**Simmonds Ranch**

**Anatolian Shepherd Puppy- Purchase Contract**

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| --- | --- |
| **SELLER** | **BUYER** |
| Name: | Name: |
| Address | Address |
| City/State/Zip | City/State/Zip |
| Phone | Phone |
| Email: | Email: |

|  |  |
| --- | --- |
| AKC REG/LITTER REG# | Breed |
| \*Puppy Name: | Gender |
| Color/Markings | Birth Date |
| Sire Name: | Sire's AKC Reg # |
| Dam Name | Dams AKC Reg# |
| Puppy was reserved with a deposit of  **$** on the date of **\_\_\_\_\_\_\_\_\_\_** for above listed buyer. *Any and all deposits are NON-Refundable* | |
| Sale price of puppy **$** *(Sale price does not include shipping or veterinarian certificates/health checks.)* | |
| Date of Transfer of ownership: See attached Bill of Sale. | |
| *\* Name is for Seller/Buyer recognition only. Official Name to be chosen by buyer but must include the prefix of SMR.* | |

1. **DEFINITIONS:** The terms “puppy” “dog” “Adult dog” “puppy’s” “Anatolian Shepherd” “animal are intended to be interpreted as the above listed Anatolian Shepherd that is being purchased. The terms “buyer” “buyer’s” “purchaser” is intended to refer to the above listed buyer(s). The terms “seller” “seller’s” is intended to be interpreted as the listed seller(s).
2. **\*OWNERSHIP OF THE PUPPY**: The buyer understands the responsibility, costs, liability, as well as the costs of veterinarian/health expenses that are involved in owning a giant breed (Anatolian Shepherd) guardian dog and accepts full ownership and responsibility of the puppy upon full payment and physical transfer of ownership (pickup/delivery/shipment of the puppy) from the seller to the buyer.

If at any time the buyer is unable to keep the puppy for any reason, the seller will take the puppy back. The dog will be returned with AKC papers and any medical records. Under NO CIRCUMSTANCES is this dog to be placed in a pet shop, animal shelter, or similar establishment. Furthermore this dog is never to be used in dog fighting or similar activities. \*Failure to comply with the above Ownership of Puppy Conditions will hold the purchaser liable for $1500.00 punitive damages payable to the seller upon demand. Any and all court costs & attorney fees will be the paid by the purchaser at the time of the court’s decision.

1. **REGISTRATION AND BREEDING RIGHTS:** The puppy is sold with full**/limited (circle one)** AKC (American Kennel Club) registration and breeding rights. HOWEVER, the seller in no way guarantees/warranties any puppy sold, to be considered as “breeding

and/or show quality.” The buyer is fully responsible for determining the future use and or eligibility of the above listed puppy as breeding and/or show stock, regardless of what the puppy was originally purchased for.

1. **PAYMENT AND RESERVATION PROCESS:** Seller requires **$250.00**  (two hundred fifty dollars) non-refundable deposit in an agreed upon form of payment. (example Walmart Money Gram, United States Postal Money Order or Cash, to hold an Anatolian Shepherd puppy as “RESERVED.” If payment is being mailed, seller recommends that buyer send the payment Certified Mail so that it can be tracked. If the buyer’s payment does not arrive within the allotted time and it cannot be tracked, it will be treated as a failure to send payment and the seller will re-list the puppy for sale.

**To Reserve a puppy**: Once the buyer has selected a specific puppy and has asked the seller to reserve the puppy the seller will confirm the buyer’s choice and reserve the puppy. As of the date the seller confirms the reservation the buyer will have 7 (seven days from the date that the puppy was reserved for the buyer to send the seller the deposit or payment in full. If the buyer fails to have payment to the seller within 7 (seven) days of reserving the puppy, the puppy will be re-listed for sale and no further puppies will be reserved for the above listed buyer.

If the puppy is of an age that it can be taken home within 7 (seven) days of being reserved the buyer may come and pick up the puppy within the allotted time and pay in full with cash, without having a deposit.

Puppies reserved under the age of 8 weeks old must be picked up/shipped by the age of 10 weeks. Puppies reserved over the age of 8 weeks must be picked up/shipped by a maximum of 2 weeks after the seller confirms the reservation unless other arrangements are made between the seller and buyer. The buyer’s failure to comply with this time line will terminate this purchase contract and payment in excess of deposit will be refunded.

