

# Mount Brier Farms Contract & Guarantee

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The following agreement is between "Amanda Reichelt", hereafter referred to as "SELLER" and \_\_\_\_\_, hereafter referred to as "BUYER" for the sale and purchase of one purebred American Staffordshire Terrier dog/puppy.

1. In consideration of a purchase price of \$\_\_\_\_\_, of which three hundred dollars is a non-refundable deposit, the seller transfers in fee simple all rights and responsibilities associated with the ownership of the said dog/puppy to the buyer as of \_\_\_\_\_.

Puppies will be ready to go to their new homes once they reach 8 weeks old. All puppies must be paid for in full (including any shipping, crate, or health certificate charges etc.) by the time they reach the age of 6 weeks old, or the seller reserves the right to place or keep the said puppy, with no refunds or replacements.

This represents the entire agreement between seller and buyer in an:  
(Outright:\_\_\_ / Co-Owned: \_\_\_ sale.

Information about the said dog/puppy

AKC reg. #: \_\_\_\_\_

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

Gender: Male:\_\_\_ Female:\_\_\_ Altered:\_\_\_

Predominant Color: \_\_\_\_\_

The said Dog/Puppy is sold as: Show Quality:\_\_\_ Brood Quality:\_\_\_ Pet Quality:\_\_\_

## Show Quality Terms and Guarantees

The said dog/puppy, if sold to the buyer as show quality, in the sellers opinion is suitable for exhibition in the conformation ring of the AKC (American Kennel Club). The seller guarantees the said dog/puppy at time of sale does not have any disqualifying faults as per the breed standard. The said dog/puppy is by no means guaranteed to win in the conformation ring every time it is shown. The buyer is required to exhibit the said dog/puppy in the conformation ring at least four times per year. In the event the buyer cannot exhibit their own dog, the seller is willing to handle the said dog in the show ring until finished - the buyer must cover show entry fees and feed for said dog while in the

Page 1 - SELLER'S INITIALS

BUYER'S INITIALS

**seller's care for exhibition. The buyer is responsible for proper and complete training of said dog prior to showing him or her. The buyer is also required to attend at least a basic obedience class prior to exhibition of the said dog/puppy. If the buyer has interest in breeding the said dog/puppy, it must be at least twenty-four (24) months of age, and must have its hips evaluated and certified by PennHIP, receive a passing elbow grade (with OFA), passing cardiac grade (with OFA - by a BOARD CERTIFIED CARDIOLOGIST or a specialist only, never a regular vet), and Ataxia testing (NCL-A test by Optigen – resulting in carrier or clear results ONLY), before breeding. If the buyer is outside of the USA, the equivalent of OFA hip and elbow dysplasia, and cardiac testing will be done in place of PennHIP/OFA. The said dog/puppy must also received a Canine Good Citizen title from AKC or a Temperament Test title from the ATTS prior to breeding to ensure excellent temperament for breeding. The buyer should keep in mind that a female should be allowed a resting period each year from being bred. The seller strongly encourages the buyer to do as much health screening and temperament testing as possible on the said dog/puppy prior to breeding. Absolutely no puppies from the said dog/puppy are to ever be sold or given away to a pet shop, broker or puppy mill. If the said dog/puppy is a male, the seller reserves the right to three free stud services (seller is responsible for any AI collection fees) to any female of the seller's choice (owned or co-owned by the seller) and the buyer agrees to sign the litter registration papers upon sellers request.**

**Brood Quality Terms and Guarantees**

**The said dog/puppy, if sold to the buyer as Brood Quality, in the sellers opinion is suitable for exhibition in the conformation ring of the AKC (American Kennel Club), however the said dog/puppy is not required to be shown or the said dog/puppy may have had an injury that would hold the said dog/puppy back from finishing a Championship title. If the buyer has interest in breeding the said dog/puppy, it must be at least twenty-four (24) months of age, and must have its hips evaluated and certified by PennHIP, receive a passing elbow grade (with OFA), passing cardiac grade (with OFA - by a BOARD CERTIFIED CARDIOLOGIST or a specialist only, never a regular vet), and Ataxia testing (NCL-A test by Optigen – resulting in carrier or clear results ONLY), before breeding. The said dog/puppy must also received a Canine Good Citizen title from AKC or a Temperament Test title from the ATTS prior to breeding to ensure excellent temperament for breeding. The puppy will come with limited AKC registration until proof of all four aforementioned health tests and temperament tests are completed and the results are not failing. Then the breeder will lift the limited registration from the dog's AKC paperwork so that its puppies may be registered. The buyer should keep in mind that a female should be allowed a resting period each year from being bred and be bred no more than four (4) times in their lifetime. The seller strongly encourages the buyer to do as much health screening and temperament testing as possible on the said dog/puppy prior to breeding. Absolutely no puppies from the said dog/puppy are to ever be sold or given away to a pet shop, broker or puppy mill. If the said dog/puppy is a male, the seller reserves the right to three free stud services (seller is responsible for any AI collection fees) to any female of the seller's choice (owned or co-owned by the seller) and the buyer agrees to sign the litter registration papers upon sellers request.**

