

# Steadfast Standard Schnauzers

Address:

Email:

Phone:

## Sales Agreement

Litter Reg. # -

Sire –

Sire's Reg. # -

Sire's OFA # -

Breed –

Individual Reg. # -

Dam –

Dam's Reg. # -

Dam's OFA # -

Sex –

Date Whelped –

This contract is made by and between Steadfast Standard Schnauzers, hereinafter referred to as Breeder/Seller and \_\_\_\_\_ hereinafter referred to as Buyer/Owner, to provide for the subsequent care, treatment, and nurturing of the puppy/dog herein described above. It is agreed to by both the Buyer(s) and Seller(s) that the term "puppy" shall be defined as: "being any dog under 18 months of age".

In exchange for the above described puppy/dog, a monetary consideration of \_\_\_\_\_ (state sales tax included) will be given the seller(s). The terms of the payment are:

There is a required, **NON-REFUNDABLE**, deposit equal to half the total price which is to be paid immediately in the form of cash, money order, or cashier's check (made payable to **Steadfast Standard Schnauzers**) The remaining balance will be paid at the time of the puppy pick-up.

### REGISTRATION

Buyer intends to show this puppy/dog in AKC conformation to obtain championship and breeding rights. Co-ownership with the Breeder/Seller will be established and maintained until the puppy/dog attains champion level and the contract is fulfilled. The Breeder/Seller agrees to provide the Buyer with copies of AKC registration and pedigree papers naming the Buyer as registered co-owner of the dog with the Breeder/Seller. The AKC registration and pedigree papers will be sent to the Buyer when purchase price is made in full and the signed contract is received by the Breeder/Seller. The co-ownership is established to reserve Breeder/Seller rights until contract is fulfilled.

### BREEDER/SELLER'S GUARANTEES

1. As of the date of this agreement, the puppy is in good health and free of communicable diseases. It has been de-wormed, vaccinated, examined by a licensed veterinarian, and comes with a veterinarian health certificate. The Breeder/Seller attest to the puppy/dog as having no known illnesses or deficiencies of health. The Buyer understands that within the first week after purchasing the puppy/dog, said Buyer has the option to have the puppy/dog

examined by a veterinarian of the Buyer's choice, and this examination of the puppy/dog is at the Buyer's expense. Should any illnesses or deficiency of health be found, the puppy/dog may be returned to the Breeder at the Buyer's expense for a full monetary refund of the purchase price. The return of said puppy/dog must happen within two weeks of sales agreement signing date.

2. The Breeder/Seller guarantees the puppy/dog to be free of genetic defect(s) within the first two years of life. Examples of these defects include; hip dysplasia, blindness, and DCM. Ear infections, dry skin, parvo, over/under shot bite, and any other illness or diseases that can be induced by environment will not be the responsibility of the Breeder. Any and all expenses incurred due to disease, whether genetic or environmental, is the sole responsibility of the Buyer. If, within two years the puppy/dog is determined to have a genetic defect as determined by both Buyer's and Breeder's designated veterinarian, a puppy from the next available litter will be provided free of charge by Breeder.
3. The Buyer, at their option, may return puppy/dog (in good condition) to Breeder for any reason within 72 hours of receiving the puppy for a refund not to exceed 50% of the sale price, providing Buyer agrees to pay all transportation costs to the Breeder's address. Breeder will provide refund within two weeks of the puppy/dog return. After 72 hours the Buyer accepts full responsibility for temperament and physical wellbeing of the purchased pup/dog.
4. This puppy is sold for Show/Breeding/Performance purposes and guaranteed to be free of any disqualifying fault in conformation listed in the American Kennel Club (AKC) Standard Schnauzer breed standard, after the age of 8 months old. The puppies that the Breeder sells under full contract in Breeder's opinion have excellent potential for breeding and performance.
5. In case the puppy has minor faults that are not health related but disqualify this pup from a breeding program (large umbilical hernia, ear not erect, un-descended testicle, etc.) the Buyer/Owner will receive the option to purchase another puppy at half price. If the purchased dog receives OFA rating less than Fair for hips, the option of getting another puppy free of charge will be offered. The Buyer will be required to pay all related shipping costs to get a replacement puppy and to return the first puppy back to the Breeder/Seller. Papers must be sent to the Breeder with correct transfer signatures. If the Buyer wishes to keep the first puppy and Breeder agrees, a copy of a Spay/Neuter certificate is required before the Seller provides a replacement puppy. NO CASH REFUNDS GIVEN.
6. If the puppy/dog's OFA report comes back with the result of subluxation, the Buyer must repeat the x-rays at a later time at his/her own expense (at least 6 months after date of original x-ray) before determining that the puppy will not pass OFA/OVC. No refunds will be given for a report of Panosteitis (growing pains), as proper feeding can control this and the puppy should outgrow it.
7. The Breeder will actively help with the advice for the life of this puppy/dog.
8. If the puppy mentioned in this contract will pass all CHIC health tests, display a sound temperament and is bred to similar quality Standard Schnauzer(s), the Breeder will provide help with placing puppies.

