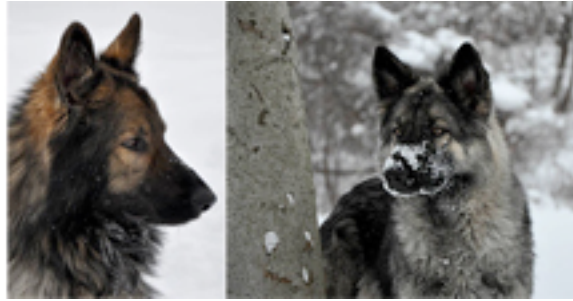


Highland Hills Shilohs



Gail Hamm
12002 Mckinstry Road
Yorkshire, NY 14173

Seller: _____ Buyer: _____
Address: _____ Address: _____
Phone: _____ Phone: _____
Date of Sale: _____ Drivers License: _____
Purchase Price: _____ SS# _____

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Breed: _____ Sex: _____
Color & Markings: _____
Date of Birth: _____ Place of Birth: _____
Litter Reg# _____
Sire: _____ Dam _____

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Agreement

The seller and Buyer agree to the following terms of this contract in its entirety. This animal is to be free of hereditary, crippling, and/or disabling defects visible by 36 months of age. Determination of what constitutes one of these defects is to be by the unanimous agreement of two (2) veterinarians, agreeable by both parties. One of these is to be a tenured faculty member of an accredited university teaching hospital or Board Certified in the applicable specialty. Cost of the opinions is to be assumed by the Buyer. A letter from all examining veterinarians is necessary, stating the date of the exam and complete diagnosis.

Initials: Buyer: _____ Seller: _____

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Sole Ownership: Seller is selling this dog outright to the buyer. Seller will provide Buyer with any and all registration papers upon completion of sale.

Initials: Buyer: _____ Seller: _____

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This puppy/dog is being sold and defined as one of the following: Breeding prospect: Is defined as a puppy/dog that has the potential to develop into a dog of sufficient merit so that, while it may not title, it will have no known genetic fault at the time of sale that would preclude breeding to a like or better dog. Bitches will not be bred prior to their 2nd heat cycle at 18 months with appropriate hip certification.

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1 This contract is legal and binding according to the laws of the State of New York.

General Terms

The seller certifies that upon delivery, the puppy/dog is in good health and has been immunized and wormed. It is required that the puppy be taken to the Buyer's veterinarian within 72 hours of taking possession of the dog/puppy. This agreement is made for the mutual benefit to protect all parties. The Seller states that under no circumstances will the Seller stand responsible after the 72-hour period or if any expenses are incurred in connection with the care of this puppy/dog through veterinary bills during the 72-hour period.

A registration certificate will be provided in a timely manner of payment in full unless other restrictions apply.

Buyer also agrees to the following:

1. Annual Veterinary checkups, including heartworm check; to keep all immunizations current;
2. To properly administer **once a month/day** heartworm preventative;
3. To feed only a quality Dog Food or BARF diet, and to maintain the animal at the proper weight throughout the life of the dog.
4. To provide adequate housing according to state law; to confine animal in a fenced yard or kennel run at least 4 feet wide, 6 feet high and 12 feet long.
5. Walk on a leash but not tied out on a rope and/or chain;
6. To provide proper grooming and cleanliness at all times. The dog must be kept free of parasites and nails must be trimmed back and must never reach a point beyond touching the floor in a normal standing position.

If the Buyer decides to sell or otherwise dispose of this dog for any reason, the dog and all signed registration papers must be returned to the Seller. The Seller will then either keep the dog or place the dog into a new home. Upon resale, and resale only of the above mentioned dog, the original Buyer will receive 50% of the funds from the resale price after all expenses are deducted.

Violation of ANY of the above terms, in the opinion of the Seller constitutes the return of this live animal and all signed registration papers to the Seller at no cost to the Seller. All court costs, if any, will be absorbed by the Buyer.

