

SHO-ME KENNELS CONTRACT

The following agreement is between Sho-Me Kennels, hereafter referred to as "Breeder/Seller" and _____, hereafter referred to as "Buyer" for the sale and purchase of one purebred dog of the Doberman breed. No verbal agreements will be entered into.

Buyer's Information

Name:			
Address:			
Home Ph#		Cell Ph#	
E-mail			
Best Time to Call:			

Individual Puppy Information

Registered Name of New Puppy will be:	_Sho-Me's _____ (Sho-Me's is required on all puppies registered name)		
Sex:	<input type="checkbox"/> Male	<input type="checkbox"/> Female	Whelped /Birthday: _____
Sire/AKC #			# _____
Dam/AKC #			# _____

This puppy will become the property of the Buyer upon the fulfillment of the following conditions:

A. PURCHASE PRICE

Purchase price of \$ _____ paid by the Buyer to the Breeder/Seller. A non-refundable deposit of \$ _____ has been made on (date) _____. Check _____ and the dog will be held until (date) _____. At that time the balance of the purchase price \$ _____ must be paid in full in either a lump sum or through payments received or the deposit is forfeited and alternate arrangements will be made for the placement of the dog.

A-1. NON-REFUNDABLE DEPOSIT*

All deposits are considered NON-REFUNDABLE*. This includes any payments made for the dog. If there is a problem with the litter or a puppy of certain quality requested is not available then the deposit will be held and applied to a future litter. If no future litter is available within nine (9) months then buyer may receive such deposit back in full.

B. TRANSPORTATION

All transportation costs will be paid by the Buyer. Transportation costs (shipping container, airport delivery charge, and any expenses involved in the shipping of the dog must be prepaid before the dog is shipped. Buyer agrees to assume risk of loss for any damage to the dog during transportation, and further, agrees to hold Breeder/Seller harmless for any damage to the dog that may occur during transportation.

C. Puppy Sold on Co-ownership

Terms and conditions of said puppy. _____

Signatures of co-owner _____

Date _____

D. HEALTH AND HIP GUARANTEE

All precautions have been made to ensure that this dog is in excellent health at the time of purchase including vaccinations at six (6) weeks of age and has been de-wormed on a regular basis. The Breeder/Seller's veterinarian has made a final health check and a current health certificate is included in your new dog packet. It is recommended that additional vaccinations be given at twelve (12), sixteen (16) and twenty (20) weeks of age, with annual booster immunizations including Rabies Vacc.

Buyer agrees to hold Breeder/Seller harmless for any testicle trauma that may occur to the dog, after the dog is no longer in Breeder/Seller's possession.

The Breeder/Seller warrants the dog to be in excellent health and free from parasites at the time of purchase/pickup, but has not made and does not now make any further warranties as to the dog's condition after pickup. It is the Buyer's responsibility to prevent illness and injury by providing necessary booster vaccinations, veterinary care, proper nutrition, fresh water, shelter, training and supervision. Breeder/Seller has made every effort to breed healthy dogs and has raised this dog to the best of their ability.

Buyer agrees to take the dog to a Veterinarian of his/her choice within seventy-two (72) hours of delivery of the dog. If, within that 72 hour period, a veterinarian finds the dog to be unsound, unhealthy, or possessing a serious genetic defect, then a statement in writing must be provided to the Breeder/Seller by that veterinarian that documents all defects for Breeder/Seller's veterinarian to review. Upon confirmation by Breeder/Seller's veterinarian of alleged defects, Buyer may return the dog, registration and all of his/her effects to the Breeder/Seller, and receive a full credit of the purchase price towards a new puppy. All transportation costs involved are the responsibility of the Buyer. The puppy in question must be returned to the Seller within 72 hours of the Vet Appt.

This dog is guaranteed to pass the Orthopedic Foundation for Animals (OFA) hip certification through the age of twenty-four (24) months with a Fair or better rating. If a dog is thought to have a genetic defect, hip X-rays must be taken per OFA recommendations and submitted to OFA. Copies of OFA findings must be submitted to the Breeder/Seller. Defects must be proven to be genetic and not caused by environmental factors or mishandling by the Buyer.

Buyer must show proof that dog is spayed or neutered and may obtain a replacement dog, when available, from Breeder/Seller at 75% off of the original selling price. Buyer is responsible for transportation costs from Breeder/Seller on the replacement dog.

Dog must be micro-chipped within sixty (60) days of receipt of the canine. Buyer shall furnish Breeder/Seller with brand of chipset, location of chipset on canine, and all serial and or reference numbers associated with identification of said dog. Buyer agrees to provide microchip information to Breeder/Seller within sixty (60) days of receiving the dog.

E. REGISTRATION

Breeder/Seller certifies that the dog has been registered under the Regulations of the American Kennel Club as a purebred Doberman and will provide the proper forms for transfer of ownership of this registration as soon as they are received from AKC. Buyer agrees that the Breeder/Seller's kennel name prefix Sho-Me's will appear in registered name.

