

The Kings of St. Francis

Ted & Jennifer Upham
4216 Bridlecreek Drive
Acworth, GA 30101
(404) 429-4012

PURCHASE AGREEMENT

Date _____

A deposit in the amount of \$_____ was received from _____ (purchaser).

The full purchase price is \$_____ for a () male () female puppy from:

Echo of The Kings of St. Francis
Dam



Chief of The Kings of St. Francis
Sire



I enter into and agree to the terms and conditions as set forth by this contract. No guarantees of any type are offered or implied unless specifically stated in writing by this contract.

This puppy is sold () **LIMITED** as a pet, with the understanding that this pet will not be a breeding dog. This pet will be altered, females by one year of age and males by two years of age. Proof shall be sent to the breeder that has been provided from a licensed veterinarian before papers are issued.

This puppy/dog is sold () **OUTRIGHT**. Dog will be bred only upon approval of The Kings of St. Francis, and to a registered King Shepherd.

This puppy/dog is sold () **BREEDER'S TERMS** as a show/breeding prospect as follows:

Purchaser _____ Date _____

Deposits are fully refundable prior to purchase. No questions asked.
Purchase price is fully refundable up to 4 months of age with proof of good condition.

The puppy must be returned in good condition, along with a veterinarian's certificate of health issued no more than a week prior to returning. Any evidence of neglect, malnutrition or abuse will nullify this refund agreement. We do not give refunds beyond 4 months of age. The breeder has no control over this puppy's environment after acceptance from the breeder and therefore does not guarantee continued good health or temperament, after the periods of time stated above in writing.

HEALTH GUARANTEE -

HIP DYSPLASIA – The puppy / dog is **guaranteed to be free of lameness due to crippling hip dysplasia for 2 years**. This is not a guarantee of perfect hips radiographically, but a guarantee of functional soundness. Method used to examine hips should be the Penn Hip method (which can be done as early as 4 months), with results sent to the breeder. No other method will be accepted, unless stated and signed by the breeder. Penn Hip results must state severe or crippling dysplasia for breeder to replace puppy / dog.

This guarantee does not cover dysplasia due to injury, improper nutrition, or environmental conditions. **25% to 30% of a puppy having hip dysplasia is thought to be genetically related. That means 70% to 75% is the new owner's responsibility in the care of a puppy.**

In order for a pup to be replaced buyer, must do the following:

1. Provide proof that the puppy was fed a premium meat based food, i.e. Eukanuba Large Breed Puppy.
2. The puppy must have been kept at an ideal weight. Carrying extra weight plays a tremendous role in the puppy's skeletal development.
3. Puppy must not have been over exerted during the time of skeletal development (up to 18 months). **No jogging, hiking, running alongside a bike or horse, no jumping to catch ball or Frisbee. These limitations may sound extreme but King Shepherds are considered giant breed dogs and their skeletons are growing extremely fast so injuries can happen very easily.**
4. Diagnosis of severe / crippling hip dysplasia must be provided by a licensed veterinarian using a Penn Hip x-ray. The Penn Hip x-ray is the only method that the breeder will recognize for the evaluation of the pup's hips. X-ray must be mailed to Penn Hip for grading. A copy of the grade must be mailed to the breeder along with pup's registration papers and an explanation of buyer's intent regarding the pup. Communication must be kept open between buyer and breeder. If the buyer does not wish to keep the pup, he must be returned to the breeder at the buyer's expense. If the buyer wishes to keep the pup, he must have it spayed or neutered and provide a letter of verification from his licensed veterinarian to the breeder. All expenses for the above mentioned procedures are the sole responsibility of the buyer. After all the above procedures have been completed, the breeder will then proceed with puppy replacement. No money will be refunded. Any and all additional shipping charges are the sole responsibility of the buyer. The pup becomes the responsibility of the buyer at time of sale.

DEGENERATIVE MYELOPATHY – **Both dogs have parents that did not carry the gene for DM, so Echo and Chief are "clear by parentage."** Therefore, it should be nearly impossible for any of their offspring to develop DM.