Initials: Buyer: _____ Seller: _____

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Breedings:

In the case of a bitch. The bitch will be bred to a mutually agreed upon mail for her litters. The Buyer will pay stud fee, all breeding costs and will whelp the litter and bear the expenses of raising the pups until eight to ten weeks of age. The Seller shall receive _____ puppies from her choice of the litters and will pick the puppy(s) between 8 and 10 weeks of age. Buyer always has the right to pick puppies unless otherwise agreed upon in writing. If there is a puppy back from the result of a stud service from the Sellers stud dog, this puppy is not included in the count of the puppies received from litters above. If a puppy back is the result of an outside stud service, prior to the bitch being sent to the stud dog, Seller must approve stud dog, stud contract and stud fee, prior to the breeding service being performed.

This dog must be evaluated by the Orthopedic Foundation for Animals OR Penn Hip and receive a passing certification to remain intact and/or compete in any type of Agility, Advance Obedience and/or Performance Events. Arrangements for the x-ray to be taken must be made when the dog reaches two years of age and you will be charged for all the fees. If a passing rating is not obtained, the dog WILL NOT be used for breeding or any Performance events and will be allowed to obtain only a Novice title in Obedience from either the AKC or UKC. There will be no jumping of this dog what-so-ever if the dog fails an OFA and the dog will be sterilized within two months of a failing evaluation after written permission is granted to the Buyer to do so.

Prior to any breeding, a DNA profile, though University of Davis shall be done at the Buyers expense. This is a required procedure.

Special Provisions

Initials: Buyer: _____ Seller: _____

Warranties: The Seller guarantees the following:

The puppy/dog is reasonably fit for the general purposes for which it has been sold, pet, breeding, or show.

The puppy/dog will be free from any known genetic problems at the time of the sale that would preclude it from living an otherwise normal and healthy life.

The breeding prospect puppy/dog shall not be sterile at the time of purchase to the best of the Seller's knowledge.

Initials: Buyer: _____ Seller: _____

Additional terms to this contract.

Health problems: A letter from the examining veterinarian is necessary for the return of any puppy/dog, stating date of exam and complete diagnosis. The Seller reserves the right to have said dog examined by a second veterinarian of Seller's choice. Seller will pay for Veterinary consultation for Sellers Veterinarian, but will not be responsible for expenses to Veterinarian should conflicting diagnosis result. A third and separate opinion will be expected, by a tenured faculty member of an accredited university teaching hospital or responsibility of the Buyer.

In the event the Buyer at any time in the future is unable to care for the puppy/dog for any reason, no longer wants the dog, or decides to attempt to sell or otherwise dispose of this dog for any reason, the live dog and all signed registration papers must be returned to the Seller. Seller will either keep the dog or place the dog into a new home. The Buyer agrees not to offer the dog for sale to the public, or turn the dog over to a pet shop, humane society, wholesaler or research facility.

If at any time the Seller finds that the dog has not been reasonably cared for, has been mistreated or that the Buyer has misrepresented themselves or their intentions for the dog, or for any no compliance or default on any part of this agreement, it is understood that the Buyer shall voluntarily allow the Seller to immediately repossess the dog at the Buyer's expense without recourse or refund of any monies paid and/or Seller will take legal action.

In the event this contract is placed in the hands of an attorney due to default or non-compliance of any of its terms, the Buyer shall pay, immediately upon demand the Seller's attorney fees, even if no suit or action is filed, together with any court costs incurred. Jurisdiction will be in the State of New York, Cattaraugus County. This contract includes the entire agreement of the parties. It has been entered into freely of their own will, and both parties have the authority to do so. There are no collateral agreements, nor is this contract dependent upon any conditions not stated herein.

Any changes or additional terms to this agreement must be in the form of an Addendum and signed by all parties.

Violation of ANY of the above terms in the opinion of the seller constitutes the return of this live animal and all signed registration papers to the Seller at no cost to the Seller. All court costs, if any will be absorbed by the Buyer.

We have read and understand the terms of this contract and agree to abide by its rules;

Signed: Buyer: _____
Seller: _____
Witness: _____
Date: _____

Please return to address or email:

Gail Hamm
Highland Hills Shilohs

12002 McKinstry Road
P.O. Box 185 Yorkshire, NY 14173

gail@highlandhillsshilohs.com