**Page 2 - SELLER'S INITIALS  BUYER'S INITIALS**

**Pet Quality Terms and Guarantees**

The said dog/puppy, if sold to the buyer as Pet Quality, in the sellers opinion is not suitable for exhibition in conformation or for reproductive purposes. The said dog/puppy is best suited as a family companion, or for performance events (i.e. obedience, agility, rally, weight-pull, tracking etc. or as a service or therapy dog. The said dog/puppy is to never reproduce, no exceptions. Only show quality specimens should reproduce - for the betterment of the breed as a whole. The said dog/puppy must be neutered/spayed by at least 1 year of age and the certificate must be presented to the seller upon request. The seller will hold any registration papers on the said dog/puppy until the neuter/spay certificate is received. All pets are sold with limited AKC registration.

**Purpose of the said Dog/Puppy**

It is agreed between the seller and buyer that the said dog/puppy is being acquired first and foremost as a family companion and is to be only be used for search and rescue, therapy dog work or for exhibition in conformation (unless sold as Pet Quality), obedience, fly ball and agility competition etc.

The seller and buyer agree that the said dog/puppy is not purchased for re-sale nor will it be used or trained for activities which are illegal/inhumane or for which it is not suited for by reason of temperament or structure. Specifically, it will not be used for commercial protection nor for dog fighting or baiting purposes of any kind.

**Deposit and payments for the said Dog/Puppy**

A non-refundable deposit of \$300 is required to hold a puppy - we do not hold puppies without a deposit, no exceptions. The deposit must be in the form of a postal service issued money order only, we do not accept checks, credit cards, cash or any other sort of money order. Any payment that is made on a reserved puppy is non-refundable; however, it can be transferred to another litter/breeding/adult, if the buyer chooses to not take the current said Dog/Puppy.

**Genetic Health Guarantee for the said Dog/Puppy**

The seller guarantees the said dog/puppy to be in good health at time of sale (if the puppy is not being picked up in person - he or she will be vet checked prior to leaving us if being shipped). It is guaranteed for its lifetime against any congenital birth defects that would severely impair the said dog's/puppy's quality of life. If a serious congenital problem is confirmed by a Veterinarian of the seller's choice (expense to be paid by the buyer), a replacement dog/puppy of like quality will be provided as soon as one is available and the said dog/puppy must be returned (if requested) to the seller (all expenses of returning the said dog/puppy to the seller are solely the buyer's responsibility), and all registration papers for the said dog/puppy must be transferred to the seller in full. There will be no

Page 3 - SELLER'S INITIALS  BUYER'S INITIALS

refunds of any kind. Further the seller warrants that the said dog/puppy is guaranteed free of hip dysplasia, elbow dysplasia, cardiac defects and ataxia. In the event that the said dog/puppy receives a failing hip grade (with PennHIP), elbow or cardiac grade (with OFA), or is found to be "affected" by ataxia (with Optigen), the seller will offer to take back the said dog/puppy (all expenses of returning the said dog/puppy to the seller are solely the buyer's responsibility), and all registration papers must be transferred to the seller in full. The buyer will be offered a replacement dog/puppy of like quality as soon as one is available (all expenses of picking up or shipping the said dog/puppy are solely the buyer's responsibility). We do not replace any dogs who fail the CGC or TT temperament test as the failure can be the result of *either* actual genetics or poor socialization to people/places/things on the owner's part. There will be no refunds of any kind. The seller strongly encourages the buyer to have the said dog/puppy examined by a Veterinarian within seventy two hours of picking up the said dog/puppy. The said dog/puppy may be returned to the seller including all registration papers signed over to the seller within the seventy two hours following purchase in the event that the said dog/puppy is found to have a serious illness or condition (written statement of condition from the vet is required). Provided that the said dog/puppy has not been damaged in any way the buyer will be offered a refund of the original purchase price minus the three hundred dollar non-refundable deposit.

**Genetic Temperament Guarantee for the said Dog/Puppy**

The said dog/puppy is guaranteed to be neither severely shy nor aggressive at time of transfer to the buyer. The buyer agrees to immediately start socialization as soon as the puppy is in their possession - and this should include various adult humans, children of all ages and sizes, and should also include many different animals - throughout his/her lifetime, the said dog/puppy must also receive consistent obedience training and gentle but firm discipline, in order to maintain a sound temperament and proper social skills. Temperament is due part to genetics as well as environment (not just one or the other), the breeder has done her part in breeding only the soundest tempered adults - now you as the new owner must continue on socializing and training the puppy throughout puppyhood to develop an all-around great temperament for life. The seller is not responsible for any type of damages and/or injuries that the said dog/puppy causes. We will not replace or refund for a puppy who has temperament problems due to lack of proper early socialization and/or consistent obedience training. In the event that a dog/puppy is found to be genetically temperamental after evaluation by a certified dog behaviorist he/she will be humanely euthanized by his/her owner and the seller agrees to provide a replacement puppy of equal quality from a different breeding upon receipt of the original dog's euthanization.

