

JM Kennels



Jane Stamp - Owner
8029 County Road 50
Johnstown, CO 80534
(970) 308-6256

www.dappledoxie.com

Contract of Deposit and Sale



Client Information

Name _____
Address _____
Phone _____
Email _____

Total Puppy Cost _____
Amount of Deposit _____
cash _____ check # _____
Driver License # _____
Transportation Costs _____
Shipping Date _____
Balance Due _____
Transfer date _____ Initials _____
Full Registration _____
Limited Registration _____

Puppy Information

Date of Birth _____
Gender _____
Color _____
Dam _____
Sire _____

Terms and Conditions

The following agreement is between Jane Stamp, hereafter referred to as "BREEDER" and _____, hereafter referred to as "BUYER" for the sale and purchase of the puppy described and listed above.

BUYER agrees that he/she has read and understands this contract fully and is signing this contract on his/her own will. Should SELLER find it necessary to enforce any or all of this contract in a court of law or other legal venue, BUYER agrees to be responsible for any and all court costs and attorney's fee.

Covenant not to Disparage

Buyer understands that the eventual personality and/or behavioral traits of the dog purchased under this Agreement cannot be guaranteed. As such, and knowing that any disparaging remarks against JM Kennels, its owners, operators, or employees will result in irreparable harm to JM Kennels and its business, Buyer agrees to refrain from making any disparaging remarks or comments, whether publicly or privately made, concerning JM Kennels, its owners, operators, or employees, or the dogs bred at, or purchased from, JM Kennels. Buyer agrees to pay liquidated damages of Five Thousand Dollars (\$5,000.00) for each and every single disparaging remark made.

Dated _____, 20____

SELLER'S SIGNATURE _____

BUYER'S SIGNATURE _____

PRINTED NAME _____

PRINTED NAME _____

TERMS AND CONDITIONS DEFINED

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PAYMENT and CONDITIONS OF DEPOSIT

The puppy described above is being sold for the total sum of US\$ _____.
A NON REFUNDABLE-UNDER NO CONDITIONS deposit of US\$ _____ was received on ____/____/20____ by way of PayPal/Check/M.O./Cash. (If puppy is paid in full, the deposit amount will still apply)
Should the Bitch dog listed on this contract miscarry, birth a dead litter, have a limited amount of specific gender puppies, have a 'false' pregnancy, or die before the litter is born, OR if the puppy dies before the date that it is to be picked up by BUYER, there will be NO REFUNDS of deposit to the BUYER. The deposit may be transferred to another up and coming litter (puppy) of equal or lesser value within a 2 year period of this contract. If BUYER changes his/her mind on the puppy listed above, or any puppy in the future, FOR ANY REASON, the deposit remains NON REFUNDABLE UNDER ANY CIRCUMSTANCES. Any conditions not listed in this contract, the deposit remains NON REFUNDABLE.
Final payment in the balance of US\$ _____ is due and payable in CASH FORM ONLY or CERTIFIED FUNDS at the time the puppy is 8 weeks old.
Transportation costs, if any, will be prepaid by the BUYER before shipping. (Shipping charges include Airline charges, travel to the airport, kennel, health certificate and required vaccines and or worming medications required for travel-Approximately \$____.00 at this time)

SELLER INITIALS _____/date _____ BUYER INITIALS _____/date _____

MAINTENANCE

BUYER agrees that he/she will not sell, transfer ownership or possession of the puppy or any of his/her progeny to any person or organization whose intent it is to resell (pet store), trade, give away the dog, use it in experiments, laboratory or otherwise, or use it as breeding stock for a puppy mill. If, for any reason BUYER is unable or unwilling to keep and care for the dog, BUYER agrees to return the dog to the possession of the SELLER and assumes the cost of shipping if necessary. If the SELLER agrees, the puppy may be given to an appropriate home; however the SELLER will have first chance to obtain the dog.
BUYER agrees SELLER will immediately REPOSSESS DOG UPON EVIDENCE OF NEGLECT AND/OR ABUSE AT NO EXPENSE TO THE SELLER.
If BUYER or BUYER's successor or assigns should violate the foregoing terms and conditions, BUYER agrees to pay SELLER as liquidated damages an amount equal to the original Purchase Price as well as any transportation costs to return the dog to the SELLER

SELLER INITIALS _____/date _____ BUYER INITIALS _____/date _____

72 HOUR HEALTH EXAM

The BUYER has 72 hours to have the dog examined by a licensed veterinarian at BUYER's expense. Proof of exam is to be sent to the SELLER within 7 days of exam or the health agreement is null and void. If any LIFE THREATENING health defects are detected, a written statement, which includes Dr.'s name, address and phone must accompany the return of the puppy. The return of the puppy and AKC papers will be at BUYERS expense. Then and only then will a puppy be exchanged for a puppy of equal value within a timely manner, or when a puppy of equal value is available. If BUYER is unwilling to release the puppy and AKC papers into SELLERS possession, **NO REFUND OR REPLACEMENT PUPPY** will be offered, nor will SELLER be a part of the recovery process. Any claims must be made within this time period and will be verified by SELLER's own veterinarian. Exclusions to this 72 hour health guarantee are Worms, Giardia, Coccidia or any curable non genetic conditions. SELLER will not be responsible for any vet costs and will ask BUYER to return the puppy promptly. At that time, it will be discussed as to whether a replacement puppy will be honored by SELLER or if said puppy recovers to the satisfaction of the BUYER.

