrees not to spay or neuter Dog without first informing Breeder and not before Breeder has had the opportunity to exercise the breeding rights specified in section Health Conditions #9 or #10 below, if so desired. ***If show/breed puppy is spay or neuter without consent of Breeder, Purchaser agrees to pay Breeder \$3250.
 - i. Pet puppy (section Health Conditions #9 or #10=Not Apply): Purchaser agrees to spay or neuter Dog as advised by their vet, but not prior to 24 months of age. ***If pet/companion puppy is not spay/neuter by 3 yrs of age, and not consulted with Breeder's approval, Purchaser agrees to pay Breeder \$3250.
8. Purchaser agrees to enroll Dog in three (3) obedience classes (puppy, novice/intermediate, and intermediate/advanced classes) 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. All proof of classes to be sent (or emailed) to Breeder upon completion by instructor. This is a great opportunity for you and your dog to bond.

9. If Purchaser no longer wishes to keep this Dog for any reason, Purchaser agrees that Breeder shall have the right of first refusal to reclaim the Dog. The re-purchase price shall be negotiable depending on the Purchaser's adherence to the terms of this contract, but in no case will re-purchase price be more than one-half of the original purchase price. Any transportation costs associated with the repurchase shall be deducted from the re-purchase price.

If any of the above terms are violated, Breeder may take possession of the Dog without reimbursement.

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 any autopsy at Breeder’s expense.
2. Purchaser agrees to x-ray the dog’s hips and elbows between the ages of two and three years, and submit to the Orthopedic Foundation for Animals, Inc., “OFA”, for evaluation. A copy of the certification and/or evaluation report issued by the OFA must also be sent to the Breeder within thirty (30) days of receipt by Purchaser.
3. Purchaser agrees to have veterinarian draw blood and submit to University of Minnesota for archival of DNA. Proof of DNA submission must be sent to Breeder.
4. If the Dog has to be destroyed prior to the age of 24 months due to hip dysplasia or other proven inherited disease, Breeder shall replace said Dog for no more than one half the current cost of a new puppy or refund a minimum of 50% of the original purchase price.
5. 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.
6. Purchaser agrees never to breed a Dog without first obtaining the approval of Breeder and the LCA Breeding Committee and only to a registered Leonberger dog.
7. 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.
8. 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.
9. If Purchaser purchases a prospect show/breed **male** dog, Breeder retains breeding rights which shall entitle Breeder to two stud uses resulting in two *litters (a *litter is defined as a minimum of 3 puppies alive at 2 weeks), OR two complete collections for freezing, OR one stud use resulting in a *litter (defined above) AND one complete collection for freezing. Breeder agrees only to pay for the cost associated with the breeding (stud use) and/or collection. No stud fees will be paid. Purchaser will be a breeder member of the Leonberger Club of America (LCA) and only breed within the member practices of the LCA. Purchaser will only breed upon completion of all LCA recommended tests and obtaining a CHIC number. Purchaser will obtain Breeder’s written approval before any breeding can take place. Purchaser agrees to pay and register such ‘stud’ dog with LINQ. Breeder will also be listed as a co-owner on all registrations for this dog. All produced puppies will be required to have AKC registrations prior to transfer from litter owner to new puppy owner.

Apply: **yes – show/breed Male** _____ **no – pet/companion Male** _____ **n/a** _____
initial _____ (place an X by yes, or no, or n/a and initial please)

10. If Purchaser purchases a prospect show/breed **female** dog, Breeder retains right to two puppies of Breeder’s choice from any litters of Breeder’s choice, without charge. Such selected puppies will be named for Bluebonnet kennels and will be owned solely by Breeder. Purchaser will be a breeder member of the Leonberger Club of America (LCA) and only breed within the member practices of the LCA. Purchaser will only breed upon completion of all LCA recommended tests and obtaining a CHIC number. Purchaser will obtain Breeder’s written approval before any breeding can take place. Purchaser will list Breeder on all marketing of all puppies (not *litters) produced by this dog. Breeder will also be listed as a co-owner on all registrations for this dog. All produced puppies will be required to have AKC registrations prior to transfer from litter owner to new puppy owner. Only with written permission of Breeder can this section/# be contractually fulfilled by other means and/or terms.

Apply: **yes – show/breed Female** _____ **no – pet/companion Female** _____ **n/a** _____
initial _____ (place an X by yes, or no, or n/a and initial please)

OWNERSHIP and REGISTRATIONS

1. If puppy is sold as a **“spay/neuter”**, **“pet/companion”** then AKC registration will be marked as **“limited”** and AKC ownership will be transferred completely into Purchaser name. Definition of **“limited”** as defined by the AKC is as follows: Limited Registration means that the dog is registered but no litters produced by that dog are eligible for registration.
Chapter 3, Section 4A of the AKC's Rules Applying to Registration and Discipline states the following: "Limited Registration may be requested for a dog when application for individual registration of the dog is submitted, provided the application, together with a request for such limitation, is filed by the owner(s) of the litter at birth. No offspring of a dog for which Limited Registration has been granted is eligible for registration. Each registration certificate for such dog shall carry notice of the limitation, and the limitation shall continue, regardless of any change of ownership, unless and until the owner(s) of the litter at birth shall apply to AKC for removal of the limitation."
A dog registered with an AKC Limited Registration shall be ineligible to be entered in a breed competition in a licensed or member dog show. It is eligible, however, to be entered in any other licensed or member event. These events include: Obedience, Tracking, Field Trials, Hunting Tests, Herding, Lure Coursing, Agility and Earthdog.
Limited Registration is determined by the litter owner(s). The litter owner(s) check the Limited box on the AKC Dog Registration Application.
Limited Registration certificates are white with an orange border; the Full Registration certificate is white with a purple border.
Limited Registration can be changed to Full Registration only by the litter owner(s). The litter owner(s) will need to obtain the [Application to Revoke Limited Status](#). That form will then need to be completed and sent to our Raleigh address with the processing fee. After processing, we will send a Full Registration certificate to the dog's owner.
Limited Registration helps breeders protect their breeding programs. If breeders do not want puppies used for breeding purposes, they can request the Limited Registration option for those puppies.
2. If puppy is sold as a **“show/breed”** prospect with Full registration then AKC registration will include Breeder as co-owner in order that the Breeder can safeguard any future breeding practices of such puppy. At any point in time in which Purchaser has obtained approval from Breeder and can provide proof of spay/neuter of the puppy, the Purchaser can pay to have the registration transferred into only their name and Breeder agrees to transfer ownership on the date of Breeder’s choice.

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 transfer all registration papers to sole ownership of the Breeder, also indicating the date of transfer to be that in which the Breeder has chosen.
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(s)

_____Wendy Jones, Harry Jones_____
Print Name(s)

PURCHASER:

Signature(s)

Print Name(s)