Buyer agrees to register transfer of ownership of the dog with AKC within sixty (60) days of receiving the AKC registration papers and that this transfer will be recorded in the name of the party listed on this contract. The Buyer also agrees that this dog will not be registered with any other registration service other than the American Kennel Club or the Canadian Kennel Club.

F. OWNERSHIP RESPONSIBILITIES

Buyer agrees to maintain the dog in a humane environment and properly train and care for it. Specifically the dog will be properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases as recommended by a qualified veterinarian. The dog will not be allowed to roam and will be socialized and obedience trained appropriately.

G. PET QUALITY PUPPIES: SPAYING AND NEUTERING

Buyer agrees that any dog that is purchased as a family companion, and dogs that are not show and breeding quality, shall be spayed or neutered at approximately twelve (12) months of age. Buyer agrees that all dogs sold on limited registration will be spayed or neutered in this time frame.

Buyer agrees to never breed a dog/bitch that is sold on a limited registration.

H. SHOW PROSPECT PUPPIES

Breeder/Seller will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet prospects. There is no guarantee that a dog evaluated as "Show Prospect" will be successful in the show ring as an adult or as a breeding animal and no warranties are made to that effect.

Buyer agrees that if said dog is shown, and becomes a Champion, a picture along with a copy of Championship certificate will be sent to the Breeder/Seller at the above address. Breeder/Seller may publish this information stating that Sho-Me Kennels, William Spratley & Tami Lane is the Breeder/Seller of the dog along with the Buyer stated as being the owner.

Buyer agrees that this dog will not be used for breeding purposes until it has reached twenty-four (24) months of age. The dog shall only be bred with another Doberman that meets the following criteria:

- 1) Proof of registration with the AKC or other certified dog registry (e.g., ADRK, UKC, CKC);
- 2) Proof of OFA certification for hips;
- 3) Proof of current negative Brucellosis report from veterinarian; and
- 4) Proof that all inoculations and worming are up to date.

Buyer acknowledges that Breeder/Seller retains the right to repossess the dog, if Buyer breeds the dog before all of the requirements listed above in this section are satisfied.

If the dog is a bitch, then Breeder/Seller reserves the right to take any and all offspring from the litter that results from the illicit breeding in question. No refund or any monies shall be paid by Breeder/Seller to Buyer as a result.

I. RIGHT OF RECOVERY/REPLACEMENT

If, for whatever reason, the Buyer cannot or does not wish to maintain ownership of the dog (at anytime during its lifetime), Buyer must notify Breeder/Seller immediately. The dog is not to be sold or placed anywhere without written consent of Breeder/Seller. Breeder/Seller will assist in any placements of the dog. Breeder/Seller will always accept the return of the dog back at no cost to the Breeder/Seller. The Breeder/Seller wishes to make sure that this dog is cared for and placed in a proper environment during its lifespan.

J. LIMITATIONS OF CONTRACT

This contract applies to the original dog only and is non-transferable to any third party. No replacement dog or discount thereon will be given if the male or female dog has been bred, neutered or spayed. Anything else not stated or covered in this contract may only be made with the Breeder/Seller's written consent.

Buyer agrees to release and hold harmless Breeder/Seller for any and all liability, damages, or injuries caused directly or indirectly by the dog to any person or property. Furthermore, Buyer assumes full liability for any damages or injuries, whether physical or mental, emotional or economic, caused by the dog to a any person or property, after Breeder/Seller relinquishes possession of said dog.

K. TERMS OF THE CONTRACT

Buyer agrees that he/she has read and understands the terms and conditions of this contract fully. This contract is entered into within the State of Missouri. Breeder/Seller and Buyer irrevocably agree that the place of venue for any dispute shall be in St. Louis County, Missouri and that the terms of this agreement shall be construed in accordance with Missouri law.

In the event a dispute arises out of or relating to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation Midwest, Inc. ("US A&M") The parties shall mediate in good faith and agree to share equally in the costs of the mediation. The mediation shall be administered by the offices of US A&M, 720 Olive Street, Suite 2300, St. Louis, Missouri 63101. If such mediation is unsuccessful, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of US A&M. All hearings will be held in St. Louis, Missouri before an Arbitrator who is a licensed attorney selected by the parties. The arbitrator's decision shall be final and binding and judgment may be entered thereon in the Circuit Court of St. Louis County, Missouri. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or

enforce the award. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. Nothing herein will be construed to prevent any party's use of the Courts for equitable relief. Any such action or remedy shall act as a waiver of the moving party's right to compel arbitration of any dispute.

This contract is designed to protect the Doberman and its future offspring, the Breeder/Seller and the Buyer of said Doberman. By signing, all parties agree to all clauses of this contract.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

Breeder/Seller: _____

Date: _____

William Spratley & Tami Lane #2 Highfield Ln St. Louis, Mo 63131 314-791-3388 shomekennels@yahoo.com

Buyer: _____

Date: _____

Printed

Name: _____

Date: _____

Please re-print current address as of date contract is signed:

Co-Buyer: _____

Date: _____

Printed

Name: _____

Date: _____

Please re-print current address as of date contract is signed:

This contract is designed to protect both the buyer and the seller.