

KAYLOMA COLLIES

Agreement of Sale

_____	_____	_____	_____
Breed	Sex	Color	Birth date
_____	_____	_____	_____
Name		AKC Number	
_____	_____	_____	_____
Sire		AKC Number	
_____	_____	_____	_____
Dam		AKC Number	
_____	_____	_____	_____
Tattoo Number	Tattoo Registered With	Phone Number	

This Dog/Bitch is sold as a show prospect, with a co-ownership agreement.

From this point forward _____ will be known as the buyer and Kayloma Collies/Vicki D. Loucks will be known as the breeder.

1) Should dog/bitch have a crippling hip dysplasia or any other genetic defect, which would seriously impair normal life or prevent breeding. Or a natural disqualifying fault, which would prevent the dog/bitch from being shown.

***** This guarantee does not include eye defects such as CEA; it will only guarantee the eyes to be as good as the initial eye exam for CEA performed by a certified Veterinary Ophthalmologist. If the dog/bitch is over eight weeks old at time of purchase the breeder furnishes the eye exam. The guarantee does include an eye defect, which has caused the dog/bitch to become totally blind, such as PRA.**

- a) Dog/Bitch will be replaced with a puppy of similar quality, in exchange for said animal.
- or b) Two-thirds (2/3) of the purchase price, will be returned in exchange for said animal.
- or c) If the animal is spayed/neutered, one-half (1/2) of the purchase price will be returned and dog/bitch can remain with the buyer if they so desire; otherwise said animal will be returned to the breeder with only two-thirds (2/3) the purchase price refunded.

***** This Guarantee will be null and void if the condition below is**

not strictly adhered to.

d) The Buyer agrees to:

i) Take at least one obedience class with dog/bitch between 18 weeks and one (1) year old, which the breeder agrees to pay half the class price (not to exceed thirty (30) dollars) after the class has been successfully completed.

2) The buyer agrees to use the kennel name Kayloma in the dog/bitch's registered name.

3) This dog/bitch is sold with a co-ownership and is sold with the following conditions.

a) The Buyer agrees to:

i) Pay for all required maintenance for the dog/bitch- i.e., food, grooming, veterinary expenses (unless the breeder agrees to share a particular veterinary service), and any routine care.

ii) Pay for all show expenses- i.e., entry fees, transportation and handling if handled by a private handler.

iii) Have the hips OFA certified before the dog/bitch is 36 months of age. Perform screening tests for von Wildebrands disease and Michigan Thyroid function profile (T4, T3, fT4, fT3, autoantibodies for T4 and T3, TgAA, and TSH) by 24 months of age. Tattoo or microchip (if the breeder hasn't already done so) dog/bitch by 12 months of age. All costs will be paid for by the buyer and copies of test results and certifications will be sent to the breeder.

iv) Pay for all breeding expenses- i.e., stud fees, travel and necessary prebreeding tests or exams (OFA certification, von Wildebrands, & Michigan Thyroid Function profile)

v) For the life of the dog, get approval of the breeder before breeding to the selected dog/bitch.

vi) To place all future offspring of dog/bitch on either pet spay/neuter agreements, similar to the attached, or coownership/full ownership agreements for show puppies. Whichever agreement is used, it shall have a take-back clause in it similar to Item Number 4 and a clause similar to this and the following statement included.

vii) That future offspring will be placed in either pet or show homes, with the agreements mentioned above, and that **NO** puppies will be placed in homes whose only intent is to breed said puppy. **No puppy shall never be sold or given to**

any pet dealer, pet shop, Laboratory, Humane Society, Animal Control, or other agent.

- viii) Not remove the dog/bitch from the state the breeder resides in during co-ownership without the breeder's permission.
- ix) Before full ownership is turned over to the buyer the following will apply, unless prior arrangements have been made with the breeder.

The breeder will receive one (1) puppy of her choice from the litter of her choice out of said dog/bitch.

- or The breeder will receive two (2) stud services at no charge out of said dog.
- or If the breeder agrees to whelp a litter and pay for the stud, the entire litter belongs to the breeder.
- or If the breeder agrees to whelp a litter and the buyer pays for the stud, the breeder will receive three (3) puppies. The puppies can be picked from future litters of said dog/bitch.

b) The Breeder agrees to:

- i) Handle the dog/bitch at dog shows the breeder is attending without charging a handling fee, but the buyer must still pay for entries and food (unless prior arrangements are made).
- ii) Turn full ownership over to the buyer once the dog/bitch has finished its AKC championship title and all breeding agreements have been fulfilled, until this time the AKC registration papers are kept by the buyer and a copy is provided to the breeder.

4) If at any time the buyer is unable to keep said dog/bitch or for any reason wishes to dispose of said dog/bitch it will be returned to the breeder or a new home must be approved of by the breeder. At this time no refund will be given to the buyer unless at least one of the conditions below has been met. In addition, said dog/bitch must never be sold or given to any pet dealer, pet shop, Laboratory, Humane Society, Animal Control, or other agent.

