

# *REDGATE MASTIFFS*

## SHOW DOG SALES AGREEMENT

Breed: Mastiff

Color: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Sex: Male / Female

Registered Name: \_\_\_\_\_

AKC #: \_\_\_\_\_

Microchip #: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

### PRICE:

For the (syndicated / unsyndicated) price of \_\_\_\_\_ dollars Paid in full or check # \_\_\_\_\_

Plus \_\_\_\_\_ first pick puppy/ puppies out of the above mentioned bitch Show Dog.

Plus \_\_\_\_\_ successful breeding/breedings to the above mentioned male Show Dog.

OR \_\_\_\_\_  
\_\_\_\_\_

On this day of \_\_\_\_\_ Dana Moeller, dba Redgate Mastiffs, hereafter referred to as the Breeder, agrees to sell ownership of and full physical possession rights to the above named dog, hereafter referred to as the Show Dog, with the terms and conditions listed below to

\_\_\_\_\_, hereafter referred to as the Buyer, for the duration of this contract.

\_\_\_\_\_

\_\_\_\_\_

### POSSESSION:

The Show Dog shall be registered with the American Kennel Club to Dana Moeller and buyers.

Redgate will appear as the first part of the Show Dogs name with the Breeders permission. The Buyer is to retain full possession rights and assume full responsibilities and liabilities for the Show Dog, unless the Show Dog is in the sole possession of the Breeder. The Breeder is to be permitted temporary possession of the Show Dog at her request for the purpose of breeding, exhibiting and medical examinations or other purposes deemed necessary by the Breeder, arrangements will always be made in advance. Neither party to this contract may sell or, in any other way, transfer ownership or possession of the Show Dog without written consent of the other parties. Each party to this contractual agreement will have the first right of denial in any change of ownership throughout the life of the Show Dog. Each party to this contract also agrees to defend and hold harmless the other parties in the event of any lawsuit brought because of the actions of the Show Dog while in the sole possession of that party. The Buyer is to keep the Breeder apprised of the Buyers current address and any changes of address must be reported in writing within 30 days of said change.

### CARE AND CONDITION:

The Buyer has the sole responsibility for properly feeding and nutritioning a developing and functioning Show Dog. To the best of his/her ability, the Buyer will provide for a safe and healthy environment. He/she will never knowingly nor through neglect, place the Show Dog in harms way. The Buyer will also, to the best of his/her ability, keep the Show Dog in proper health and condition for show ring competition. The buyer will provide a

fenced yard to prevent the Show Dog from running the streets. The Buyer will provide the care of a qualified veterinarian in the case of illness or injury, and for preventative health care. The Buyer will provide shelter and shade from the weather, both in winter and in the summer. Buyer will provide plenty of kind attention, clean water and allow this dog to be a companion in your home and not make this dog live outside. The Buyer will at NO TIME allow the Show Dog to ride outside of a travel crate, while in or on the bed of a pick up truck or any other open vehicle.

#### SHOWING:

The Buyer agrees to allow the Breeder to exhibit the Show Dog.

In the event that the Show Dog reaches maturity, a time mutually agreed upon by both parties, approximately two years of age, and is not of sufficient quality to reach it's AKC conformation championship title, providing every attempt to train, groom and actively show it has been made.

Option 1: Buyer agrees to immediately spay/ neuter the Show Dog and keep it as a pet. If Show Dog is syndicated, breeder will sign ownership over to buyer and they will become sole owners of this dog.

Option 2: Buyer agrees to return the Show Dog to breeder for placement.

In either case the Breeder will replace the Show Dog with a new puppy of equal value and greater show potential, as soon as, one becomes available.

#### BREEDING:

All owners will certify the Show Dog to be free from any genetic hip, elbow, thyroid, vWd or eye defects or any inheritable diseases and will require any animals bred to the Show Dog to be so certified.

Breeding of this Show Dog will occur only, under the following terms.

- \*Show Dog must first maintain the quality that was anticipated upon date of purchase.
- \*Show Dog must be shown actively.
- \*Show Dog must be xrayed for hip and elbow dysplasia and receive an OFA clearance of fair or better.
- \*Show Dog must be in good health, free from worms and up to date on all vaccinations.
- \*If Show Dog is a bitch she must be at least 22 months of age or have reached her third season.
- \*Breeder insists that Show Dog and any prospective mate must have a current brucellosis test.

Certifications shall be maintained through the OFA with copies to all parties. Both Breeder and owners will have joint approval as to type, temperament, soundness, pedigree and health of animals to be bred to the Show Dog. Both parties will maintain full and complete records regarding any and all male Show Dog breedings or subsequent bitch Show Dog offspring produced by the Show Dog.

\* This is mandated threw the AKC, proper record keeping is essential.

#### EXPENSES:

All ordinary expenses for the daily existence and well being of the Show Dog will be paid by the Buyer, to include; general care, medical expenses, general training and expenses seen below :

- a. The cost of hip and elbow x-rays for both the preliminary (1 year) and permanent (2year) OFA certification.
- b. The cost of annual eye examinations and CERF registration.
- c. Vwd and thyroid screening blood tests.

\* Breeder agrees to handle dog free of charge. (Arrangements will always be made in advance.)

