

Blackwater Belgians
Bill of Sale and Guarantee
Show Quality Puppy

Seller/Co-Owner:

Linda K. Fung, DVM

Stockbridge, MI 49285 USA

email: blackwaterbel@juno.com

Buyer/Co-Owner:

Name _____

Address: _____

city/state/zip: _____

phone/fax: _____

email: _____

The buyer has purchased on co-ownership the following Belgian Tervuren:

Name/ID: _____

Sex: _____

Color: _____

Date whelped: _____

AKC Registration number: _____

Sire: _____

Dam: _____

Breeder: *Linda K. Fung, DVM*

Purchase price: _\$_____

Terms (if applicable): this dog is on a show contract on a co-ownership

This dog is sound in body, of good health and free of congenital defects and communicable diseases as appear to the eye. This dog is guaranteed to become an AKC champion of record, and should be the embodiment of the basic type of the Belgian Tervuren.

The dog is guaranteed as follows:

1. The dog is a pure bred Belgian Tervuren.
2. The attached pedigree is correct to the best of my knowledge.
3. The dog is free of congenital defects and communicable diseases at the time of sale.
 - A. *At the expense of the buyer, the dog is to be examined by a licensed veterinarian within 72 hours of the date of purchase to validate #3 above.*
4. This dog carries a lifetime guarantee to be free of the following conditions: hip dysplasia, progressive retinal atrophy, and idiopathic epilepsy.

One of the following options will be executed by the seller if any of the conditions #1 through #3 are not met:

- A. Upon the return of the dog to the seller, at the buyer's expense, the seller will replace the dog with one of equal quality and value, though not necessarily from the same breeding.
- B. Upon return of the dog to the seller, at the buyer's expense, the seller will refund the buyer the original purchase price of \$_____

It is at the seller's discretion as to which alternative "A" or "B" is chosen.

If condition #4 is not met, and the buyer chooses to keep the dog, the seller will refund to the buyer the difference between show and pet price for this litter which is: \$_____

This dog is guaranteed to be able to attain the American Kennel Club title of Champion of Record (or equivalent) by the age of 4 yrs. If the buyer has shown concerted effort and is unable to finish the dog's championship, at the seller's discretion, one of the following options will be executed:

- C. The dog will be shipped to the seller who will show the dog to the title of AKC Champion of Record. All showing, shipping, boarding, and traveling expenses will be the responsibility of the buyer.
- D. Upon veterinary certification of neuter or spay, the seller will refund to the buyer the difference between show quality and pet quality price for this litter which is \$_____

The buyer agrees:

1. Not to breed this dog before it's third birthday, and not before the following conditions are met: Completion of AKC championship (or equivalent) , a typical Belgian temperament, certifications from the Orthopedic Foundation for Animals that the dog has normal hip and elbow conformation, certification from the Canine Eye Registry Foundation that this dog's eyes are normal, this dog has been seizure free, and is free of disqualifying faults as listed in the AKC standard for the Belgian Tervuren at the time of breeding.
2. This dog is only to be bred to a purebred Belgian Tervuren who meets all of the criteria outlined in #1 above. This dog is NOT to be bred without the express and written consent of the seller, and only to approved females.
3. The seller is to be notified of all breedings BEFORE they take place, and will retain the right to allow or disallow any and all potential breedings if in the opinion of the seller there is too great a risk on the basis of health--this includes, but is not limited to idiopathic epilepsy, hip or elbow dysplasia, hereditary eye problems, hereditary cardiovascular problems. The buyer agrees to obtain written permission from the seller before any breeding shall occur. All stud fees will be split equally between the co-owners.
4. The dog shall not be mistreated in any way by the buyer, family members, trainers, friends, or agents.
5. The dog shall be kept current on any and all medications and vaccinations including, but not limited to: distemper, hepatitis, leptospirosis, parvovirus, parainfluenza, corona, rabies, bordetella, heartworm preventative, and any other vaccinations or medications recognized as necessary by the veterinary community.
6. To provide proper physical and mental care to ensure both physical and mental health for a Belgian Tervuren, as would be considered good and reasonable care for a dog of this breed and type by the veterinary community and good general canine care.
7. To attend at least 1 puppy kindergarten class by the time the dog is 5 months old, and two obedience classes by the time the dog is 18 months old. The class must be taught by a qualified trainer who is experienced in training herding breeds and who uses positive motivational techniques. More advanced training is recommended, but not required. In the event that no obedience classes that meet the above criteria are available, conformation handling classes and/or agility classes may be used to fulfill the above requirements.
8. To notify the seller if the dog is lost or stolen within 2 hrs of the event. If the dog is to be euthanized for a medical reason, dies, or is to be spayed/neutered, notice is to be given as soon as possible BEFORE the event, unless it is an emergency, and then it is not to exceed 48 hrs after the aforementioned event.
9. To keep the dog confined at all times within a SECURELY fenced yard or kennel, or on leash--and not to leave the dog unattended as to allow it to wander at will or become a nuisance or threat to society.
10. No puppy produced from the breeding of this dog shall be sold or resold, raffled, donated, or given to or auctioned to any dog wholesaler or retailer, pet store, commercial kennel/breeder, enterprise or any persons or corporations engaged in either the resale or wholesale trafficking of dogs, or any agent of the aforementioned. If this part of the contract is violated in any way, the buyer is liable to the seller for the sum of \$2000.00 per puppy or dog in damages as well as any and all costs of reacquiring all animals involved, their medical and rehabilitation expenses, and any and all legal fees or expenses.
11. This dog is NON-TRANSFERABLE. Should the buyer be unwilling or unable to keep the dog for any reason, the buyer MUST RETURN THE DOG TO THE SELLER AT THE BUYER'S EXPENSE. The buyer agrees to sell the dog to the seller, and the seller agrees to repurchase the dog at the original purchase price outlined on page 1 of this contract provided the dog is reproductively intact, and in good mental and physical condition in the opinion of the seller. If the dog is not reproductively intact there is no refund of any kind.

- 12. To have this dog’s hips and elbows radiographed and submitted for evaluation by the Orthopedic Foundation for Animals by the time the dog attains it’s third birthday, and provide the seller with copies of the evaluation.
- 13. To have the dog’s eyes examined by a board certified ophthalmologist and the results submitted to the Canine Eye Registry Foundation (C.E.R.F.) and provide the seller annually with an updated copy of the results. The first examination is to be done no later than the dog’s second birthday and are to be continued through the dog’s tenth birthday.
- 14. To notify the seller if the dog develops any type of hereditary condition including, but not limited to idiopathic epilepsy, progressive retinal atrophy, hip or elbow dysplasia--or if any dogs produced from this dog develops any such conditions.
- 15. To notify the seller in writing of any changes of address or telephone number.

If any part of this contract is found to be null/void, it will have no effect on the remainder of the contract

In the event of the breach of any part of this contract, the dog will be returned to the seller at the buyers expense, if the dog is intact and in good mental and physical condition, the seller will refund to the buyer the original purchase price of the dog. If in the opinion of the seller the dog is not in good physical or mental condition, or in the event of illness (not previously outlined) a portion of the original purchase price will be refunded after a deduction for treatment of illness or less expense of rehabilitation of the dog.

This contract can only be modified, changed, or updated if agreed to in writing and signed by both the buyers(s) and the seller.

Additional stipulations, terms, agreements, instructions, etc.:

- 1. This dog is co-owned and is non-transferable. In the event that the purchaser is unable or unwilling to abide by the terms of this contract or in the event of irreconcilable differences, the dog will be returned to the seller at the buyer’s expense with all registration papers, microchip documents, health clearances and any appropriate certificates signed back over the seller.
- 2.

I have read, understood, and agree to abide by all the provisions and terms as outline in this contract.

Buyer(s) *Date*

Seller *Date*

Seller *Date*