THE SHOW / BREEDING PROSPECT GUARANTEE:

The breeder will refund the difference of pet price subtracted from the price that the purchaser paid for show / breeding prospect if the any of the following issues are encountered:

- 1) Monochidism (one testicle) or cryptorchidism (undescended testicles)
- 2) Unacceptable bite (i.e. undershot bite)
- 3) Penn Hip scores below 50th percentile. A written statement by a licensed veterinarian or a Penn Hip report regarding the hips, will then be reviewed by the breeder's veterinarian and must support any claim exercised by purchaser(s). Penn Hip must be performed before puppy turns 6 months of age.
- 4) Size is guaranteed to meet minimum height standard for the breed. The height at the highest point of the withers should be a minimum of 27 inches for dogs, and a minimum of 25 inches for bitches.

For example, if the purchaser paid \$2,500 for a show / breeding prospect quality animal and price of a pet quality animal is \$1,800, the purchaser will receive the amount of \$700 as a refund to satisfy the guarantee.

The breeder will not consent for the animal to be bred and proof of spay or neuter must be provided before refund is issued. Violation of this issue would make the purchaser(s) liable for up to \$8,000 in punitive damages.

The dog's registered name must include "The Kings of St. Francis". For example, The Kings of St. Francis' Sergeant or Sergeant of The Kings of St. Francis.

MISCELLANEOUS

In the event that the purchaser(s) decides at any time to part with the puppy/dog the breeder must be consulted and will have first option as to placement at no cost. If the purchaser(s) decides to sell the puppy/dog to an outside party, the new party shall receive the same terms of sale as the original purchaser(s) with the breeder. The purchaser(s) agrees to the breeder's repossession of the puppy/dog without refund if evidence is found that the puppy or dog is receiving inhumane treatment as defined by the purchaser(s) local and/or state laws and ordinances.

The Kings of St. Francis reserves the right to refuse replacement of any puppy or dog returned for temperament, hip problems or further guarantees caused by owner abuse or negligence.

The purchaser(s) agrees to abide by the guidelines that the breeder instructs in terms of the proper feeding, care and safekeeping of the puppy/dog from potential hazards. The breeder is not responsible for the puppy/dog if said puppy should become lost, stolen, or damaged. The purchaser(s) shall be responsible for all subsequent bills/fees after the date of delivery to the purchaser.

The breeder has the right to repossess said puppy/dog, if breeder agrees to accept a check for payment for said puppy/dog, and the check fails to clear the bank, is not good or "bounces". If this is the case, the purchaser will be liable to pay the breeder twice the purchase price of said puppy/dog, any subsequent fees that may arise when the dog is repossessed and further the breeder will contact the purchaser's local authorities to help with repossession and return of the puppy/dog back to the breeder.

The purchaser agrees to tell the breeder any new address change in the event that the purchaser moves from the address listed on this contract.

The breeder will not consent to this puppy/dog or its offspring being given or sold to any pet shop, puppy mill, or animal shelter.

Echo and Chief are registered with the American Rare Breed Association, ARBA. *Puppy registration & pedigree paperwork will be supplied to buyer after proof of spay/neuter is provided.* Puppies sold with breeding rights will get registration paperwork right away.

These Terms of Sale supersedes all others, either oral or in writing, between the parties with respect to said subject. Any modifications or change in these Terms of Sale must be in writing and agreed upon by both parties. If any portion of these Terms of Sale is declared invalid, any remaining portion shall remain in force and effect as if it had been executed with the invalid portion eliminated. It is agreed by the purchaser and breeder that these Terms of Sale shall be deemed to have been made ad performable in the County of Cobb, State of Georgia, and shall be governed by and resolved in accordance with the laws of the state of Georgia. In the event either purchaser or breeder shall bring any action in connection to these Terms of Sale, the prevailing party shall be entitled to recover, as part of such action, reasonable attorney fees. IN WITNESS WHEREOF, THE PARTIES have executed this agreement on the day and year first written in above section and at signatures.

The purchaser(s) may be liable to pay the full, outright sale amount of said puppy/dog \$ _____ if it is found that the purchasers cannot fulfill their terms of sale of this agreement through gross negligence on their part(s).

I hereby certify that I have read, fully understand and agree to all aspects of these terms of sale.

Signed: _____ Breeder Date: _____

Signed: _____ Purchaser Date: _____

Signed: _____ Purchaser Date: _____

Address: _____

Phone Number: _____ E-mail: _____

This contract is non-transferable.