



AlmostNakedPups.com

Small Animal Contract

Thank you for choosing Almost Naked Pups as your Chinese Crested breeder. Below you will find the details of our sales agreement. ****Absolutely NO verbal contracts. Please read carefully.****

1. THE DOG

The Buyer may choose the registered name of the dog but MUST begin the name with the Breeder's Kennel name:

"Almost Naked Pups" or "AlmostNakedPups".

Registered name: _____ Dog's call name: _____

Sex: Male Female Date of birth _____ Neutered/spayed: Yes No To be

Coat color: _____ AKC Registration: Full Limited None

Dog's reg. # _____ Price: _____

Sire: _____ Registration# _____

Dam: _____ Registration# _____

2. The Breeder

Name: Charity J. Stoops Kennel name: Almost Naked Pups or AlmostNakedPups.com

Address: 13201 Westbrook Dr SW Port Orchard, Wa. 98367

Telephone: (360) 874-2113

E-mail: charity@almosrtnakedpups.com

3. THE BUYER(S)

Name: _____

Kennel name: _____

Street: _____

City State Zip: _____ Telephone _____

E-mail: _____

4. BREEDING OF THE DOG

Breeder does / does not retain breeding rights. This dog is / is not to be bred. Buyer understands that if breeding is

desired at a later date, a new contract MUST be signed and additional fees will be incurred.

5. CONFORMATION SHOWING OF THE DOG

The Buyer intends to show / does not intend to show the Dog in conformation competition. Buyer understands that if showing is desired at a later date, a new contract MUST be signed and additional fees will be incurred.

6. WARRANTIES

6.1. Buyer must take the Dog to a licensed veterinarian within **7** days from the time of purchase. Any implied health warranty is void if the Buyer does not make a vet visit within that time. Provided that the Dog is returned to the Breeder within **10** days of purchase, and the Buyer furnishes a signed statement from a licensed veterinarian of a serious genetic problem, a new puppy will be provided when available IF Breeder's vet agrees with diagnosis. If there is a disagreement between vets, a third will be required at Buyer's expense.

6.2. Breeder warrants that the Dog is a purebred and that the pedigree is correct and will be available from the AKC at the Buyer's expense.

6.3. The Buyer understands that the Breeder has limited information and control regarding the future temperament, habits, and appearance of the Dog, and hence does not warrant such.

7. TREATMENT OF THE DOG

7.1. This Dog is to be kept as a house pet / show dog only. Extensive time outside, in a garage, or tied up outside is not allowed. The Dog is to be kept in the Buyer's living quarters.

7.2. It is highly recommended that a professional trainer be consulted to train the Dog and Buyer.

7.3. It is understood by the Buyer that this Dog requires regular bathing, brushing, and nail trims.

7.4. This Dog is never to be on a run off-lead as this could damage the trachea.

7.5. The Dog should be microchipped and the Breeder should be listed as second contact.

7.6. If this Dog is not to be shown in AKC events, the Buyer must have the Dog neutered/spayed by 6 months of age or no later than 10 days from the date of this Contract. Buyer will provide proof to the Breeder within 10 days of alteration. Once proof is received, Breeder will provide AKC registration forms. If Dog is to be shown, AKC forms will be provided after Buyer takes possession of the Dog.

7.7. The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.

7.8. The Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides or will reside.

7.9. If the Dog cannot be kept by the Buyer, the Buyer shall notify the Breeder immediately. This Dog may never be sold or given away to any individual, company, research facility, rescue, or group except to the Breeder.

When ownership is transferred, the purchase price is forfeited and the Dog's registration certificate is signed over to the Breeder. Any other transfer of this Dog without written permission of the Breeder shall make the Buyer liable for \$2000 in

damages, payable upon demand to the Breeder. If the dog is found to be mistreated or not properly cared for Breeder reserves the right to take possession of the dog and Buyer forfeits all rights, costs, purchase price, deposits. If Breeder must take possession of the Dog due to mishandling by the Buyer, the Buyer must sign over all registration paperwork and ownership of the Dog to the Buyer.

7.10. All charges relative to the shipping or delivery charges of this Dog to the Buyer are to be assumed by the Buyer. If this Dog is ever returned to the Breeder for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate.

8. CONFLICT RESOLUTION

8.1. Mediation. Buyer and Breeder agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in paragraph 8.2 is initialed.

8.2. Arbitration. If initialed below, Buyer and Breeder agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State of Washington. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State's civil code.

8.3. With the exception stated in paragraph 8.1, in any action, proceeding, or arbitration between Buyer and Breeder arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

GENERAL CONTRACT TERMS

9. All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

10. Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by Buyer(s) and Breeder.

11. This Contract shall be governed in accordance with the internal laws of the State of Washington and without reference to any rules of construction regarding the party responsible for drafting this Contract.

12. The Dog shall reside at the address stated in section 3 above. Any changes in the Buyer's or Breeder's address must

be relayed to the other party within 10 days of the change.

13. The singular form of Buyer and Breeder includes the plural.

14. In the event the laws of the state of Washington require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.

15. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.

16. If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

17. Any additional terms will be in writing and signed by both parties on the bottom or back of this contract. All additional terms signed by Buyer and Breeder either handwritten or typed will be fully enforceable under Washington State law.

SIGNATURES

BUYER _____ Date _____

BREEDER _____ Date _____

Dog to be held until: _____

Additional Terms or Notes: _____