**Registration terms for the said Dog/Puppy**

The AKC (American Kennel Club) registration certificate and/or the UKC (United Kennel Club) registration certificate for the said dog/puppy will remain in the seller's possession until the buyer presents the seller with a registered name for the said dog/puppy. The said

Page 4 - SELLER'S INITIALS  BUYER'S INITIALS

**dog/puppy must be registered with the prefix "Mt. Brier's", and the registered name must remain the same (word for word) in all registries that the dog is ever registered with. Wherever the said dog/puppy is advertised (i.e. internet, magazine etc.), the full registered name of the said dog/puppy must be present. If the said dog/puppy was sold as Pet Quality, it will only come with limited registration papers. Buyers agree to permanently register the said dog/puppy with the AKC (American Kennel Club) and/or the UKC (United Kennel Club) before the said dog/puppy reaches 6 months of age (no exceptions, the ownership of the dog must be transferred into the buyer's name!). The said dog/puppy is never to be registered with the AAPBA (All American Premier Breeds Administrator) especially, or any other dog registry of any kind, without written permission from the seller first.**

**Ownership Responsibilities for the said Dog/Puppy**

**The buyer agrees to maintain the said dog/puppy in a humane environment and properly train and care for it. Specifically the said dog/puppy will be properly licensed and inoculated against rabies, canine distemper, parvovirus, coronavirus, and other communicable diseases as recommended by a qualified Veterinarian. The said dog/puppy will not be allowed to roam and will be socialized thoroughly and obedience trained appropriately. The buyer agrees to make themselves aware of breed specific ordinances and to never allow the said dog/puppy to set foot in any area with a breed specific ban or restriction. The seller requires that the said dog/puppy be microchipped and/or tattooed for permanent identification purposes. A high quality diet and fresh water must be provided for the said dog/puppy, as well as proper exercise, and plenty of attention and interaction. The buyer agrees to keep the dog/puppy in appropriate lean weight so as to maximize the dog's/puppy's soundness and longevity.**

**If evidence of abuse or neglect exist then the seller will repossess the said dog/puppy with no refund or replacement of any kind, and any legal expenses incurred during the repossession/recovery of the said dog/puppy will be paid by the buyer. Any and all registration papers on the said dog/puppy must be signed over solely to the seller unless other arrangements in writing have been made.**

**The buyer agrees to inform the seller of any points, titles, awards, or health or temperament certifications obtained by the dog/puppy from any registry or organization (AKC, UKC, USDAA, ATTS, OFA, PennHIP etc.)**

**Breach Of Contract:**

**In the event of breach of contract I, (buyer), do hereby agree that the breeder (Amanda Reichelt) may obtain return of the said dog (return expense to be paid in full by buyer) without any monetary reimbursement to the owners and shall be due the sum of \$5000 US dollars in liquidated damages incurred to the reputation of the breeder's kennel name.**

**Page 5 - SELLER'S INITIALS  BUYER'S INITIALS**

**Further Terms for the Said Dog/Puppy**

The buyer agrees to immediately notify the seller of any change of address, phone number or e-mail addresses. The seller requires clear, quality pictures of the said dog/puppy at least twice a year (though far more pictures than that per year are MOST welcome!). The buyer agrees to stay in reasonable contact with the seller and to update the seller about the said dog/puppy. We care greatly about each and every puppy or dog that we sell, therefore we want to watch them grow over the years and hear about how they are doing.

**Right of Recovery/Placement**

In the event that the buyer is unable to keep the said dog/puppy or no longer wants the said dog/puppy, it will be returned to the seller (expense to be paid for by the buyer), and any and all registration papers on the said dog/puppy will be signed over completely to the seller. The buyer is to never sell, giveaway, trade, or abandon the said dog/puppy. In the event that the buyer breaches any portion of this contract, in any way, shape or form; and legal action must be taken, then the buyer will be responsible for any and all legal expenses that are incurred by the seller as well as the buyer's own.

**The Sellers Commitment to the Buyer**

The seller will be more than happy to provide guidance to the buyer for the life of the said dog/puppy. If the buyer has a question, they may feel free to contact the seller during reasonable hours for assistance.

The seller reserves the right to revoke the said dog and any registration papers in the event the buyer breaches any agreement within this contract and guarantee. By signing below the buyer and seller agree that he or she completely understands all terms and guarantees within this seven (7) page contract and agrees to bound thereby:

Buyer's Full Name (Print): \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

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

Driver's License: \_\_\_\_\_ (required)

Page 6 - SELLER'S INITIALS

BUYER'S INITIALS

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Seller's Signature:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Page 7 - SELLER'S INITIALS**  **BUYER'S INITIALS**