

# ValTer Danes

[WWW.Valterdanes.com](http://WWW.Valterdanes.com)

386-837-3221

## PURCHASE AGREEMENT

*(this is a legally binding contract-see legal advice if you do not understand any portion herein)*

**THIS PURCHASE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ValTer Danes & Coquina (BREEDER)** AND

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### **(PURCHASER)**

regarding the sale of the following dog as a \_\_\_\_\_

AKC Registered Name: **Valter-Coquina** \_\_\_\_\_

AKC NO: \_\_\_\_\_

Sire **Ch Elan Krisda Dixie Magic of Raintree WS07034903** \_\_\_\_\_

Dam **Ch Blue Ridge Latte Trouble VTD & CR WS39540801** \_\_\_\_\_

### **TERMS OF SALE:**

The above-referenced dog is being sold to the purchaser(s) under the following terms and conditions. **THE PURCHASE PRICES STATED BELOW ARE NON-REFUNDABLE** (see below warranties for exceptions):

#### **LIMITED REGISTRATION WITH COMPANION QUALITY WARRANTY: \$ \_\_\_\_\_.**

This dog is being sold with an **AKC LIMITED REGISTRATION**. This means that the AKC can not register any progeny from this dog. This dog can not be shown in AKC conformation events, but can be shown in AKC non-conformation events (i.e. obedience, agility, tracking, etc.) This dog cannot be registered with any other registry, for example the Canine Kennel Club, etc. To do so will null and void this contract. This registration can be upgraded to a full AKC registration by the BREEDER in the event the said dog proves to be worthy of producing and/or being shown in conformation events. Breeder will process the upgrade upon the payment of \$\_\_\_\_\_ and an evaluation of the said dog. See below for warranties applying to all dogs. Dew-claw removal is included in the price of this puppy. Ear Cropping can be preformed by Breeder for an additional fee at Purchaser's option. Purchaser may also choose to have ears cropped by a reputable and experienced veterinarian at Purchaser's expense after pick up but before the puppy is 12 weeks of age.

#### **FULL REGISTRATION WITH SHOW/BREEDING QUALITY WARRANTY: \$ \_\_\_\_\_.**

This dog is being sold with an **AKC FULL REGISTRATION**, and by virtue of such registration, this dog is eligible to be shown in AKC conformation events and if bred, the progeny will be eligible for registration with the AKC. The parties hereto acknowledge that breeder has the right to protect their bloodline and dogs from unscrupulous breeding practices and, therefore, purchaser agrees to follow the BREEDING REQUIREMENTS set forth below. See below for the warranty applying to show/breeding quality dogs. Dew-claw removal is included in the price of this puppy. Ear Cropping can be preformed by Breeder for an additional fee at Purchaser's option. Purchaser may also choose to have ears cropped by a reputable and experienced veterinarian at Purchaser's expense after pick up but before the puppy is 12 weeks of age.

#### **WARRANTY APPLYING TO ALL DOGS:**

The health of the above-referenced dog is warranted against genetic diseases which by determination of a competent veterinarian would lead to the premature (before 2 years of age) authorization/death of the said dog. The health of the above-referenced dog is

also warranted against any immunized disease for which the breeder has obtained such immunization with the exception of parvo virus and heartworms. See exclusions for this warranty itemized below.

**WARRANTY APPLYING TO SHOW/BREEDING QUALITY DOGS ONLY:**

The above-referenced dog is warranted to be free of any disqualification faults as enumerated in the Great Dane Club of America breed standard, and is also warranted to be free of any genetic and/or breeding defects (i.e. hip dysphasia, bad bites, retained testicle, or failure of any of the required breeding tests enumerated in Item (4) of the following paragraph, etc.). Due to the fact that the success of a dog as a show dog is dependent on training, conditioning, environmental influences, and financial constraints, the parties hereto acknowledge that breeder cannot and does not make any promise, implied or otherwise, that the said dog will be competitive in AKC conformation events.

**BREEDING REQUIREMENTS FOR SHOW/BREEDING QUALITY DOGS:**

- (1) No bitch will be bred prior to the age of two years.
- (2) No bitch will be bred back to back meaning from one heat cycle to the next.
- (3) No male will be bred prior to the age of 18 months.
- (4) To only breed this puppy to Fawn or Brindle Great Danes
- (5) Before being bred, all breeding dogs (male or female) will be health tested in accordance with the guidelines set forth by the Great Dane Club of America, specifically: x-rays to clear the dogs of hip dysphasia, examination by veterinary ophthalmologist to clear the dog of any inherited eye disorders; blood draw for thyroid function evaluation using OFA guidelines; and examination by veterinary cardiologist to clear the dog of any inherited heart defects.
- (6) All breeding partners of the said dog will also be in compliance with Item (4) above.
- (7) No bitch will be allowed to whelp more than three litters during her lifetime and will not be bred after the age of six. If the bitch undergoes a c-section for delivery she will be allowed to whelp no more than two litters in her lifetime.
- (8) Any progeny resulting from a breeding of this dog will not be sold to any broker, pet store, or puppy mill (puppy mill is defined for the purposes of this contract as any breeder who maintains and breeds more than two different breeds of dogs).