## BUYER/OWNER'S AGREEMENTS

1. The Buyer/Owner agrees that to breed said dog, the Buyers shall be bound to the following:
  - a. A male dog shall be a minimum of 12 months of age. A bitch shall be a minimum of 24 months of age, and maximum of 8 years old. During a bitch's breeding years, she shall not be bred more than once per year.
  - b. Participate in the Canine Health Information Center (CHIC) program such that said dog or bitch is tested and certified free of the common genetic problems defined for the Standard Schnauzer breed by the Orthopedic Foundation for Animals (OFA). Documentation of the below tests must be posted on OFA official Website:
    - Clear of Hip Dysplasia with a minimum rating of Fair
    - Tested and clear of Dilated Cardiomyopathy (DCM), and
    - Obtain "Normal" CERF evaluation
  - c. The Buyers shall not breed any dog that has been diagnosed or treated for a defect of a hereditary nature (including but not limited to diabetes, thyroid disease, autoimmune disease, or epilepsy).
  - d. The said dog must have achieved a minimum of a Conformation Championship title and/or a working title such as Companion Dog (CD), Farm Dog (FDC), Tracking Dog (TD), Rally O advanced, and such achievement is documented by American Kennel Club.
  - e. The Buyers agree that this dog will be only bred to Standard Schnauzers that:
    - Are AKC and/or CKC registered;
    - Meet the requirement of improving the breed and not for profit;
    - Are parasite free and free of Brucella Canis at least seven (7) days prior to breeding;
    - Have like clearances, titles, of good temperament, and no disqualifying faults.
  - f. If the Buyer/Owner allows the dog to breed before final OFA x-rays are done this will nullify all guarantees and the Buyer agrees to pay a penalty to the Breeder/Co-Owner in the sum of \$1000.00.
2. The Buyer/Owner agrees and bind themselves to take good and reasonable care of the dog, house the dog properly, control the dog on lead when off the premises, and to house and control the dog properly on Buyer's premises to avoid loss by theft, running away or otherwise, and promptly to give or secure the best of veterinary attention to the physical welfare of the dog at their own expense.
3. The Buyer/Owner agrees to inform Breeder any time they move or change phone numbers during ownership of the dog.
4. The Buyer/Owner agrees not to sell, trade, lease out, euthanize (except under emergency conditions to end suffering), or give away the dog without verbal, or written permission from the Breeder.
5. If for ANY reason the Buyer/Owner can no longer keep the puppy he/she MUST notify the Breeder immediately. Breeder and the Buyer/Owner will work together to find an acceptable new home for the puppy. If an acceptable home cannot be found and agreed upon the Breeder will take responsibility of the puppy. The Buyer/Owner understands that in such case he/she must return the dog with signed AKC registration transfer to the

Breeder/Seller without receiving any refund. The Buyer/Owner will handle shipping arrangements and expenses, if any. Under no circumstances may this dog be disposed of or surrendered to a Dog Pound, Humane Society, Animal Shelter, any Rescue Organizations, Pet Store, other Breeders, or to individuals associated with a suspected or proven puppy mill.

6. The Buyer/Owner agrees to comply with all local ordinances regarding the keeping of dogs, in addition to providing adequate food, water, housing, immunizations and health care, and humane treatment for the dog.
7. The Buyer/Owner agrees to actively train this puppy in dog sports in which the Buyer is interested and for which the dog is fit. The Buyer/Owner agrees to show this dog in AKC conformation shows and complete this dog's Championship. The cost for the classes, shows and trials are the full responsibility of the Buyer/Owner.
8. The Buyer/Owner agrees to maintain this dog in good health, provide routine preventative health care including, but not limited to, inoculation, internal and external parasites, and - where suggested by a vet - heartworm preventative medication. All expenses regarding the animals including: shipping of the animals, proper care, veterinary fees, housing, or legal liabilities are the responsibility of the Buyer/Owner at whose home the animal will reside.
9. The Buyer/Owner agrees to keep this dog properly nourished (HIGH QUALITY FOOD) and exercised, but not over-exercised (jumping, jogging, tug-of-war before 2 years of age can cause joint and bone problems). The dog must be kept lean and not over weight. The Buyer/Owner agrees to raise puppies on her premises and maintain their health and excellent socialization practice.
10. The Buyers agree that neither this dog nor progeny of this dog shall be used for purposes of vivisection and progeny shall not be sold by or through any commercial or wholesale establishment, any chain store, catalogue sale house, pet store, or "puppy mill".
11. The Buyers agree that the death or loss or destruction of the dog from any cause whatsoever must be documented. In the event of death, a signed affidavit from the attending Vet giving the cause of death will suffice as legal proof of death. In the event of loss or destruction for whatever reasons, a signed affidavit from the Buyers explaining the circumstances of the loss or destruction will suffice. Above-described dog's registration papers must be returned to the Seller/Breeder noting the dog's death, loss or destruction. Such proof will release the Buyers from the remaining conditions of this agreement.
12. The Buyers agree to defend and hold harmless the Breeder/Seller for all charges of liability to any persons due to the action of the above dog.
13. The Buyer/Owner agrees to use name STEADFAST'S at the beginning of dog's registered name. Any name or letter that the Buyer chooses may follow the kennel name.

Breeder/Seller: \_\_\_\_\_

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

Buyer/Owner: \_\_\_\_\_

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