The puppy and all shipping costs must be paid in full before any Anatolian puppy leaves the seller’s care. Shipping is non-refundable. In the case that payment is paid with check of any kind, there is to be confirmation with the bank that the check has actually cleared before puppy may leave seller’s possession.

1. **REFUNDS:** Should anything happen to a puppy that has been paid for while the puppy is still in the seller’s possession such as: accident, injury, or illness, the buyer will have first choice of other puppies for sale at the original selling price, assuming there are still puppies available. In the event that no puppies are available then the buyer will receive a full refund.
2. **PAPERWORK:** The Seller will have the litter registered with the American Kennel Club.

* Individual Dog Registration Application- Buyer is responsible for basic registration fee. The Registered name of dog listed in this contract shall be chosen by the buyer with the exception that puppy must be given the name prefix of “SMR”
* A copy of Health Certificate (Administered by a licensed vet at the buyer’s expense upon request)
* Sales Receipt
* Copy of this Contract.

Paperwork is supplied to the buyer upon full payment and transfer of ownership of the puppy listed. If the puppy is being shipped to the buyer the seller will send the paperwork listed above to the buyer the same day that the puppy is shipped or the next business day (that Post Office is open) via Certified Mail.

1. **HEALTH GUARANTEE/EXPRESS WARRANTIES:** The buyer accepts the puppy with only those guarantees/warranties set forth herein and subject to any and all faults or defects to the puppy that may now exist or subsequently appear. There are no other expressed or implied guarantees/warranties extended to the buyer, nor are there any guaranties/warranties extended, either expressed or implied for fitness of the puppy.

Seller GUARANTEES the above listed puppy to be sound, healthy and free of communicable disease for 7 days after transfer of ownership has taken place, as long as the problem is not stress related or a problem that occurred from transportation of the puppy. A signed statement from a licensed Veterinarian listing the problem, as well as any invoices and/or necropsy report must be given to the seller within 7 days after date of transfer of ownership, stating that the animal had a pre-existing physical problem which was created before the date of transfer of ownership. For full refund, any diagnosis shall be subject to confirmation by a veterinarian chosen and paid for by the seller. The seller believes that the puppy’s continued health is related to the care, nutrition and environment that the buyer provides to the puppy. Therefore, after 7 days from the date of transfer of ownership, no health guarantee applies and no refunds will be given. All shipping and travel are non-refundable. All Veterinarian testing, certificates and expenses are the responsibility of the buyer. Guarantee valid only to buyer listed in this contract.

This guarantee does not cover any cosmetic defects, be they genetic in nature or allergenic. Also, this guarantee does not cover possible future illness that may or may not be considered allergenic or genetic, including but not limited to osteochondrosis, hip dysplasia and elbow dysplasia, coccidiosis, demodicosis, giardia, umbilical hernias or breeding ability/fertility.

1. **SHIPPING:** Buyer is responsible for all costs associated with shipping which includes but is not limited to shipping fees, cost of shipping crate, vet inspection/health certificate and our delivery fee to shipping facility.

*I the buyer understand that once the above listed puppy has been delivered to the departing airport that the Seller is no longer responsible for the puppy’s health safety and well being.* ***Signed****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date****\_\_\_\_\_\_\_\_\_*

1. **SELLER’S RIGHT TO REFUSE SALE**: The seller reserves the right to refuse the sale of any puppy to any buyer for any reason and cancel this contract at any time before a puppy is shipped/delivered/picked up by the buyer. If seller does refuse the sale of above listed puppy to above listed buyer and cancels this contract the buyer will receive a full refund of all payments received by the seller from the buyer.
2. **FAILURE TO COMPLY WITH SALE’S CONTRACT:** Failure to comply with any part of this sale’s contract will be grounds to terminate the sale’s contract without refund of any kind.
3. **APPLICALBE LAW, JURIDICTION AN ATTORNEY’S FEE:** The buyer agrees that: Venue for any legal action brought pursuant to this contract (or as a result of this contract and/or sale of this Anatolian Shepherd) shall be in Doniphan County, Kansas. Kansas law will apply to any such proceedings.
4. **TRANSFER OF CONTRACT**: This contract is non transferable.

I certify that I have read this document and fully understand and agree to its content. I am aware that this is a legal contract and I sign it of my own free will.

Buyer Date

Buyer Date

Seller Date

Seller Date