SELLER INITIALS _____/date _____ BUYER INITIALS _____/date _____



ONE YEAR HEALTH GUARANTEE

This puppy is guaranteed to the original BUYER for (1) ONE year. SELLER states that at the time of sale and to the best of SELLERS knowledge, this puppy is free of any congenital birth defects and illness. This health warranty **DOES NOT** include kennel cough which much like a common cold. Kennel cough must run its course, recovery is expected and kennel cough is not life threatening. BUYER is aware that dogs are prone to heat stroke and will be responsible to provide an environment that is healthy for their puppy. BUYER has also researched, is knowledgeable of the following conditions and BUYER is aware they are **NOT COVERED** in the congenital hereditary health warranty: *Demodectic Mange, *Cherry eye, *Entropies, *Ectropion or "loose hips", *Luxating patella or "slipped stifles", and any teeth issues such as *(over bite-under bite-baby teeth not removing naturally and the like). *Skin allergies, *Giardia, *Coccidian, *Internal parasites, *Bacterial or Viral infections, *Elongated soft palette, *Umbilical hernia and *Nasal snares. Undescended testicles are not covered, Nor is inability to breed/sterility. Deafness and Blindness is occasionally seen in this breed. While these are not pleasant, they **ARE NOT** considered life threatening and are not covered in this health agreement. SELLER INITIALS _____ date _____ BUYER INITIALS _____ date _____

Under NO CIRCUMSTANCES will SELLER be responsible for any veterinarian bills acquired by the BUYER for this puppy. Minor, breed related, treatable or correctable conditions, or any condition that may go away or is considered a condition which a puppy will likely outgrow, are not covered. SELLER INITIALS _____ date _____ BUYER INITIALS _____ date _____

SELLER, ON CONFIRMATION OF A LIFE THREATENING Genetic Condition, found within 48 hours (2 working days of purchase), SELLER will replace the said puppy within a reasonable amount of time, not to extend ONE Calander Year from date of purchase. Furthermore, extending the 48 hour guarantee to 6 months, certain health issues as follows: limited to Leukemia, Heart Malformation, and Pulmonary Stenosis. If one of these arises within the first SIX MONTHS of purchase, and a licensed veterinarian believes this to be life threatening genetic related, then buyer is to notify seller within **48 hours** with:

1. A written explanation from a licensed veterinarian and backed up with lab work or x-rays the nature of the problem.
2. The SELLER will obtain A SECOND opinion from a Veterinarian whom SELLER will choose to examine the puppy for signs of abuse or for the reported life threatening congenital defect.

If buyer chooses to not take a replacement puppy at their own discretion due to any of the above, NO MONEY REFUNDS UNDER ANY CONDITIONS! SELLER INITIALS _____ date _____ BUYER INITIALS _____ date _____

SELLERS SIGNATURE _____ date _____

BUYERS SIGNATURE _____ date _____

SPAY AND NEUTER AGREEMENT

_____ This puppy is being sold for a **PET ONLY**. Under no circumstances will this puppy be used for breeding. BUYER agrees to have said puppy either spayed or neutered by the age of reproduction (between 5 and 8 months of age)

_____ This puppy is being sold for a breeding purposes.

SELLERS INITIALS _____ date _____

BUYERS INITIALS _____ date _____

PUPPY PICK UP DAY

The puppy defined here is in good health at the time of the pick up date and embodies the characteristics of the breed described in this contract. _____ Date _____

The BUYER agrees to have an Active PET HEALTH INSURANCE POLICY on this puppy on the date of pick up. AGREED _____ DISAGREE _____

If no HEALTH INSURANCE POLICY is in order, SELLER WILL NOT be responsible for any such vet expenses incurred after this puppy leaves the premises. _____

SELLER does not accept responsibility for contagious disease diagnosed after 3 days from date of purchase. _____

SELLER does not guarantee the coat length or texture of any puppies, purebred or hybrid _____

All appropriate vaccines, treatments for this dog/puppy have been given, and a record of the vaccination and treatment history is supplied to the BUYER including information on Rabies (page 4a) _____.

