

**CONTRACT AND BILL OF SALE  
SHOW OR BREEDING POTENTIAL DOG**

<b>Seller:</b>  <b>Jeanne Rylatt</b> <b>DeSagres Black Russian Terriers</b> <b>990 Everett Street</b> <b>Lakewood, CO 80215</b> <b>720-934-8183</b> <a href="mailto:desagresbrts@comcast.net">desagresbrts@comcast.net</a>	<b>Buyer:</b>  <b>Name:</b>  <b>Address:</b>  <b>State:</b> <b>Zip:</b>  <b>Phone:</b>
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Purchase Price: \$2,500.00                      Breed: **Black Russian Terrier** Male\_\_\_ Female\_\_\_

Date of Sale: \_\_\_\_\_ Color: Black Date of Birth: 02/22/2010 Litter Reg. # Pending

Sire: Ch Black Star A-Petrovich                      AKC Reg. # WR-06806401

Dam: Ch Nasha Charovintsa Iz Russkoi Dinastii AKC Reg. # WS21820801

This puppy will be registered with the AKC as: DeSagres

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The buyer(s) shall agree that the laws governing the State of Colorado shall be used to settle any disputes. Should any court of competent jurisdiction or any legislation in the state where this puppy shall reside clause any individual clause of this contract to become null and void, the entire Agreement, nonetheless is NOT null and void and all other provisions shall remain in effect.

The sale of the puppy named above is subject to the following conditions:

1. Seller warrants that on the date of sale above, the dog appears to be free from any communicable diseases, is in apparent good health, and is free from apparent wounds or injuries except as noted herein. Buyer may have the dog examined by a veterinarian, at the buyer's expense, within 5 days from the date of sale or delivery of the puppy, whichever is later. Should the veterinarian certify in writing that the dog is ill or unsound, Buyer may elect to return the dog for a full refund of the purchase price, less any shipping expenses, upon return of the dog.
2. If within 14 days following the date of purchase, this dog does not meet with the buyer's approval, the seller will refund to the buyer all monies paid to date, less any shipping expenses, upon the return of said dog to seller. Injury, destruction, or loss of this dog due to theft or negligence will not, at any time, entitle the buyer to any compensation whatsoever.
3. Buyer agrees that the dog will live indoors and will never be permitted to roam free.
4. Buyer agrees to notify the Seller if s/he at any time wishes to give away, sell or euthanize this dog. Seller retains the first option to the dog at no more than 1/2 the purchase price if the dog is over 1 year of age and provided the registration papers are returned to the Seller. If the dog is under 1 year of age, Seller shall have first option at no more than the full purchase price less any expenses incurred by the Seller in getting the dog to the Seller and provided the registration papers are returned to the Seller.
5. Buyer shall notify Seller of any change of address, phone number or e-mail address in a timely fashion.
6. Buyer agrees to attend a puppy class (puppy kindergarten or puppy socialization) and at least one obedience class after the puppy class, conducted by a qualified individual or organization.
7. Buyer accepts full responsibility for proper care of said dog once it leaves the breeder. This includes, but is not limited to:

- a. Maintaining the dog on a proper diet at a weight sensible for its size and age.
  - b. Giving regular care to coat, nails, ears, teeth, etc.
  - c. Taking him/her to a competent veterinarian when necessary and keeping current on all inoculations, heartworm medication, and free from any parasites.
8. Since this dog has show/competition potential, it is agreed that this dog shall be properly trained and maintained in good condition. Seller shall offer assistance in showing and other competitive events and will be available for questions. Buyer shall maintain contact with Seller in order to assess the development of the dog.
  9. Buyer agrees not to breed the dog: a) before two (2) years of age; b) until it has been certified clear of hip and elbow dysplasia by the Orthopedic Foundation for Animals; c) until it has been certified clear of heritable eye diseases (CERF); d) until it is major pointed and/or has competition titles; e) if it has any disqualifying faults according to the AKC standard for the breed.
  10. Buyer shall have an evaluation of the dog's hips performed by the Orthopedic Foundation for Animals (OFA) between the dog's second and third birthday and shall forward a copy of the evaluation to the Seller promptly. Should the dog receive an OFA rating of "Borderline", Buyer shall consult with the Seller on the advisability of using this dog in a breeding program. In the event that the dog shall be ineligible for an OFA registry number, the Buyer agrees to have the dog spayed/neutered. Seller will reimburse up to \$75 toward the cost of spaying/neutering when presented with proof thereof and a copy of the veterinary bill.
  11. Buyer shall have an evaluation of the dog's eyes performed by a certified ophthalmologist before the dog is used for breeding purposes. If the evaluation reveals a congenital defect, the dog shall be spayed/neutered and not used for breeding. Seller will reimburse \$75 of the cost of spaying/neutering when presented with proof thereof and a copy of the veterinary bill.
  12. Buyer shall inform Seller of any pending breedings of this dog.
  13. If neglect or abuse of this animal is suspected, Seller, or their agent, may at any time visit Buyer unannounced to inspect the premises where this animal is kept. If Buyer is ever convicted of neglect or abuse charges involving this or any other animal on the Buyer's premises, the above named puppy will be returned to the Seller with no compensation to the Buyer of any kind.

**It is agreed and understood that this puppy, nor any puppies produced by this puppy, will not be resold to any pet shop, dog farm, wholesaler, or agent for the same for any reason whatsoever. It is also agreed that any such sale is considered damaging to the Stud dog, Dam, and the Seller's reputations and damages may result.**

It is further understood that no warranty or representation has been made with respect to said puppy except as set forth in writing in this agreement. Buyer assumes all responsibility for this puppy upon leaving the Seller's premises. All guarantees are void in the presence of neglect or abuse. This Agreement is binding upon Buyer, Seller and their heirs, and agents. This Agreement is made for the mutual benefit and protection of the Buyer and Seller, and for the protection of named dog. This Agreement shall be construed and applied according to the laws of the State of Colorado.

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Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secondary Buyer's Signature (if any)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date