



Belmark

Bella Corwin, 7806 County Rd. 11, De Graff, OH 43318.
(937) 844-3557 www.belmarkshelties.com

home@belmark.us

Sales Contract for Breeding/Show potential dogs

On (date) _____ Bella Corwin of Belmark Shelties agrees to sell the following Shetland Sheepdog to: _____ of _____ kennels, the following described dog: _____ Microchip # _____ Call name _____ AKC registered name (if any) _____ Color _____ Sex _____ D.O.B. _____ AKC Reg. # _____ Testing performed: _____

Sire's AKC name /# _____
Dam's AKC name/ # _____
Purchase price _____
Payment due/Date _____ Amount paid/Date _____
Balance due/Date _____
Puppies back _____

Any monies paid by buyer for expenses, i.e. airfare, vet exam, gas etc. are not included in purchase price and once spent are non-refundable.

Terms of payment as follows (if any)

Terms of sale as follows:

If above dog is a bitch and sold with puppy/puppies back, Seller will remain as co-owner on AKC and or other applicable registration until Seller receives the puppy/puppies back. When puppy or puppies and appropriate AKC papers are received by seller, she will sign off the remaining litter and the dam in full to buyer. Puppies will be chosen from bitch's first litter, unless other arrangements are made in writing. Seller will choose and pick up this puppy/puppies (or arrangements for shipping will be made) at Seller's expense between 8 and 10 weeks of age, no puppies may be sold before this time without prior consent from seller in writing. Buyer has responsibility to provide pictures, video, measurements or to be available to show puppies to seller or his/her representative at or around 10 week of age. Puppies are to be in good health and condition at time of pick up. With vet exam, first shots and wormings. Any expense incurred by seller to take care of and "fix" sick puppies will be the responsibility of buyer. Seller will choose the sire of this litter with agreement from Buyer. If seller is not notified of bitches heat in time to choose stud or bitch is bred to a dog without prior consent from seller, seller will have the option to choose a puppy from this litter as a penalty and still be

entitled to the original puppy or puppies as arranged prior, out of bitches next breeding, or to be entitled to a \$2000 penalty fee in lieu of the puppy, at seller discretion. All breeding expenses and care of litter will be the responsibility of the Buyer. Seller will be able to name her puppy/puppies back and place the Belmark prefix on its/their name. If this dog does not mature of breeding quality by 18 months of age or other agreed upon time by both parties, Seller will sign off co-ownership when dog is spayed.

This dog may not be spayed/neutered or sold unless all terms of contract are met, ie: puppies back, payments, etc. unless the health of the dog is compromised, at which point prior arrangements must be made in writing and signed by the Seller. If the dog is spayed/neutered or sold without prior consent from Seller a \$3,000 (three thousand dollar) penalty fee will be due.

If above dog is a male, he will be sold outright with unlimited free stud services back to any bitch owned, co-owned or leased by Seller.

Current health records will be provided to new buyer at time of acquisition.

At time of sale this dog is: (circle that which best describes this dog at time of sale)

Breeding quality

Show potential and breeding quality.

If not of show quality reasons for this are _____

If a deposit is placed to hold the above dog until pick up or final payment, it will be handled thus: All deposits will be deducted from final cost of dog. Deposits are not refundable, and may be kept only if buyer chooses not to follow thru with purchase or does not pay balance within one week or other agreed upon time set above. Seller only has the responsibility to hold dog till agreed upon time if buyer does not contact seller to make other arrangements or to pay balance, dog may be placed for sale again and buyer forfeits deposit. If for any reason seller cannot fulfill obligation for puppy or dog, ie puppy becomes ill, is lost, stolen etc, seller will provide buyer choice of: a return of deposit or another replacement dog of equal quality and value.

If the above puppy is ASSA Futurity nominated it is understood that it is the responsibility of buyer to provide breeder with all the pertinent information when requested and or in a timely manner. That is; by ten weeks that they wish to continue nomination and plan to attend the upcoming National with the puppy and by 5-1/2 months with the puppy's chosen registered name and again confirming attendance at the National. If the buyer does not follow through with breeder/seller for the info needed the seller will not continue nominating the puppy. Seller will incur the cost of Futurity Nominations from purchase time on.

