

**FANTA C GIANT SCHNAUZER
PURCHASE AGREEMENT**

The following terms and conditions constitute a sale/purchase contract between:

BUYER : _____
Address _____
State and Zip _____
Home Phone _____
Email _____

SELLER : NANCY E. NIER
283 OLD FARM ROAD, BEDFORD, IN. 47421
812-279-2547
Email: nierprince@cs.com

FOR A GIANT SCHNAUZER PUPPY:

AKC# _____ AVID MICROCHIP # _____
SEX _____ Grade: Show _____ Pet _____ Price _____
Date of Birth _____ Date of sale _____ Cropped? _____
SIRE _____ AKC# _____
DAM _____ AKC# _____

1. It is agreed upon that buyer nor any other person shall use this dog for breeding till the requirements for breeding have been met, as stated in #5.
2. For the Pet Quality puppy, spay/neuter is agreed upon. Seller will remain co-owner of puppy until altering is done. Seller will sign off co-ownership upon receiving veterinary receipt stating spay/neuter. Registration status of pet quality giants will be marked "limited" on their AKC Registration applications.
3. Vaccinations for the show/breeding and pet giant will be given according to the current guidelines of the A.A.H.A. Rabies vaccine as required by state law. You may elect to use a kennel cough vaccine. Failure to follow the AAHA guidelines will cause the health guarantee to be void. Proof of minimal vaccinations will be required if replacement is requested.
4. For Show-Breeding quality, seller will remain co-owner until requirements for breeding have been met. If additional conditions have been stated on line #14, seller will remain co-owner until these additional conditions have been met. Seller will then sign off co-ownership and buyer will be sole owner of dog.

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5. **REQUIREMENTS FOR BREEDING:**
- A) The dog has an AKC Conformation Championship title, or AKC Obedience, Agility, Tracking, or Shutzhund Title.
 - B) The dog is certified by OFA to be free of Hip Dysplasia.
 - C) The dog is two years or older.
 - D) The kennel name FANTA C is at the beginning of the dogs registered name.
 - E) The dog was purchased as a show/breeding prospect and it remains free of serious or disqualifying faults.
6. For the show/breeding puppy: this puppy is guaranteed to earn its AKC Conformation title by the age of three if it has been trained, groomed and socialized correctly. The ears must be trained to stand correctly. If, despite the buyer's effort to show the dog, it fails to complete its title by the age of two and a half, seller will offer to show the dog for the buyer or recommend a professional handler. If Seller is showing the dog, expenses other than handling and grooming will be the responsibility of the buyer. Buyer will assume all expenses charged by a professional handler, if one is hired. If the dog fails to finish its AKC conformation title by the age of three, seller will offer a show/breeding quality replacement as soon as one is available with the same terms and conditions applying to the replacement. Replacement will be on the condition that original dog has been socialized and trained for conformation showing, that the ears are standing correctly, that the registered kennel name FANTA C is at the beginning of the dogs registered name, proof that the vaccination recommendations have been followed, and that the dog and registration are returned to seller at buyers expense.
7. If the buyer of a show/breeding or pet FANTA C GIANT SCHNAUZER breeds the dog without all breeding requirements having been met, seller has the right to file a penalty claim in small claims court for the amount of \$2,000 per violation. All Civil Court proceedings will take place in Lawrence County, Bedford, Indiana.
8. Buyer may take puppy to a veterinarian within 3 days of purchase. If the dog is found to be of unsatisfactory health and written documentation of the condition is presented, the seller shall refund 100% of the purchase price, provided dog and registration are returned to the seller.
9. This dog is guaranteed to be free of crippling/disabling genetically inherited defects to the age of three years. Determination that constitutes a hereditary crippling/disabling defect is to be made by the unanimous agreement of 2 veterinarians agreeable to both parties. Cost of the opinions is to be assumed by the buyer. The seller shall then replace the dog with the next available "like" prospect, provided the dog and registration are returned to seller and the A.A.H.A. RECOMMENDED VACCINATION GUIDELINES HAVE BEEN ADHERED TO. Health guarantee is VOID if dog is obese.

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10. If the buyer decides to sell the dog, or otherwise dispose of the dog after the time he receives full ownership, seller has the right to first refusal. Refusal to purchase must be made in writing by seller. Asking price will not be greater than the original purchase price. If co-ownership is still in force, buyer will return the dog and signed registration to seller for evaluation and future placement. Seller will train, groom and seek medical attention if needed, house and care for the dog until a suitable new home is found. When the dog is sold, buyer will receive all money, less the fair expenses for services rendered during re-homing process. If the buyer sells dog or otherwise disposes of dog without permission (sellers written refusal to purchase) the seller has the right to pursue in civil court a penalty fee of \$2,000. If there is an agreement to provide a choice puppy back or future stud service (as stated on line # 14) the amount pursued in civil court will increase \$2,000 for each item. All court proceedings will be filed in Lawrence County Civil Court, Bedford, Indiana.

11. Buyer agrees to feed a premium food formulated for puppies through 18 months of age. Several options that do not contain soy, wheat or corn are: Black Gold, Diamond Natural Corn Free Chicken, Kent Native level 1, 2 or 3, Eagle Holistic, and many more options if you do some research. If a premium puppy formula is not available in your area, a good substitute would be a premium adult food.

12. Buyer agrees to the following:

- A. Dog will be provided adequate exercise daily.
- B. Dog will be properly socialized with strangers.
- C. Dog will NEVER be surrendered to a humane society, animal shelter, or rescue organization. If this seems necessary, contact seller immediately.
- D. Dog will be kept on heartworm prevention.
- E. To provide adequate housing according to state law.
- F. This guarantee/sales agreement is not transferable.
- G. Buyer assumes all responsibility if the dog causes property damage or injures someone.

13. No other warranty or conditions expressed or implied are made under this contract except those stated as follows: _____

EXCLUSIONS FROM WARRANTY ARE DEFECTS IN EVIDENCE
AT TIME OF SALE.

DEFECTS PRESENT ARE _____

Signatures below represent that Buyer and seller agree to all the terms and conditions as stated in this contract.

SELLER _____ DATE _____

BUYER _____ DATE _____

FANTA C GIANT SCHNAUZER DEPOSIT AGREEMENT

SELLER: NANCY E. NIER
283 OLD FARM ROAD
BEDFORD, IN. 47421
812-279-2547, email: nierprince@cs.com

BUYER: _____

ADDRESS: _____

HOME PHONE: _____ CELL: _____

Email: _____

Deposit required: \$200.00 Check____ Credit Card____ Date Rcvd____

SHOW____ PET____ MALE____ FEMALE____ PRICE____

Preferred Coat Type: Medium____ American____ Ears Cropped: Yes___ No___

Preferred litter(s) for Consideration: _____

Payment for cropped puppy is due prior to shipping at approx. TEN weeks old.
Payment for uncropped puppy is due prior to shipping at approx. EIGHT wks.

Shipping and cost of crate will be paid prior to shipping. I do not ship any puppy C.O.D. Cost will be estimated, any difference in shipping will be settled following the flight.

In the event that your puppy request cannot be met in this litter, seller and buyer agree to continue the deposit contract for a puppy (as described above) from the next preferred litter.

SELLER _____ DATE _____

BUYER _____ DATE _____

Please jot some notes that will best describe the puppy you are seeking. For example: family companion, protection, jogging partner, SAR, tracking, agility, obedience, etc. Describe other pets in the household, who is dominant, their age, sex, etc. Thank you, this will help me while I am evaluating potential candidates.