- a) If the buyer wishes to return the dog/bitch within 2 weeks of purchase, the entire purchase price will be refunded.

***** If the dog/bitch is returned unhealthy or the buyer has not**

followed the vaccination schedule (provided at purchase) or homeopathic nosode schedule recommended, the buyer is liable for any and all expenses for homeopathic or veterinary care.

- b) If dog/bitch becomes ill within the first 30 days, 3/4 of the veterinarian's bill will be paid, but not to exceed the full purchase price or the purchase price will be refunded in exchange for dog/bitch.

***** This pay back schedule will be null and void if the health recommendations, vaccination schedule (provided at purchase) or homeopathic nosode schedule recommended, or heartworm preventative recommended by the breeder is not strictly followed/adhered to. Puppies are not to be taken to shows or puppy class before 18 weeks old.**

- 5) Breeder has the right to repossess the dog/bitch without any compensation to the buyer if the buyer neglects to provide proper food, water, shelter, grooming, or necessary veterinary care- i.e., yearly rabies vaccinations (or as required by law), distemper and parvo vaccinations per vaccination schedule provided, yearly Heartworm test, and daily or monthly (**DO NOT GIVE HEARTGARD**) Heartworm preventative. The breeder recommends giving a daily Heartworm preventative, information for a distributor of daily Heartworm preventative will be provided. Homeopathic nosodes prescribed by a Homeopathic Veterinarian may be used in lieu of vaccination with the exception of rabies vaccine, which must be given in accordance with local laws.

***** A list will be provided, at purchase, of drugs which collies are sensitive to. These drugs should not used on your collie. Use of these drugs will void any health guarantees.**

- a) Food used should be of good quality- i.e., Homemade Diet, Nature's Variety, Evo, Flint River Ranch, Innova, Canidae, Precise, Sensible Choice, Natural Life, etc... No generic dog food or store name brands-i.e, Wal-Mart, A&P, Foodclub, etc... The breeder recommends and feeds the Bone and Raw Food (BARF) Diet, guidelines will be provided.
- b) If the buyer chooses to vaccinate for distemper and parvo the vaccinations must be given in accordance with the breeders recommendations (vaccination schedule attached) or any and all health guarantees will be null and void. The breeder recommends using homeopathic nosodes and consulting with a Homeopathic veterinarian for treatment of any and all illness (a list of veterinarians will be provided at purchase). The breeder is a Homeopathic Practitioner and will treat puppies and adult dogs purchased from the Breeder at no charge. Nutritional supplements and medicines will have charges associated with them.

- c) The buyer agrees not to allow treatment with drugs containing steroids (i.e. eye ointments, ear medication, pills, shots, etc...). If at any time, the said dog/bitch receives steroid treatment, any and all health guarantees will be null and void.
- 6) The buyer agrees to provide adequate protection from harm to this COLLIE by not allowing this COLLIE to run free of owner's property and by providing a safe, fenced area for this COLLIE.
- 7) The buyer agrees to provide a suitable and appropriate home environment for this COLLIE which will, among other stipulations, prohibit the chaining of this COLLIE.
- 8) The buyer agrees to, at all times, keep identification on a suitable collar (never a chain or choke collar) on said COLLIE. This identification may be in the form of an I. D. tag bearing owners' address and telephone number and/or current license tag.
- 9) The buyer agrees to have said COLLIE tattooed or microchipped (if using Homeopathy or Acupuncture tattooing is the preferred method) by 12 months of age. The tattoo should be on the inside of one hip with the COLLIE'S AKC number.
- 10) The buyer agrees to notify Kayloma Collies, place an ad in the local newspaper, place a lost report with the local humane society, and visit the local animal shelter(s) a minimum of every three (3) days (every other day is preferred) until said COLLIE is recovered if, at any time, this COLLIE should become lost.
- 11) The buyer agrees to reimburse any and all expenses required to find said COLLIE to Kayloma Collies if they choose not to follow the guidelines in paragraph 9.
- 12) The buyer agrees that Kayloma Collies may examine and/or make inquiry about said COLLIE and, if not satisfied with the conditions, may take possession of said COLLIE at any future time.
- 13) The dog/bitch's purchase price is as follows \$800.00 .

***** All paragraphs of this agreement shall be strictly adhered to or it shall be declared null and void and the seller has the right to repossess said dog/bitch with no compensation to the buyer. *****

- 14) Attached is the dog/bitch health record.

We agree to the provisions in the contract as written.

Buyer (Sign and Print Name)

Telephone Number

Address

***** Buyer agrees to notify breeder with any change of address or phone number.**

Breeder (Sign and Print Name)

Telephone Number

Address

***** Breeder agrees to notify buyer with any change of address or phone number.**

Witness

Date