

Texas Outback Kennels

Alapaha Puppy/ Dog Adoption Contract

This contract is between **Texas Outback Kennels** (name of breeder), hereinafter referred to as SELLER and

hereinafter referred to as BUYER(s).

Address of Buyer:

Phone _____

Email _____

Seller agrees to sell Buyer a puppy to born on or around _____

Sire: _____ Dam: _____

For the sum of \$ _____ US Dollars

Breed Quality – check one

Pet Quality

Breed Quality

TOK's BEST TO BEST GUARANTEE:

Texas Outback Kennels has a 100% free replacement guarantee on all puppies. If you purchase a puppy from TOK and it grows up and does not meet the ABBA Standards we will replace that puppy. You must return the original purchased puppy to TOK. You will be responsible for all shipping cost associated with returning and replacement of the puppy. This Guarantee is good for 2 years from the date of this contact.

Buyer Agrees to:

- 1) Send a minimum non-refundable deposit of \$500.00 to Texas Outback Kennels to secure a puppy. The balance of the purchase price due on or before the date that the puppy reaches 6 weeks of age. The Buyer must take possession of the puppy at 8 weeks unless otherwise stated by the Seller.
 - a) If the buyer selects a puppy and then for any reason changes his mind or cannot take possession of said puppy, he forfeits his deposit.
 - b) If the buyers puts a deposit on a puppy from a particular litter and does not choose or want a pup from that Litter, the buyer's deposit will go on the next available litter. If a buyer places a deposit on a breeding and the breeding is unsuccessful, the deposited amount will go toward the next available breeding of same quality.
 - c) The buyer is responsible for all delivery charges relating to taking possession of the puppy, including but not limited to Shipping and Crate Fees. These fees are not included in the purchase price.
- The Seller Will provide a puppy in excellent health and will administer first shots along with worming before shipping or the pick-up of the puppy.
- 2) If the Buyer for any reason is unable to care for the animal , the Breeder must be notified and given first Opportunity to purchase the animal at or below the initial purchase price.
- 3) If the Buyer is found guilty of violations of Animal Welfare or Animal Abuse Laws, ownership of the animal will revert back to the Breeder without any refund of money.
- 4) The Buyer agrees to retain the original registered name of the animal.
- 5) Buyer agrees to never sell the animal or any progeny of the animal to any Pet Store, Pet Farm, or similar Puppy Sales Institution.
- 6) The Purchaser is solely responsible for the behavior of the animal after purchase. The Breeder retains no responsibility for the animal's actions.
- 7) If the purchaser uses the animal for the purpose of dog fighting , ownership of the animal will revert to the Breeder without refund of any money.
- 8) All Dogs produced or sold by Texas Outback Kennels will carry the TOK prefix before any other name on their registration papers. We also

reserve the right to advertise pictures and /or video footage of any dog sold or bred by us.

9) This contract is valid only for the original buyer and dog. The contract is non-transferable.

10) The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition, which consists of a good quality professional feed given at regular intervals, and fresh water available at all times. The Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision. The Seller strongly recommends that the puppy/dog be micro-chipped in order to facilitate his return if lost or stolen.

11) The Seller guarantees this puppy/dog to be of sound health and temperament at the time of this sale.

A health record of all shots and/or worming will be provided by the Seller at time of buyer taking possession of said puppy.

The Buyer agrees to take this dog to a licensed veterinarian of their choice within 48 hours of possession, for a physical examination. Should puppy/dog be determined to be in ill health, the cause of which the Seller is clearly to blame, the dog may, upon a signed written diagnosis from said licensed veterinarian, be returned (at the Buyer's sole expense) for a replacement puppy of equal or greater value. No refund will be given. The Seller assumes absolutely no responsibility for fees associated with caring for the puppy/dog. No other guarantees are given.

12) If at any time the Buyer can no longer retain possession of this dog, the Seller is to be notified and given first option of resuming full ownership of dog in order for the Seller to locate this dog a new home. Refunds, if any, will be at the discretion of the Breeder/ Seller. The dog will be returned with all ABBA papers and medical records. Should any circumstances arise that affect the quality of life of the dog, the breeder/seller is to be informed so that they may participate in determining the future of the dog. The Breeder/ Seller reserves the right to approve/prohibit any transfer of this animal to a third party. Under no circumstances will this dog be sold, leased, traded or given away to any pet shop, research laboratory, animal shelter or similar facility.

13) The Buyer agrees to contact the Seller immediately if any questions or concerns arise about the dog, such as housing, diet, or health. The buyer agrees to keep the seller informed of any treatment as it occurs.

This provides the Breeder/Seller with an opportunity to follow up on puppies and gives us important feedback and information on the health of our dogs for future generations.

14) Registration papers will be provided to the Buyer immediately upon receipt from ABBA once processed.

All animals owned by **Texas Outback Kennels** are **ABBA Registered, DNA Tested and of Show Quality unless otherwise stated above.**

Therefore, the Buyer agrees to register the dog using the kennel prefix name of TOK's.

At seller's choice, the seller may choose to retain all breeding rights. If seller chooses to retain all breeding rights, an addendum will be added to this contract.

The preceding paragraphs contain conditions established by the Seller to ensure the wellbeing of the puppy/dog. The Buyer's agreements will continue for the duration of the dog's life and the Seller will have the right to enforce the agreements.

Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Texas and where applicable, by federal law. YOU ACKNOWLEDGE THAT THIS AGREEMENT HAS BEEN MADE AND ACCEPTED BY YOU AND YOUR SIGNATURE. ACCORDINGLY, YOU AGREE THAT THIS AGREEMENT AND ALL MATTERS OR ISSUES ARISING OUT OF OR RELATING TO YOUR BLOCKBUSTER EMPLOYMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. ANY DISPUTE OR ENFORCE THIS AGREEMENT WILL BE BROUGHT SOLELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE CITY OF DALLAS.

Agreed to this date _____

Seller Signature: _____

Printed Name _____

Buyer Signature: _____

Printed Name_____