This dog will be sold with full guarantees below excluding testing that has already been performed above:

Guarantees:

If purchasing a puppy, adult height or dentition is not guaranteed. All measurements to time of purchase will be provided to new buyer, and any knowledge or thoughts of possible adult height or dentition from experience of breeding, line or parents will be disclosed. Seller warrants that to the best of her ability or knowledge this dog will mature of correct height and bite but no guaranteed of such can be made. If purchasing an adult dog size and dentition will be disclosed and guaranteed. Two descended testicles will be guaranteed on male puppies or dogs.

This animal is guaranteed to be clear of all genetic health defects to include but not be limited to: hip dysplasia, genetic defects of the eye that will render the dog unable to CERF, hypothyroidism, VWD disease with DNA testing, MDR1 non affected, DM and DMS or other genetic derived disease affecting its suitability for breeding to five years of age. This does not include carrier status. If the dog is purchased when it is over five years of age and all of its tests stated above have not been completed yet the buyer will have an extended two month period to complete testing. All above are guaranteed provided that such defect or fault could not have been caused by or while with buyer, through neglect, mistreatment or injury. This guarantee is extended only to original Buyer and is null and void if dog has been bred.

Proof of any claim must be provided to Seller's veterinarian. Seller reserves the right to have her own veterinarian retest the dog at her expense, before refund or replacement is given. If a problem is found with the above dog, it must be returned with corresponding AKC and other paperwork, and then a replacement dog of equal value will be provided when one becomes available. The Seller has the choice to either refund the purchase price or replace dog. Buyer may choose to apply the purchase price towards another dog or service with seller's agreement. Seller is not responsible for vet or other expenses of defective dog while in seller's care or shipping, travel expenses or any other costs incurred by buyer in the return of above dog and/or delivery of replacement dog. If buyer chooses to keep the above dog, pet price will be deducted from the original purchase price provided that said dog is spayed or neutered.

This dog is guaranteed to be healthy for a period of 5 days from time of acquisition. In the event that the puppy is acquired on a weekend/holiday, the guarantee begins at 8:00 am on the Monday/next working day following the day of purchase. It is recommended that the Buyer have the dog examined by a licensed veterinarian during this time. Full purchase price will be refunded if dog is found to be ill. This is not to include any prior disclosed medical conditions, provided that the dog was examined by a veterinarian during the first 5 days and the dog is returned to Seller with original paperwork, included but not limited to AKC registration, health records, pedigree and so forth. Proof of any claim must be provided to seller within this time and arrangements for the dog's return must be made immediately and not to exceed a week from purchase. Proof of any claim is to be provided to seller immediately and dog is to be returned before refund. Any vet, travel to and from buyer or other expenses incurred by buyer are not refundable.

Seller reserves the right to be notified and have first purchase option of above dog if and when he/she becomes available, at a reasonable price. This will be strictly enforced with a \$3,000 penalty fee.

It is also understood that if the dog is not already individually registered, the Buyer will register it through AKC with the Belmark prefix on its registered name. If the dog is not registered with the Belmark prefix the Buyer will incur a \$3,000 (three thousand) penalty fee.

Special conditions/provisions and /or exceptions of sale:

This dog, nor puppies from this dog may be sold to/through wholesale outlets, pet stores or flea markets.

The above dog has a home for a lifetime here at Belmark if the Buyer is no longer able to keep it, no questions asked. Fair market value will be paid for above dog.

Both the Buyer and Seller have read the above contract and understand and agree to all the conditions stated herein. No amendments or attachments have been made/added to this

contract. This contract is legal and binding. Both parties agree that any legal action pertaining to this dog will be brought forth in Logan County, Ohio where breeder resides.

If any individual who is a principal owner dies, or becomes disabled or incapacitated and the descendants or disabled or incapacitated persons heir or successor-in-interests which wishes to continue as a principal owner, such person or entity must obtain consent from seller to house/change ownership or make decisions to otherwise relocate dog in writing or make arrange for the return of dog to seller, in a timely manner.

Buyer's name _____

Address _____

_____ Phone _____

E-Mail _____

Buyer's signature _____ Date _____

Seller's signature _____ Date _____

Date of acquisition _____

One of the highlights of breeding shelties is to hear and see how well the dogs are doing in their new homes. Please keep in touch, letters and photos are always welcome. Show win pictures are especially appreciated. We hope you will enjoy many years with your new show dog. Pictures will be posted in our website with permission.

END OF CONTRACT