**SYNDICATION PROVISIONS:**

**STUD RIGHTS:**

If Show Dog is male, any bitch that meets the requirements of the Breeding section of the agreement and is owned or co-owned by either party may be bred to the Show Dog with no remuneration to either party.

**DISTRIBUTION OF REVENUES:**

If Show Dog is male and the ownership is syndicated, the revenues, if any are earned, shall be distributed equally between the Breeder and Buyers. The rate of stud fee shall be set and firm on all approved breedings unless agreed to in writing by all parties to this contract. The stud fee shall be mutually set after the Stud/Show Dog has passed soundness tests and amended accordingly in writing between the parties.

**BITCH RIGHTS:**

If Show Dog is a bitch, Breeder and Buyers are to agree on the stud dog. Stud fees are to be split equally between Breeder and Buyers.

**DISTRIBUTION OF PUPPY REVENUES:**

If Show Dog is a bitch and the ownership is syndicated, the puppy revenues, if any are earned, shall be distributed Between the Breeder and Buyers. The percentile of puppies and or cash settlement to be decided when the stud is chosen.

**ADDITIONAL CONSIDERATIONS:**

All attempts to contribute to the campaign of the Show Dog to its AKC conformation championship title will be made by the Buyer. Buyers will be responsible for their own lodging expenses if they travel to shows.

\*\*\*\*\*

Once this Show Dog has achieved it's AKC conformation championship title and/or breeding provisions have been fulfilled the buyers will be the sole owner of this Show Dog.

\*\*\*\*\*

If the Show Dog is a male, the breeder retains breeding rights for the life of the animal. Breeder will offer Buyers 1 first pick puppy out of each Redgate breeding or the cash value of the puppy (Buyer option) , unless this breeding results in only one puppy.

Adequate means to make this choice will be provided to the Buyers. This pick puppy will carry the name Redgate with no strings attached. Buyers will be the sole owners of this puppy.

All resulting offspring of this Show Dog will be sold with contracts, be they show/breeding contracts or pet/spay/neuter contracts. No puppies will be sold or offered for sale at any pet store, commercial kennel, "puppy parade", "puppy flea markets", or similar puppy mill outlets.

Buyers agree to socialize and practice exercises given to them by breeder and attend training classes in order to bring the Show Dog to his full show potential.

Buyers agree, if at all possible, to bathe and transport Show Dog for ringside pickup at local shows if Breeder is going to exhibit Show Dog for Buyers.

Under no circumstances what so ever can this dog be spayed/neutered without the Breeders signed consent. Breeder has the option of refunding Buyers their purchase price rather than agreeing to the spay/neuter. Buyers failure to inform Breeder of a spay/neuter will be subject to damages 3 times the purchase price of this dog.

**GENERAL HEALTH GUARANTEE:**

This Show Dog has been kept current on health care and shots, this now becomes Buyers responsibility. It is recommended that Buyers, at their own expense, have the Show Dog examined by a veterinarian within 3 working days. A full refund will be given for any Show Dog found to be unsatisfactory after veterinary exam during that time period.

Buyer agrees to have the Show Dogs hips xrayed when it becomes two years of age and have them OFA certified. If above mentioned Show Dogs hips fail to receive a rating of fair or better Breeder agrees to replace the Show dog with one of equal value, as soon as, one becomes available. Buyer agrees, in this situation, to have the original Show Dog spayed or neutered immediately and may either keep it as a pet or return it to the Breeder for placement.

\*\*\*\*\*

In the event that you, the buyer, can no loner keep this Show Dog, the Breeder will purchase the Show Dog back at the original purchase price. Breeder will make every effort to place this Show Dog in a suitable home.

\*\*\*\*\*

If you can no longer keep the Show Dog at your home, the Show Dog will be returned to the Breeder to foster until a suitable home can be found. If resold any cost Breeder incurs will be deducted from the selling price (feed, vet bills, shots, advertising, etc.) the balance then forwarded to you the Buyer. Buyer understands that under no circumstances will this Show Dog be turned over to an animal shelter of any kind. Nor will it be put in a home where such placement is possible.

**BREEDER DOES NOT WANT THIS SHOW DOG IN AN UNSUITABLE HOME, IN AN ANIMAL SHELTER, OR MISTREATED. WE OFFER THIS SERVICE TO YOU AND FULLY EXPECT YOU TO HONOR IT IF THE NEED ARISES.**

\*\*\*\*\*

**FORFEITURE:**

The Buyer agrees that any willful or flagrant violation of the articles of this agreement may result, at the sole and absolute discretion of the breeder, in the forfeiture of ownership and possession rights of the dog, and all claims on the Show Dog by the Buyer, without refund of monies paid.

**SCOPE AND AMENDMENTS:**

This contract embodies the entire agreement between the parties hereto, and supersedes any and all other agreements between the parties in connection with the syndication of the Show Dog described herein. This agreement may be amended at any time by the consent and signature of all parties in writing, provided that the written document so states that the purpose of the document is to amend this agreement.

This agreement is hereby entered into and wholly executed in the State of Colorado and litigation arising from any possible breach of this agreement shall be adjudicated in the County of Weld in the State of Colorado, under Colorado law. All parties hereby submit themselves to the jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

ACCEPTANCE:

By signature below, the Breeder and the Buyers affirm that they have read all SIX pages and understand this agreement and will abide by the articles of this agreement.

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

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

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