NOTE: any revisions or amendments to this paragraph will be solely at the discretion of the Breeder  
**ANY VIOLATIONS OF THIS PARAGRAPH WILL RESULT IN A LIQUIDATED DAMAGES \$2000.00 PER PUPPY PRODUCED BY THIS DOG PAID BY THE PURCHASER TO THE BREEDER.**

**EXCLUSIONS FROM WARRANTY:**

This warranty will be null and void in the following instances:

- (1) For a period of two weeks following any immunizations.
- (2) If you board your dog in a public boarding facility prior to the age of six months.
- (3) For any nutrition related disorders (i.e. OCD, HOD, panosteitis, etc. –see care information attached hereto).
- (4) Bloat in dogs over eighteen months of age.
- (5) Death caused by heart disease in dogs over four years of age.
- (6) Hypothyroidism and any related disorders.
- (7) Temperament
- (8) If you spay or neuter your dog prior to the age of maturity (in females – first season, in males – fourteen months of age).
- (9) Death by virtue of any surgery or accident.

**TERMS OF REPLACEMENT:**

In the event that euthanization of the above-referenced dog is deemed to be in the best interest of the animal by a competent veterinarian because of the development of a disease **NOT including parvo virus, heartworms, or any nutrition related disease as specified above in the warranty, or by virtue of an accident or any of the items listed in the paragraph entitled “Exclusions from Warranty”,** the said dog will be replaced by Breeder at no charge to Purchaser (Purchaser shall be responsible for ear crop fee for the replacement puppy), with a dog under the same terms and conditions as set forth herein, from either the same litter or from a subsequent breeding within one (1) year from the date of euthanization/death. Proof of euthanization or death and cause of death must be certified by a veterinarian and provided to Breeder. All veterinarian costs associated therein shall be the sole responsibility of the Purchaser. No refund or replacement will be given in any case where a veterinarian determines that physical inattention, poor husbandry or lack of appropriate veterinary care contributed significantly to the problem for which the refund/replacement is being sought. **IN THE EVENT A DOG IS NOT REPLACED WITHIN THE TIME PERIOD AS SPECIFIED ABOVE, PURCHASER SHALL BE ENTITLED TO A REFUND OF THE FULL PURCHASE PRICE OF THE ABOVE – REFERENCED DOG.**

If the above dog is being sold under a show/breeding warranty, and the said dog develops either a breeding defect or a disqualification fault as enumerated in the Great Dane standard, or fails any of the health testing required in Item (4) of the paragraph entitled Breeding Requirement for Show/Breeding Quality Dogs, the Purchaser shall have the option of retaining ownership of the said dog and upon furnishing proof of spay/neuter of the said dog to Breeder, Breeder shall (1) replace the dog with a dog under the same terms and conditions as the initial purchase at no additional cost to Purchaser (Purchaser shall be responsible for ear crop fee for the replacement puppy), or (2) refund the sum of \$\_\_\_\_\_ representing the difference in purchase price between a show/breeding warranty and a companion quality warranty. In the event that Purchaser is not ready for a replacement dog and anticipates being ready for the replacement after one year has elapsed from the conditions set forth in this paragraph becoming apparent, then in accordance with Florida law, the said replacement offer and terms thereof shall be reduced to a written agreement between the parties.

**PURCHASER(S) RESPONSIBILITY:**

Purchaser acknowledges herein responsibility for:

- (1) Maintaining the said dog as a member of your family in a healthy and clean environment for the dog's lifetime.
  - a. Puppy shall be housed indoors as a part of the family. Never shall the puppy be found or known to be tied, chained or staked outside
  - b. To never leave this puppy alone for more than 8 hours
  - c. Puppy will have access to fresh clean water at all times
- (2) Making sure that when your dog is outside or away from your family home, that he/she is always confined to a secure area, or under your complete control, insuring that the dog cannot harm himself or pose a threat or nuisance to others. Purchaser understands that chaining the dog is not considered confinement. Purchaser shall hold the Breeder harmless from any and all liabilities or causes of action that may result from any acts of the said dog.
  - a. Provide proper exercise and play time in a confined area or fenced in yard. Never will the dog be allowed to roam free. Invisible fences are acceptable
- (3) Providing any and all appropriate nutritional, medical and/or professional care that is necessary for maintaining the health and welfare, both physical and emotional needs, of the said dog.
  - a. Puppy shall never have puppy food. Large and Giant breed puppy food are also NOT acceptable
  - b. Puppy shall receive quality adult kibble @ 23%-25% protein
  - c. To feed this puppy twice a day for life. Purchaser strongly advise to feed at puppy's shoulder level for comfort level of the pup
  - d. To never give this puppy calcium or other supplements to aid growth other than advised by a veterinarian
  - e. To socialize this puppy with obedience classes and trips to Petsmart or like locations
  - f. To not give said puppy a rabies shot before 6 months of age
- (4) Keeping Breeder informed of the whereabouts of the said dog in the event purchaser moves, must be done within 2 weeks.
- (5) All notices under the terms of this agreement if contact made by telephone, must also be followed up in writing to Breeder (i.e. by e-mail or US mail).
- (6) Contacting Breeder immediately in the event of any illness or death of the said dog. (As referred to in (6) of Purchasers Responsibility.

**IN THE EVENT BREEDER BECOMES AWARE OF THE FACT THAT THE SAID DOG IS BEING KEPT IN AN UNSAFE, UNHEALTHY OR ABUSIVE ENVIRONMENT, THE PARTIES HERETO ACKNOWLEDGE THAT BREEDER HAS THE RIGHT TO REPOSSESS THE SAID DOG. PURCHASER WILL SURRENDER THE DOG TO BREEDER ALONG WITH THE SAID DOG'S AKC REGISTRATION PAPERS SIGNED OVER TO BREEDER AND HEALTH RECORDS. PURCHASER ACKNOWLEDGES THAT THEY WILL NOT BE REIMBURSED FOR ANY PORTION OF THE PURCHASE PRICE OF THE SAID DOG.**

**PLACEMENT OF THE DOG WITH THIRD PARTIES:**

**UNDER NO CIRCUMSTANCES IS THE SAID DOG TO BE SOLD, GIVEN, WILLED, PLACED, OR OTHERWISE TRANSFERRED TO ANYONE NOT A PARTY TO THIS CONTRACT WITHOUT THE EXPRESS PERMISSION OF THE BREEDER.** In the event such a transfer occurs without the said permission of the Breeder, and the Breeder determines that the dog has been place in an unfit environment, **PURCHASER SHALL BE HELD RESPONSIBLE FOR ANY ATTORNEY FEES, COURT COSTS AND OTHER EXPENSES (NOT LIMITED TO RESCUE, VETERINARY AND BOARDING FEES) INCURRED BY BREEDER IN THE RECOVERY OF THE SAID DOG.**

**RETURN OF DOG TO BREEDER:**

If due to circumstances beyond the control of Purchaser, the said dog must be given up by Purchaser, then the Purchaser shall **IMMEDIATELY** return the said dog to Breeder. **THERE WILL BE NO REFUND OF THE PURCHASE PRICE OF THE SAID DOG.** In addition, the Purchaser SHALL return the dog's AKC registration papers signed over to Breeder, along with the dog's current health record AND funds in the amount of \$300.00 payable to Breeder to cover Breeder's future veterinary and placement costs attributable to the said dog.

**JURISDICTION FOR ANY CAUSES OF ACTION AND LIQUIDATED DAMAGES:**

The parties hereto agree that this contract is to be interpreted under the laws of the State of Florida. If any of the provisions contained herein are found to be invalid or unenforceable under Florida law, the remainder of the agreement shall continue to be in full force and effect. Any causes of action sought by either party to this contract due to a violation of same shall be filed and heard in the COURT OF VOLUSIA COUNTY, FLORIDA. The parties hereto agree that all causes of action hereunder by purchaser shall be limited to LIQUIDATED DAMAGES in the amount of the purchase price herein with the exception of the sum called for in the paragraph entitled Breeding Requirements for Show/Breeding Quality Dogs. Each party waves the right to trial by jury for all actions arising hereunder.

By signature hereto, Purchaser acknowledges receipt of a copy of the Purchase Agreement, information package, including feeding schedule and vaccine schedule with vaccine notice attached, AKC registration and pedigree.

\_\_\_\_\_  
**PURCHASER (S) NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

\_\_\_\_\_  
**Email:** \_\_\_\_\_

\_\_\_\_\_  
**PURCHASERS WITNESS:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(WITNESS – only required if not executed by both parties in person)

\_\_\_\_\_  
**BREEDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_