SELLER assumes no monetary responsibility for puppies once they leave SELLER premises. Any illness, trauma, stress or stress-related consequences incurred due to mishandling during delivery or transportation, or in the process of the puppy adjusting to a new home, new routine and new food are not warranted by SELLER. _____

Common puppy problems that may occur due to the stress of adjusting to a new environment or mishandling by the new owner are not warranted under the limited health guarantee, including, but not limited to, coccidia, giardia, internal parasites, parvo, distemper, hypoglycemia. _____

The BUYER agrees to maintain the dog/puppy's health in good condition and to provide yearly examinations, proper vaccines, *heart worm test *(where applicable) and any other usual procedures necessary to assure good health and will stay in compliance of the spay/neuter agreement per this contract. _____

The SELLER has done everything possible to produce healthy, sound puppies through breeding dogs with the best records of being free of hip/elbow and back dysplasia. The SELLER has done the best of their ability to provide the best nutrition, veterinary care and facilities to ensure a healthy dog/puppy. The BUYER agrees to provide a suitable and safe area for this dog/puppy. _____

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The BUYER assumes the responsibility to carry on with the appropriate vaccines, exercise and feeding schedule. The SELLER can offer no further guarantees once the care of the dog/puppy is no longer under SELLERS control. Therefore, the SELLER does not make any guarantees as to the dog/puppy's adult size and weight. _____

BUYER has been informed as to the proper feeding of the breed name _____

BUYER is in agreement with the terms and conditons of this contract, dated _____, 20 _____



SELLER'S SIGNATURE _____ BUYERS SIGNATURE _____

SELLER'S PRINTED NAME _____ BUYERS PRINTED NAME _____

Rabies Prevention



What is Rabies?

Rabies is a deadly disease caused by a virus that attacks the nervous system. The virus is secreted in saliva and is usually transmitted to people and animals by a bite from an infected animal. Less commonly, rabies can be transmitted when saliva from a rabid animal comes into contact with an open cut on the skin, or the eyes, nose, or mouth of a person or animal. Once the outward signs of the disease appear, rabies is nearly always fatal.

Why should I be concerned?

Rabies is increasing in wildlife throughout Colorado, placing both humans and animals at risk for this deadly disease. Skunks and bats are the most significant sources of rabies in Colorado. Skunks, bats, raccoons, foxes and coyotes can carry rabies. In Colorado, other wild animals, dogs, cats, horses and livestock can become infected if they are bitten by a rabid animal. Contact with infected wild or domestic animals places you and your family at risk for rabies infection.

What are the signs of rabies in animals?

Once the rabies virus enters the body, it travels along the nerves to the brain. Dogs, cats, and ferrets with rabies may show a variety of signs, including fearfulness, aggression, excessive drooling, difficulty swallowing, staggering, and seizures. Rabid wild animals may only display unusual behavior; for example, an animal that is usually only seen at night may be wandering in the daytime.

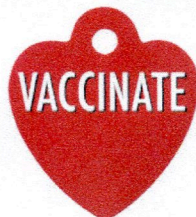
What can I do to help control Rabies?

- * Have your veterinarian vaccinate your dogs, cats and ferrets. Your veterinarian will advise you on the recommendation frequency of vaccination in your area.
- * Reduce the possibility of exposure to rabies by not letting your pets roam free. Keep cats and ferrets indoors, and supervise dogs when they are outside.
- * Don't leave exposed garbage or pet food outside, as it may attract wild or stray animals.
- * Wild animals should never be kept as pets. Not only may this be illegal, but wild animals pose a potential rabies threat to caretakers and to others.
- * Observe all wild animals from a distance. A rabid wild animal may appear tame but don't go near it. Teach children NEVER to handle unfamiliar animals – even if they appear friendly.
- * If you see a wild animal acting strangely, report it to the city or county animal control department.

In addition to vaccinating your pets, horses and livestock, follow these precautions to prevent exposure to rabies:

- * Protect your home from wildlife. Close holes around the foundation of your house; cover window sills; screen chimneys and vents; and seal cracks and holes larger than 1/4 inch in diameter. Remove debris on your property that could provide nesting areas for wildlife.
- * Maintain control of your pets. Keep your cat indoors or attach a bell to its collar to discourage it from hunting.
- * Keep your dog under direct supervision. Do not allow your dog to run off-leash in parks or wilderness areas.
- * Spay or neuter your pets. This will reduce the number of unwanted or stray animals in your community.

Don't Procrastinate!



Additional Resources:

<http://rabiesalliance.org/rabies>
www.worldrabiesday.org
www.colorado.gov/cdphe/rabies

I ALL MY ANIMALS AGAINST RABIES

I, the BUYER, in signing below have read the information given to me by the SELLER, the read on RABIES PREVENTION information, included in this contract.

The Dog/Puppy identified on this contract

_____ Is NOT vaccinated for RABIES

_____ Is vaccinated for RABIES

SELLER _____ date _____

BUYER _____ date _____